

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller	Commonwealth of Australia (represented by the Official Trustee)
Property address (referred to as the “property” in this statement)	20809/37D Harbour Road, Hamilton QLD 4007
Lot on plan description	Lot 20809 on SP 213402

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes**

*If **Yes**, refer to Part 6 of this statement
for additional information*

☐ **No**

*If **No**, please disregard Part 6 of this statement
as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: N/A » the amount of rent and bond payable: N/A » whether the lease has an option to renew: N/A Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Each (if any): - charge over the property resulting from the non-payment of money to the Commonwealth, a State, a Territory or a local government; and - right to keep infrastructure on the property, or to access land to repair or maintain infrastructure on the property, arising under an Act or a statutory instrument of the Commonwealth, a State or a Territory.
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 07/02/2024 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>): Emerging Community		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No		
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☒ Yes	☐ No
	Pool compliance certificate is given.	☒ Yes	☒ No
	OR		
	Notice of no pool safety certificate is given.	☒ Yes	☒ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	☒ No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	☐ Yes	☒ No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ Yes	☒ No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: 485.92 Date Range: 01/01/26 to 30/03/26
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$253.45 Date Range: per annum
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: N/A Date Range: N/A

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No <i>(If Yes, complete the information below)</i>
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Ty Maher

Signature of seller

Ty Maher - Assistant Director, Official Trustee

Name of seller

Monday, 8 June 2026

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Name of buyer

Date



Statutory Warranties and Contractual Rights

Information Report

This Report contains information about the Body Corporate and the Scheme land for the purposes of the Seller completing the Statutory Warranties and Contractual Rights section, clauses (a) to (g) inclusive, of the Reference Schedule of the QLS/REIQ Contract for the Sale and Purchase of Residential Real Estate (effective 1 August 2025).

Seller and Lot Information

Date of Report	9/04/2026
Seller Name	AMG AUS INVESTMENT UNIT PTY LTD
Lot Number	[REDACTED]
Community Title Scheme No	47105
Community Title Scheme Name	Pinnacle Portside Wharf

As the Lot is a Lot in a community titles scheme the Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects (s 223(2)(a)(b))

Are there any latent or patent defects in the common property or body corporate assets, other than defects arising through fair wear and tear?

☒ Yes ☐ None disclosed in the Body Corporate Records

Details (if Yes):

A fire protection assessment identified 229 non-compliant fire penetration defects within the building (CM Feb 2025). Rectification ongoing.

The existing rooftop waterproofing membrane is failing, with various locations showing deterioration and bond failure, requiring a full system re-application in affected areas (Project Waterproofing Specification Apr 2025). Rectification yet to be approved.

Initials



A recent drone and AI scan of the external facade identified a number of defects, with a staged rectification program proposed over multiple financial years (CM Oct 2025). Rectification ongoing.

Basement water ingress is occurring from multiple sources, including failed flexible seals in the slab above and from adjacent Principal Body Corporate property (CM Dec 2025). Rectification approved. Unable to verify if works have been finalised.

Seven lots reported internal water ingress following Cyclone Alfred, which has prompted rope-access flood testing and rectification works to the façade (CM Feb 2026). Rectification approved. Unable to confirm current status of façade flood testing and minor rectification works.

A common property glass panel forming a boundary wall has been damaged, requires full replacement, and is considered a safety and security risk (CM Feb 2026). Rectification approved. Unable to verify if works have been finalised.

(b) Liabilities of the Body Corporate (s 223(2)(c)(d))

Are there any actual, contingent, or expected liabilities of the body corporate that are not part of its normal operating expenses?

☒ Yes ☐ None disclosed in the Body Corporate Records

Details (if Yes):

Rectification of 229 non-compliant fire penetrations is required, with the body corporate directed to pursue the original builder and contractor (CM Oct 2025).

A "significant number" of facade defects have been identified, with a multi-year staged rectification program proposed, indicating substantial future expenditure (CM Oct 2025).

The body corporate is pursuing the owner of Lot 21310 via QCAT to recover a \$15,000.00 water damage insurance excess (CM Dec 2025). Unable to verify if this has been finalised/rectified.

The Lift Audit Report recommends budgeting for major upgrades or replacement of the lifts in 10-15 years at a present-day estimated cost of \$800,000 to \$900,000 (Lift Audit Report Dec 2025).

Initials



The total anticipated cost for the rooftop waterproofing project is now estimated at \$280,000 to \$295,000, which exceeds the previously approved budget (CM Feb 2026). To be approved at a general meeting.

The Principal Body Corporate has been involved in Supreme Court legal action with Brookfield over a long-standing dispute, with total legal expenditure over 8 years approaching \$1,000,000 (CM Feb 2026).

The body corporate is part of a precinct-wide legal settlement regarding the wharf, with legal advice indicating failure to approve it could lead to a court case with potential adverse costs over \$10M (CM Feb 2026).

The body corporate will lodge an insurance claim for a damaged common property glass panel, which has a replacement cost of approximately \$12,000.00 and an excess of \$5,000.00 (CM Feb 2026). Unable to verify if this has been finalised/rectified.

The body corporate has passed a special levy of \$270,242.96 to fund the building-wide installation of AquaTrip devices, due on 15 April 2026 (EGM Feb 2026).

(c) Circumstances Likely to Prejudice the Buyer (s 223(3))

Are there any circumstances in relation to the affairs of the body corporate likely to materially prejudice the buyer?

☒ Yes ☐ None disclosed in the Body Corporate Records

Details (if Yes):

A number of facade defects have been identified, with a multi-year staged rectification program anticipated (CM Oct 2025).

The Principal Body Corporate is involved in a long-standing legal dispute which has incurred legal costs of almost \$1,000,000.00 over 8 years (CM Feb 2026).

An insurance claim of \$509,000.00 was made in late 2024, which has contributed to a 16% increase in the current insurance premium (Corro Mar 2026).

A directive from a certifier to rectify non-compliant fire penetrations remains unresolved as the body corporate seeks a response from the original contractor (CM Feb 2026).

Initials



Adjoining developments are proposed that are expected to impact traffic, safety, and shared infrastructure, requiring future negotiations for financial contributions to maintenance (CM Feb 2026).

An insurer has issued a preliminary denial of a claim for a cracked penthouse window, citing a latent defect exclusion, creating a potential uninsured liability (Corro Mar 2026).

(d) Proposal to Record a New Community Management Statement (Clause 12.9(1)(a))

Has the body corporate proposed or resolved to record a new Community Management Statement (CMS)?

☒ Yes ☐ None disclosed in the Body Corporate Records

Details (if Yes):

A draft by-law prohibiting smoking on balconies, terraces and courtyards is to be prepared for committee review prior to consideration at a general meeting (CM Feb 2026).

A formal EV charging framework and by-law amendment will be brought forward for future consideration (CM Feb 2026).

(e) Unapproved Improvements on Common Property (Clause 12.9(1)(b))

Are there any improvements on common property that benefit the lot but have not been approved?

☐ Yes ☒ None disclosed in the Body Corporate Records

Details (if Yes):

(f) Outstanding By-law Contravention Notices (Clause 12.9(1)(c))

Has the Seller received notice of a by-law contravention relating to the Lot from the Body Corporate which has not been fully complied with or otherwise remains in effect?

☐ Yes ☒ None disclosed in the Body Corporate Records

Details (if Yes):

Initials



(g) Proposed Body Corporate Resolutions (Clause 12.10)

Has the body corporate proposed any resolutions (e.g., for levies or significant works)?

☒ Yes ☐ None disclosed in the Body Corporate Records

Details (if Yes):

An Extraordinary General Meeting will be convened for owners to approve the increased expenditure required for the revised scope of the rooftop waterproofing project (CM Feb 2026).

The body corporate is part of a precinct-wide action that requires each building to issue notices for an Extraordinary General Meeting to vote on the Wharf legal settlement, requiring a 'without dissent' resolution (CM Feb 2026).

The appointment of United as the new lift maintenance contractor will be presented for ratification at a future Extraordinary General Meeting (CM Feb 2026).

Important Notice for Sellers

This report looks at Body Corporate records for the last three years (AGM to AGM).

Under Queensland law (section 223 of the Body Corporate and Community Management Act 1997), when you sell your lot you are giving the buyer certain legal promises (warranties). These include that:

- Defects (a): To the best of your knowledge, there are no hidden or obvious defects in the common property or Body Corporate assets, except for normal wear and tear or anything you have disclosed in the contract.
- Liabilities (b): To the best of your knowledge, there are no extra liabilities of the Body Corporate (outside of normal operating expenses), unless these are disclosed in the contract.
- The Body Corporate records do not disclose any such defects or liabilities.
- At settlement, you aren't aware of any other problems with the Body Corporate that could negatively affect the buyer, unless you have already disclosed them.

What this means for you:

- This report only covers what we found in the Body Corporate records for the last three years.
- In many cases, the records may mention problems (like leaks, cracks, insurance claims, or special levies) but do not show whether the issue was resolved or the liability finalised.
- If you know about any problems or liabilities from before this three-year period, or you know whether a matter has or has not been rectified, you still need to tell the buyer.

Initials



- You can either:
 1. Ask us to prepare an extended report that goes back further (extra cost applies); or
 2. Disclose the issue directly in the Contract of Sale.

Not disclosing something you know (or should reasonably know) could put you in breach of your legal warranties.

Seller Acknowledgement

Ultimately, it is your responsibility, as the Seller of the Lot, to ensure the information inserted into clauses (a) to (g) of the Statutory Warranties and Contractual Rights section of the Reference Schedule of the QLS/REIQ Contract is current and correct.

Important Disclaimer:

Sun City Legal Services prepares this information based on the Body Corporate records made available to us at the time of inspection.

- **Sun City Legal Services is not responsible** for any failure of the Body Corporate Secretary, Manager, to provide complete or accurate records under Section 205 of the BCCM Act.
 - In cases where records are held in **computer-based document systems**, we cannot guarantee all relevant documents have been accurately identified, named, or provided.
 - Many Body Corporate managers (particularly during and post-COVID) **limit access to records**, providing them only electronically or selectively via email.
 - We make every effort to verify that we have received and reviewed all key records. However, **some documents may have been missing, incomplete, misfiled, or withheld**, and this may impact the accuracy of the information used to prepare the statutory warranties.
 - Ultimately, the warranties are made by **you, the Seller**, and you should ensure that you are satisfied with the information before inserting these answers into the Contract.
-

Initials

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50985015	Search Date:	03/06/2026 08:49
Date Title Created:	08/04/2015	Request No:	56369637
Previous Title:	50984550		

ESTATE AND LAND

Estate in Fee Simple

LOT 20809 SURVEY PLAN 213402
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 47105
COMMUNITY MANAGEMENT STATEMENT 36407

REGISTERED OWNER

Dealing No: 724788926 27/03/2026
COMMONWEALTH OF AUSTRALIA

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 40036071 (Lot 269 on SP 135370)
2. BUILDING MANAGEMENT STATEMENT No 710148022 01/12/2006 at 11:13
benefiting and burdening the lot
3. AMENDMENT No 714430919 24/04/2012 at 15:48
BUILDING MANAGEMENT STATEMENT: 710148022
4. BUILDING MANAGEMENT STATEMENT No 710148143 01/12/2006 at 11:24
benefiting and burdening the lot
5. AMENDMENT No 713625938 14/12/2010 at 15:20
BUILDING MANAGEMENT STATEMENT: 710148143

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

WID & R/E 3/4/15

716402165
716415939
\$14318.20
\$14318.20
05/04/2015 09:54

BE 400 NT

1. Certificate of Registered Owners or Lessors.
I/We **BROOKFIELD PORTSIDE BUILDING 2 PTY LTD**
A.C.N. 122 180 054

(Name in full)
The Registered Owners of this land agree to this plan and delineate the Pictorial Plan as shown herein in accordance with Section 50 of the Land Title Act 1994.
As Lessors of this land agree to this plan.

Signature of Registered Owners/Lessors: *K. Jacobs*
BROOKFIELD PORTSIDE BUILDING 2 PTY LTD
A.C.N. 122 180 054

2. Planning Body Approval. MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND
BY ITS AUTHORIZED DELEGATE
I hereby approve this plan in accordance with the:
ECONOMIC DEVELOPMENT ACT 2012

Joint Title *2nd* day of *MARCH* 2015
JENNIFER RYAN
GENERAL MANAGER

3. Plans with Co-ownership Management Statement:
CME Number: **471105**
Name: **Pinnacle Portside Wharf**

4. References:
Dept File: _____
Local Govt: _____
Surveyor: **6121-82**

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

6. Lodged by:
Gadens Lawyers 162A
GPO Box 129
BRISBANE QLD 4001

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

Existing		Created	
Lot Reference	Description	New Lot	End / Secondary Interest
To issue from 3081507	Lot 632 on SP 213497	20801-20915, 20101-20904, 20301-20212, 20301-20212, 20401-20412, 20501-20504, 20504-20512, 20601-20604, 20604-20612, 20701-20704, 20704-20712, 20801-20804, 20804-20812, 20901-20904, 20904-20912, 21001-21004, 21004-21012, 21101-21112, 21201-21212, 21301-21312, 21401-21405 & COMMON PROPERTY	-

Mortgage	Lot Fully Encumbered	Lot Partially Encumbered
715870328	20001-20015, 20101-20104, 20201-20212, 20301-20312, 20401-20412, 20501-20504, 20504-20512, 20601-20604, 20604-20612, 20701-20704, 20704-20712, 20801-20804, 20804-20812, 20901-20904, 20904-20912, 21001-21004, 21004-21012, 21101-21112, 21201-21212, 21301-21312, & 21401-21405	-

Building Management Statements 710148022 & 710148143
are to encumber and benefit all lots and common property created on this plan.

Minor encroachments resolved by Building Management Statements 710148022 & 710148143.

7. Orig Grant Allocation:
a. Map Reference: **9543-33244**
b. Parish: **TOOMBUL**
c. County: **STANLEY**
d. Pasture & Endowed: _____
By: **RPS Australia East Pty Ltd**
Date: **10-2-15**
Signed: *[Signature]*
Designation: **Cadastral Surveyor**

8. Lot 289 on SP 135570

9. All lots defined on this plan are wholly contained within the Base Parcel and encroachment of the building into other lots resolved by Building Management Statements 710148022 & 710148143.

10. Development Approval: 9 December 2014

11. Building Format Plans only.
I certify that:
A- as far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.
B- Part of the building shown on this plan encroaches onto adjoining lots and roads.

12. Judgment Fees:
Survey Deposit: \$ _____
Judgment: \$ _____
New Titles: \$ _____
History: \$ _____
Perfor: \$ _____
TOTAL: \$ _____

13. Survey
Date: **4.2.15**

14. Insert Plan Number
SP213402

ADDITIONAL SHEET

Land Title Act 1994 : Land Act 1994
Form 21A Version 1

CNSL/NSL 20-1518 1994

CORNER INFORMATION

STN	CORNER MARK	LEVEL	REFERENCE TO STRUCTURAL FEATURES & OCCUPATION
1	0 Stone Nail in Conc (460/166/10)	P	
2	0S (30/2/17/28/17)	P	
3	0S (30/2/17/28/17)	P	
4	0S (30/2/17/28/17)	P	
5	0S (30/2/17/28/17)	P	
6	0S (30/2/17/28/17)	P	
7	0S (30/2/17/28/17)	P	
8	0S (30/2/17/28/17)	P	
9	0S (30/2/17/28/17)	P	
10	0S (30/2/17/28/17)	P	
11	0S (30/2/17/28/17)	P	
12	0S (30/2/17/28/17)	P	
13	0S (30/2/17/28/17)	P	
14	0S (30/2/17/28/17)	P	
15	0S (30/2/17/28/17)	P	
16	0S (30/2/17/28/17)	P	
17	0S (30/2/17/28/17)	P	
18	0S (30/2/17/28/17)	P	
19	0S (30/2/17/28/17)	P	
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25	0S (30/2/17/28/17)	P	
26	0S (30/2/17/28/17)	P	
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PERMANENT MARKS				
PL	BMT	DIST	No.	REMARKS
26-0PM	64°49'50"	75.228	160100	26/3/21/3407 (Pond)
26-0PM	57°48'05"	215.621	302305	26/3/21/3407 (Sheep Lane)

REFERENCE MARKS

STN	TO	BM	DIST	REMARKS
1	0 Screw in Conc	209°56'45"	22.185	1/3/21/3407
2	0 Screw in Conc	191°25'15"	4.826	2/3/21/3407
3	0 Screw in Conc	167°1'35"	0.643	6/1/21/2507
4	0 Nail in Conc	268°39'	5.404	6/1/21/2507
5	0 Nail in Conc	277°34'10"	11.067	34/2/21/2507
6	0 Nail in Conc	118°51'	4.044	1/3/22/2887
7	0 Screw in Conc	174°1'	5.419	26/3/21/3407
8	0 Screw in Conc	207°8'10"	5.251	27/3/21/3407
9	0 Screw in Conc	234°48'30"	14.015	41/3/21/3407
10	0 Screw in Conc	340°58'	13.515	46/3/21/3407
11	0 Screw in Conc	127°3'	10.209	46/3/21/3407

(New Conc)

Note: All Reference Marks are on Podium Level unless indicated otherwise.

Corner Information Table Abbreviations:

"S" denotes Screw in Conc Pld

"NS" denotes 0 Screw in Conc

P denotes Podium Level

L1 denotes Level 1

L4 denotes Level 4

"X" denotes No 0 Mk, No Mk Pld

"QD" denotes 0 Drill Hole in Conc

"XK" denotes No 0 Mk, No Mk Pld (Inaccessible-base parcel corner above ground)

"QV" denotes 0 Nail in Conc

"T" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"Dn" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"U" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"V" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"W" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"Z" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"Z" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"Z" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"Z" denotes No Mk Pld at Corner (Centrefine Conc Wn)

"Z" denotes No Mk Pld at Corner (Centrefine Conc Wn)

Date copyright reserved

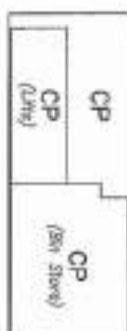
SP213402

Insert Plan Number

CP Denotes Common Property

LEVEL B
Scale 1 : 200

Common Property
Porter's West Precinct
CT's 21647
SP 213402
(Reference)



State copyright reserved

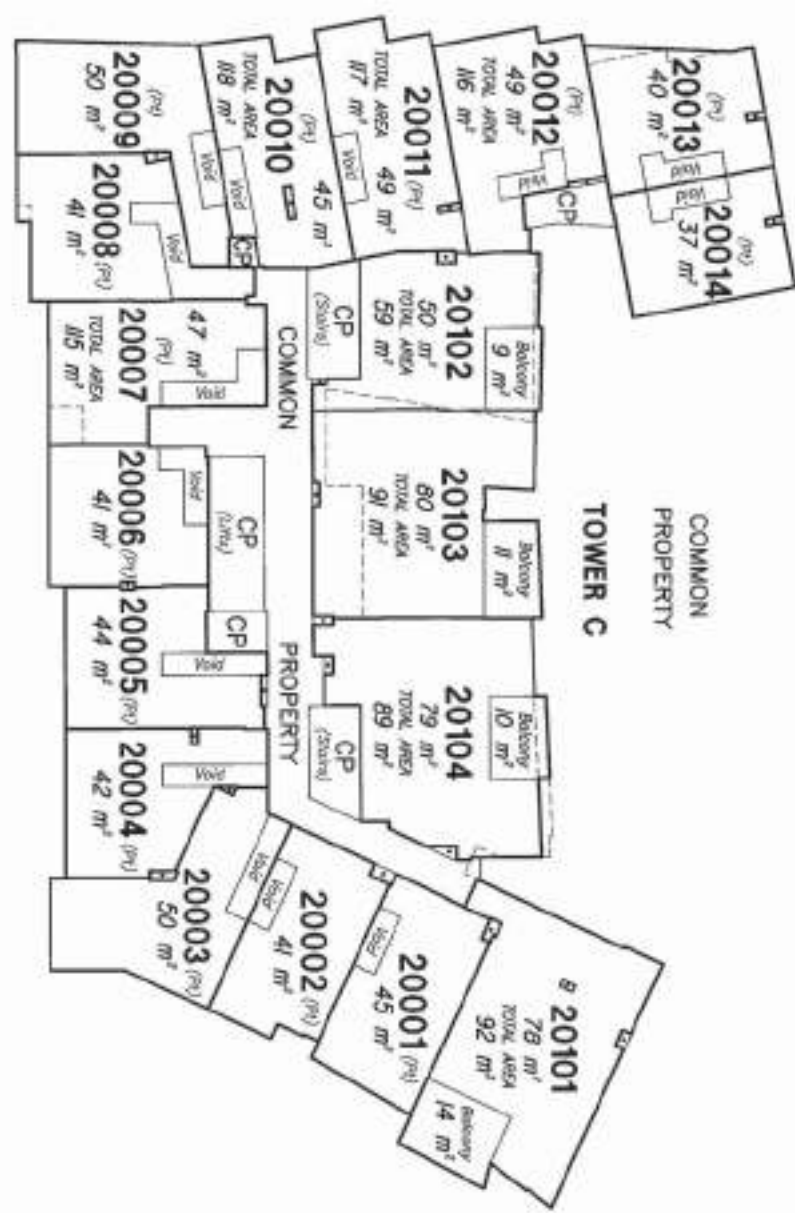
Insert Plan Number **SP213402**

ADDITIONAL SHEET

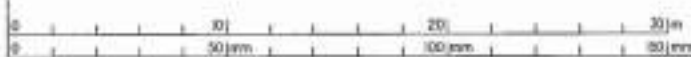
Land Title Act 1994 : Land Act 1994
Form 21A Version 1

CP Denotes Common Property
□ Denotes Common Property (Duct)
--- Denotes Outline of Level Below

LEVEL D
Scale 1 : 200



State copyright reserved.
SP213402
Insert Plan Number



13/04/2007 08:12:18 TML

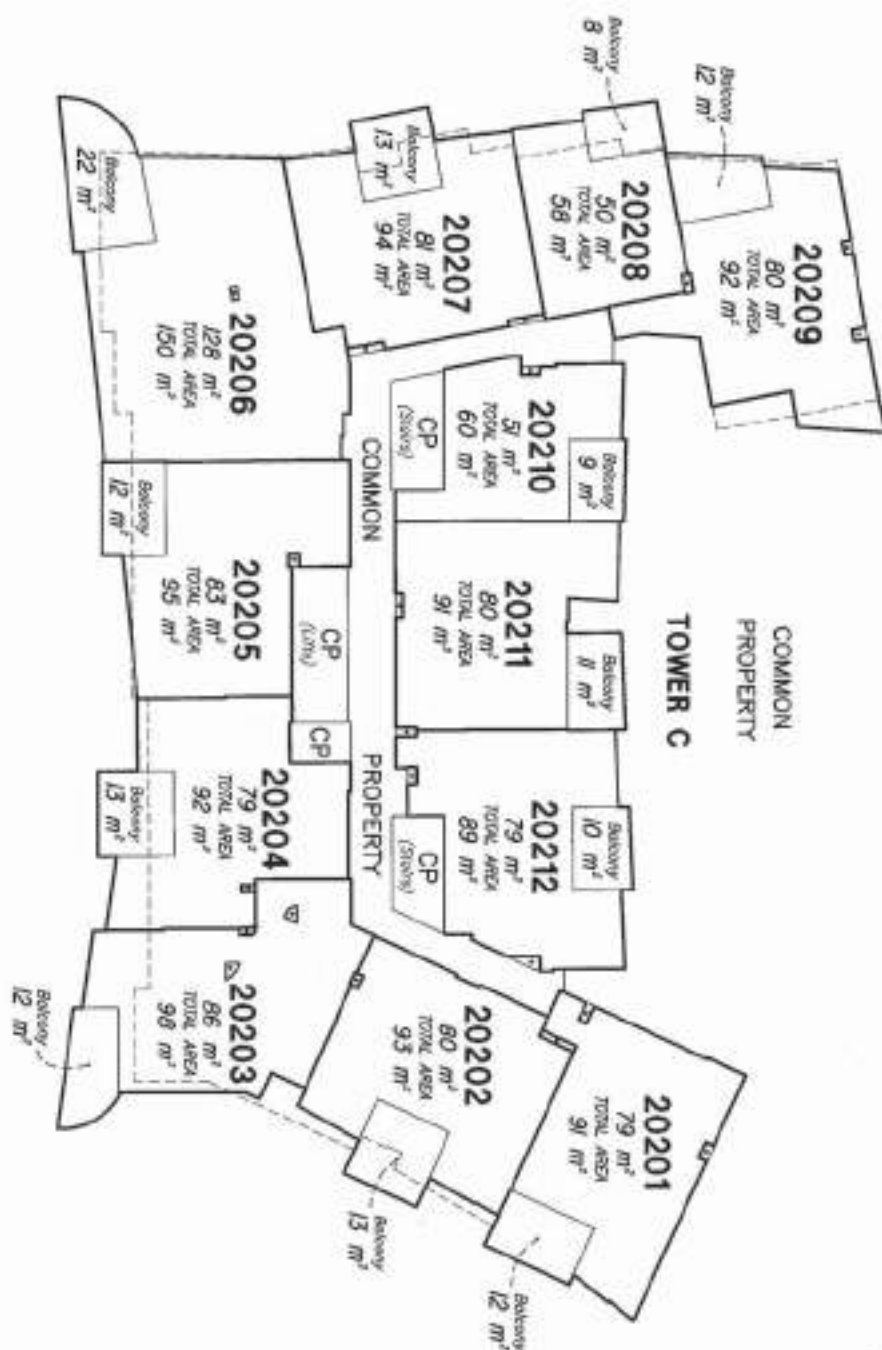
CP Denotes Common Property

 Denotes Common Property (Duct)

----- Denotes Outline of Level Below

LEVEL E

Scale 7 : 200



State copyright reserved.

Insert
Plan
Number **SP213402**

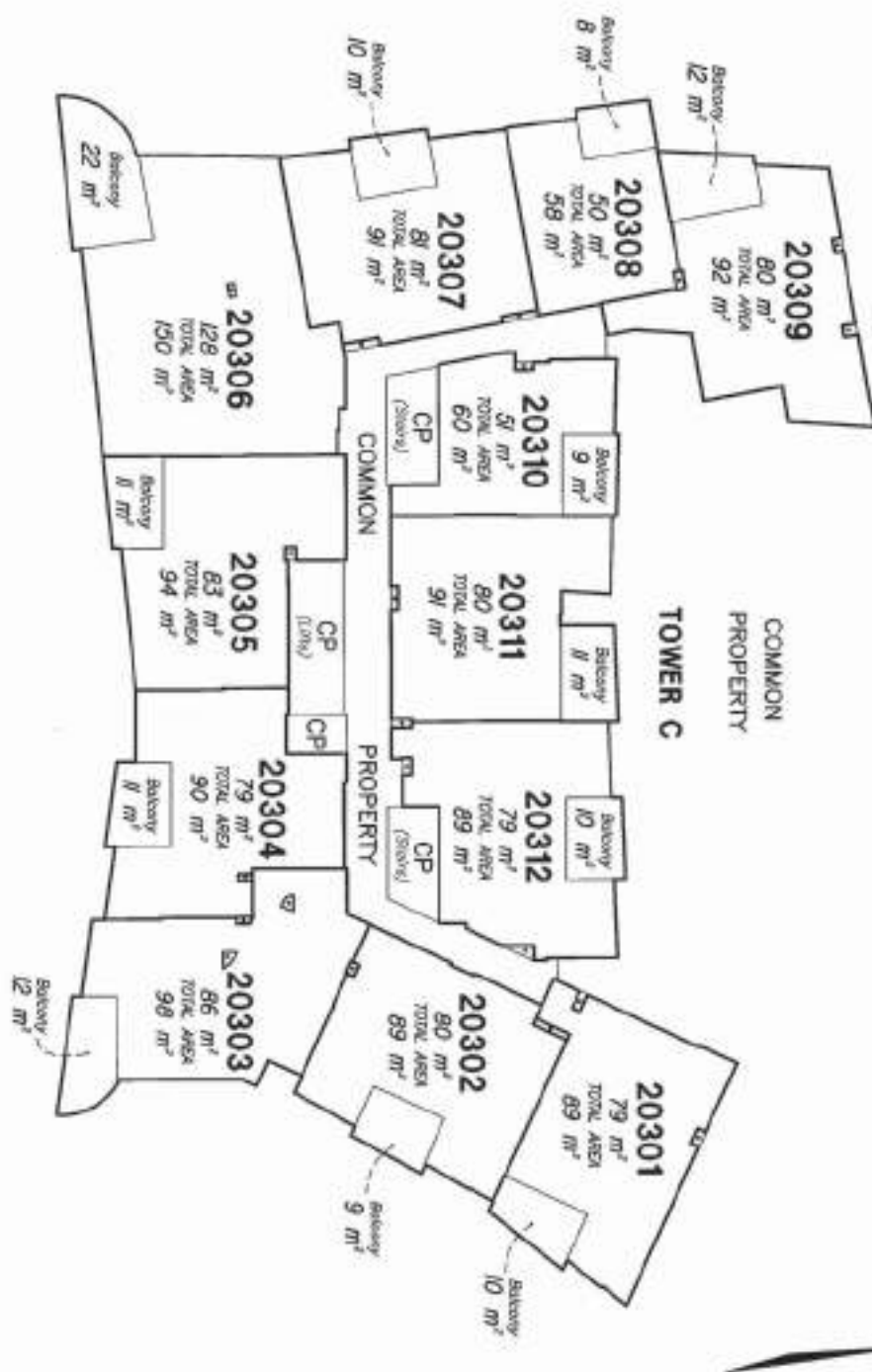


CP Denotes Common Property
 Denotes Common Property (Duct)

LEVEL F
Scale 1 : 200

This copyright reserved.

Insert
Plan
Number **SP213402**



CP Denotes Common Property

 Ducts Common Property (Duct)

--- Denotes Outline of Level Below

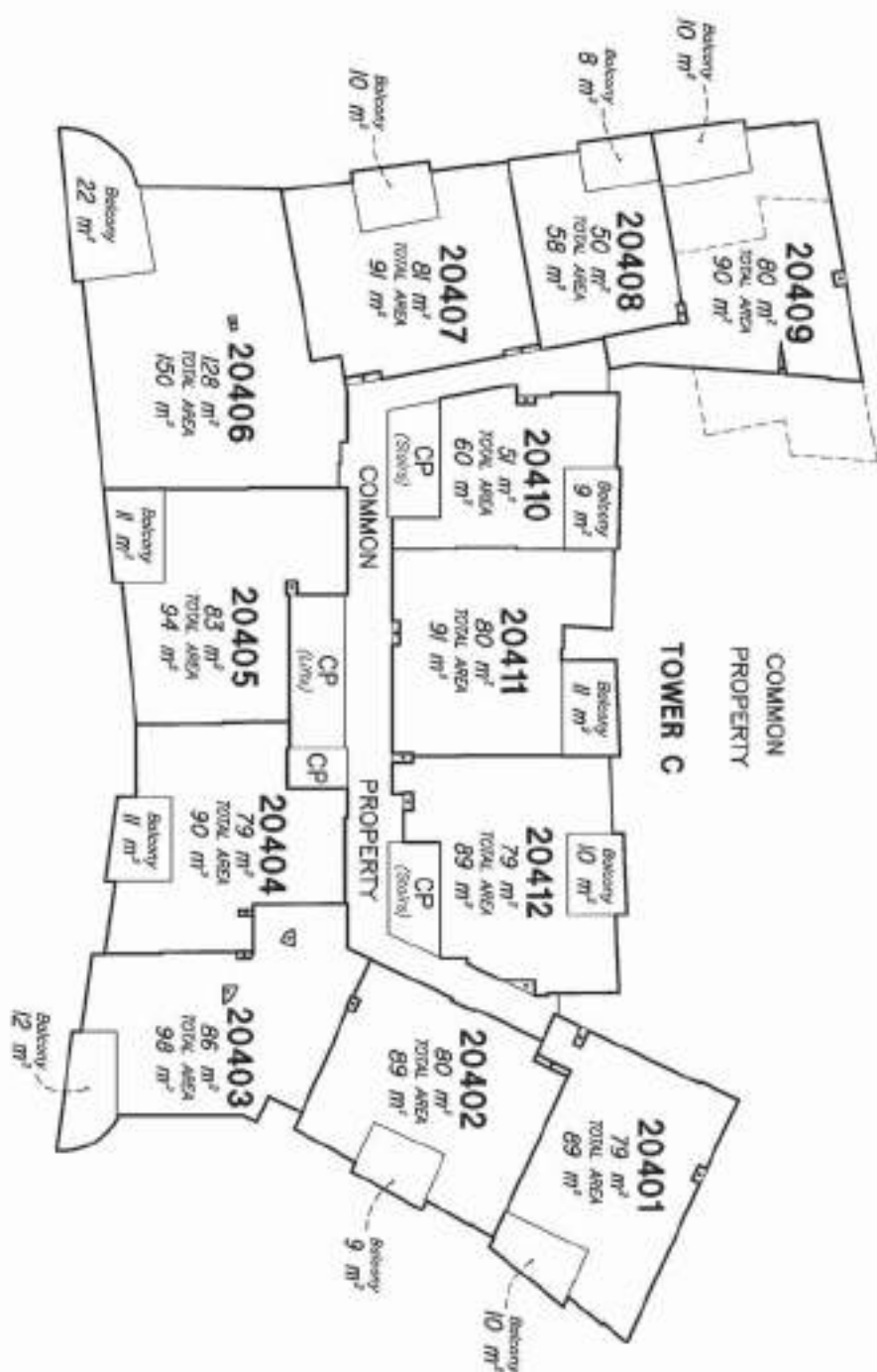
LEVEL G

Scale 1 : 200



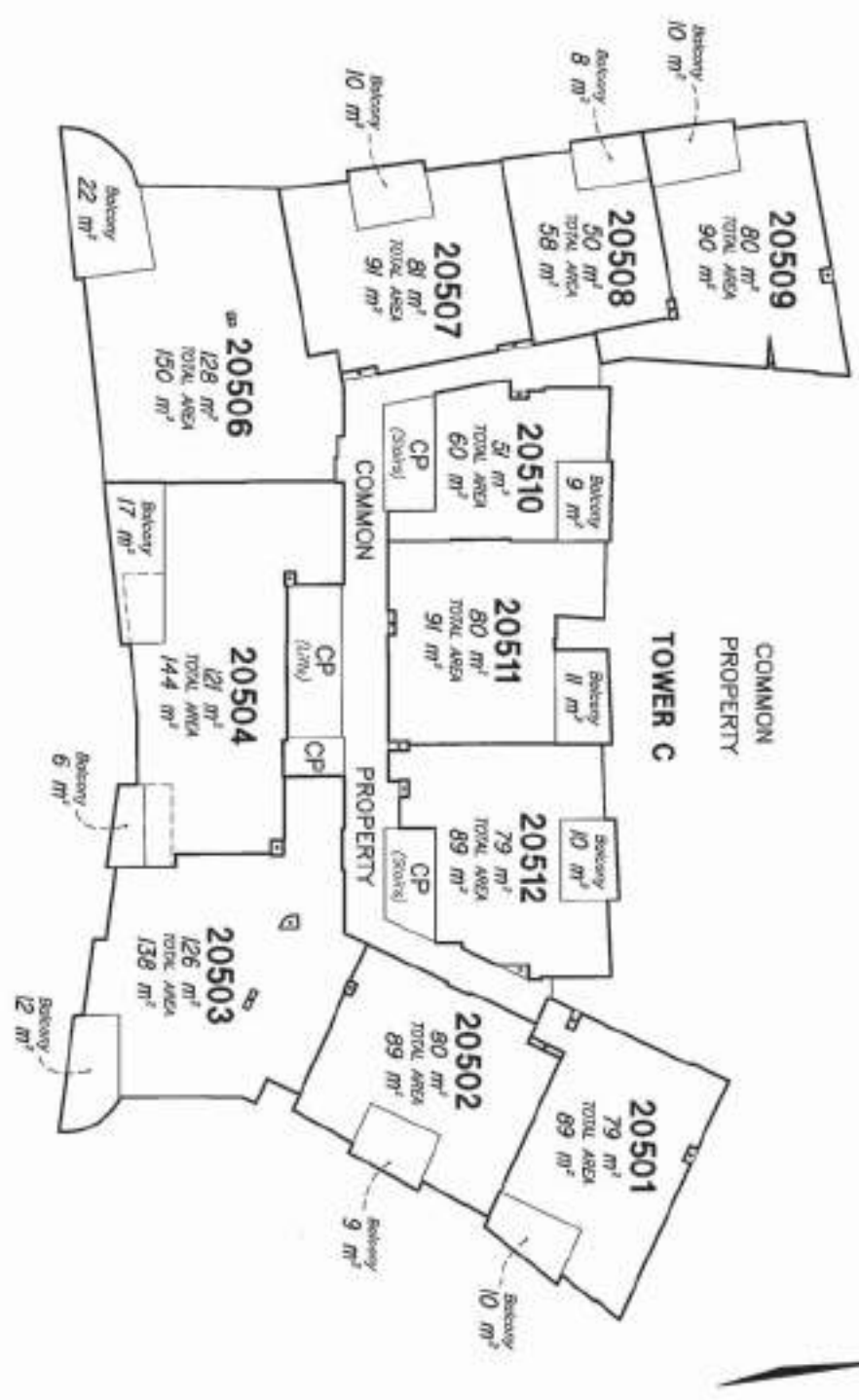
State copyright reserved.

Insert
Pin
Number **SP213402**



CP Denotes Common Property
 □ Denotes Common Property (Duct)
 --- Denotes Outline of Level Below

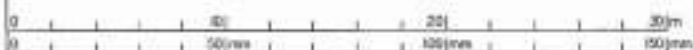
LEVEL H
 Scale 1 : 200



Subsidiary reserved

Insert Plan Number **SP213402**



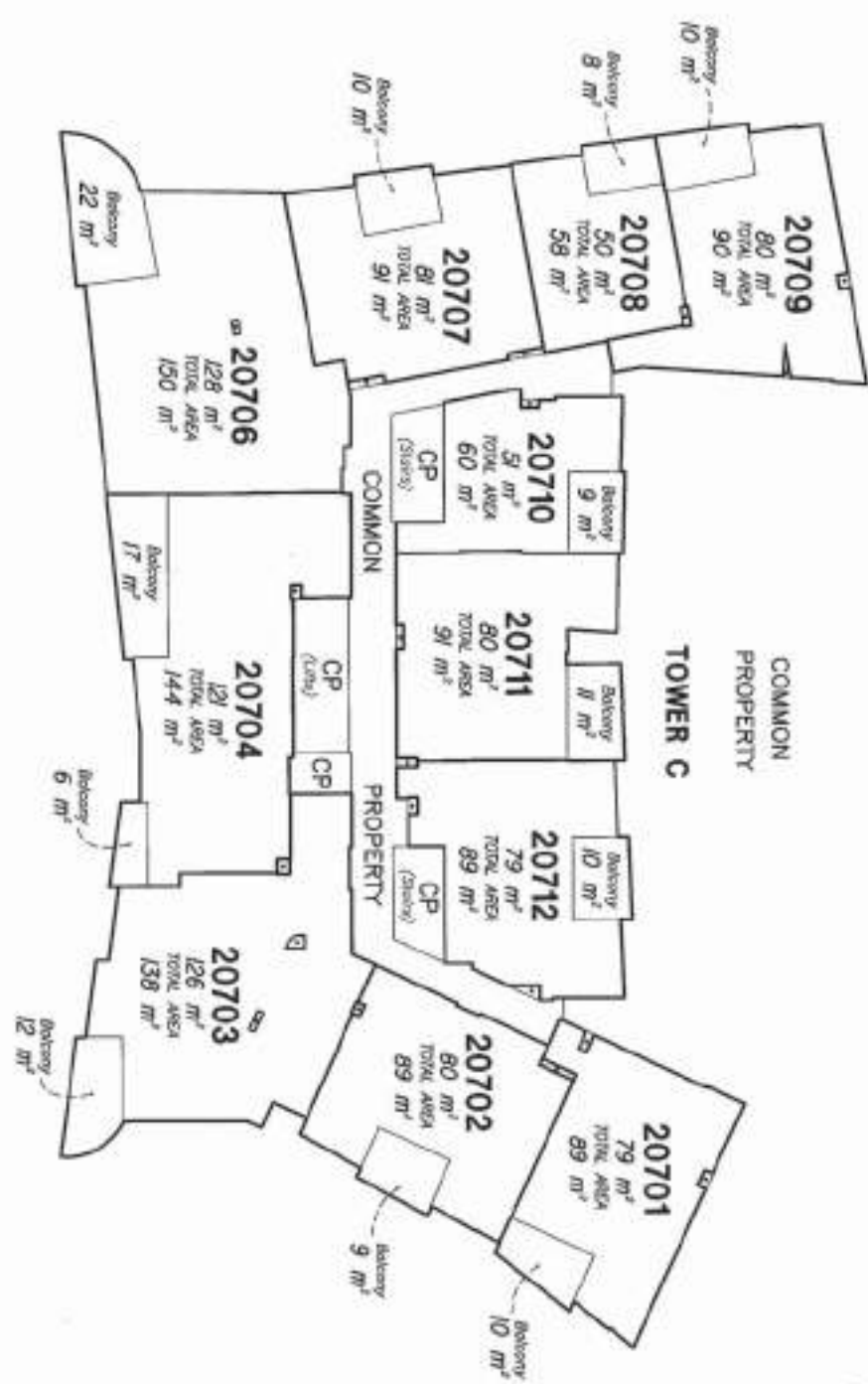


ADDITIONAL SHEET

Land Title Act 1994 : Land Act 1994
Form 2/A Version 1

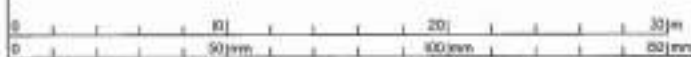
CP Denotes Common Property
D Denotes Common Property (Duct)

LEVEL J
Scale 1 : 200



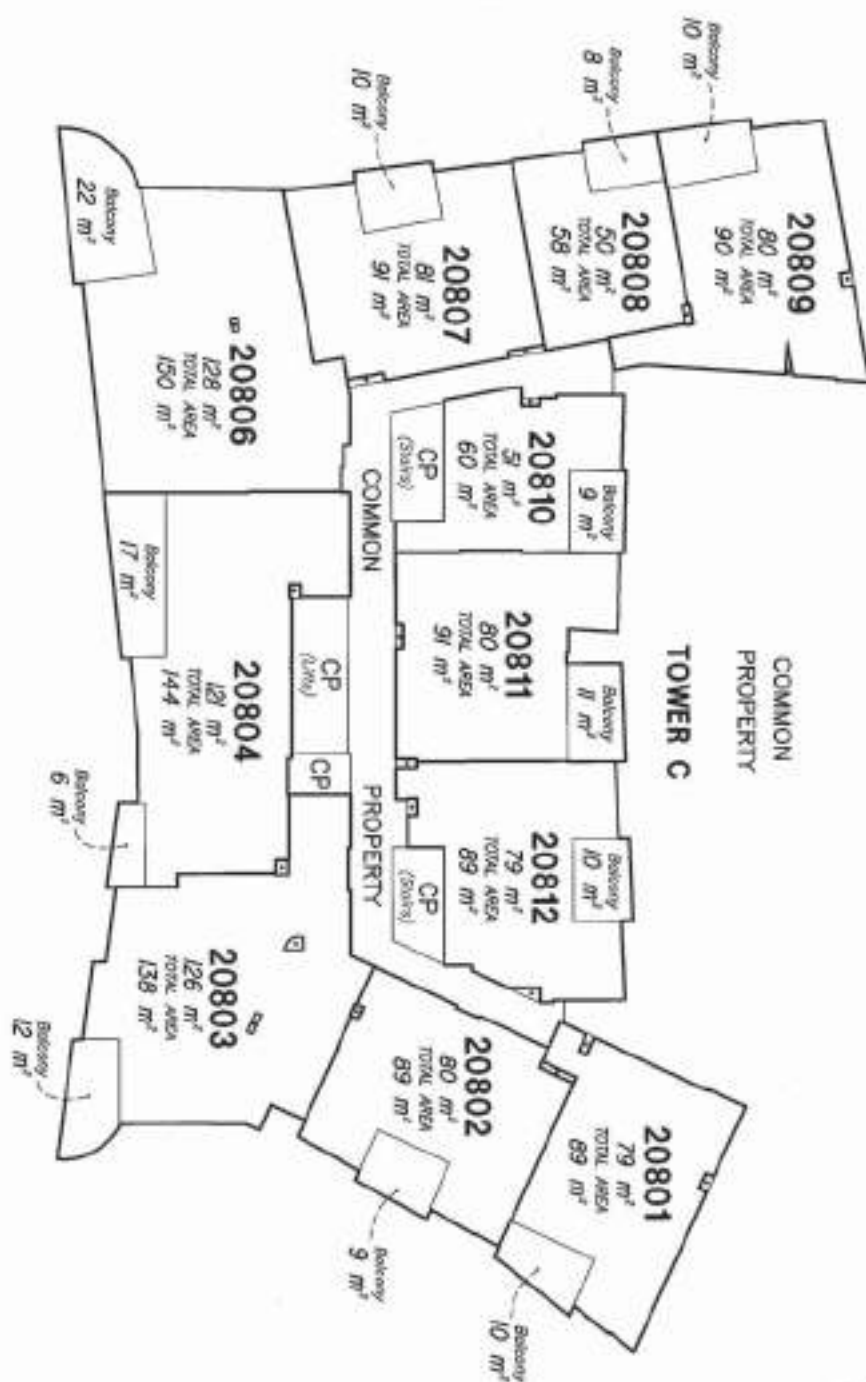
State copyright reserved

Sheet 11 of 23
Floor Number
SP213402



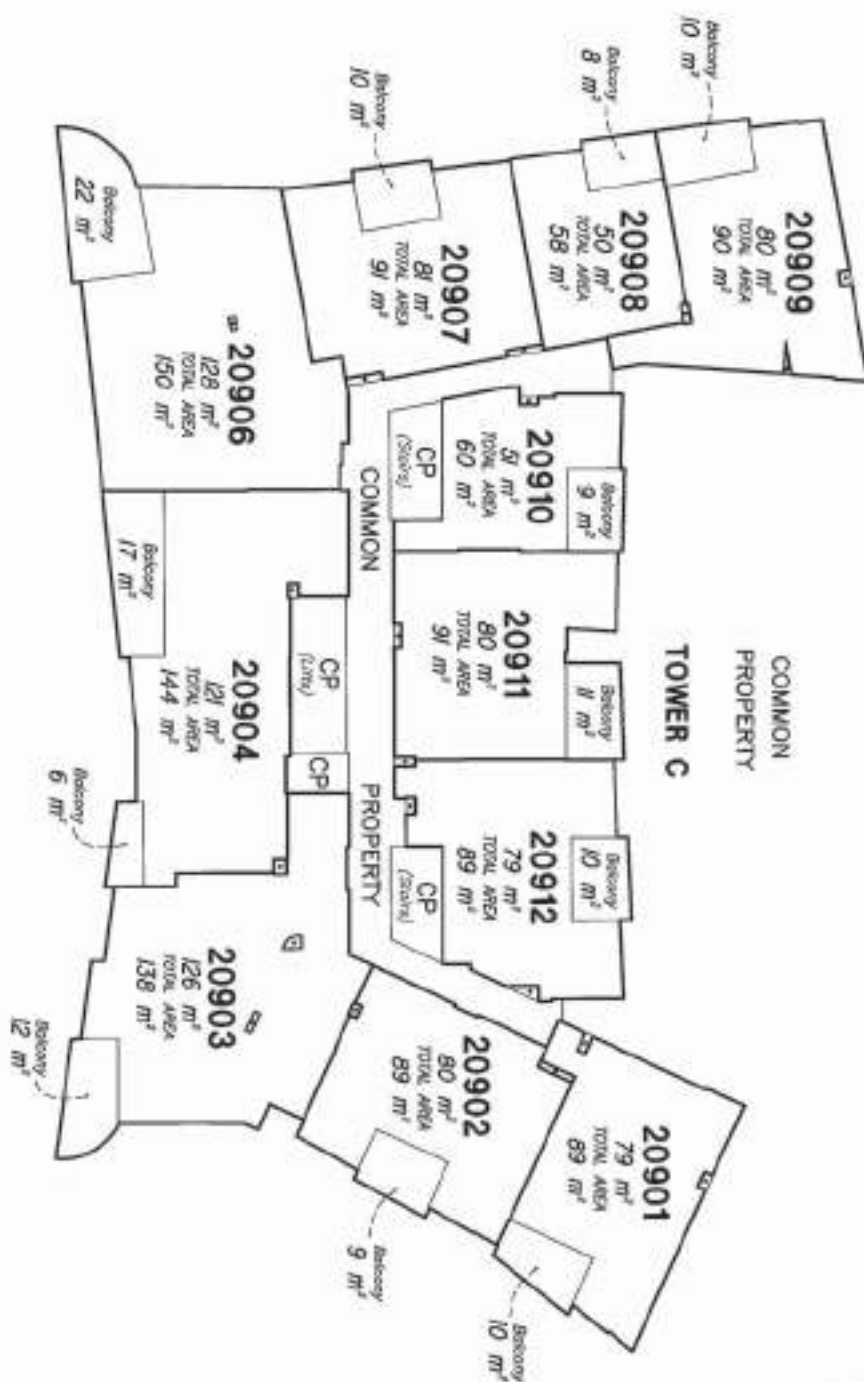
3362/2300 28-1218 FINAL

State copyright reserved.



CP Denotes Common Property
 Denotes Common Property (Duct)

LEVEL 1
Scale 1 : 200



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30

SP213402

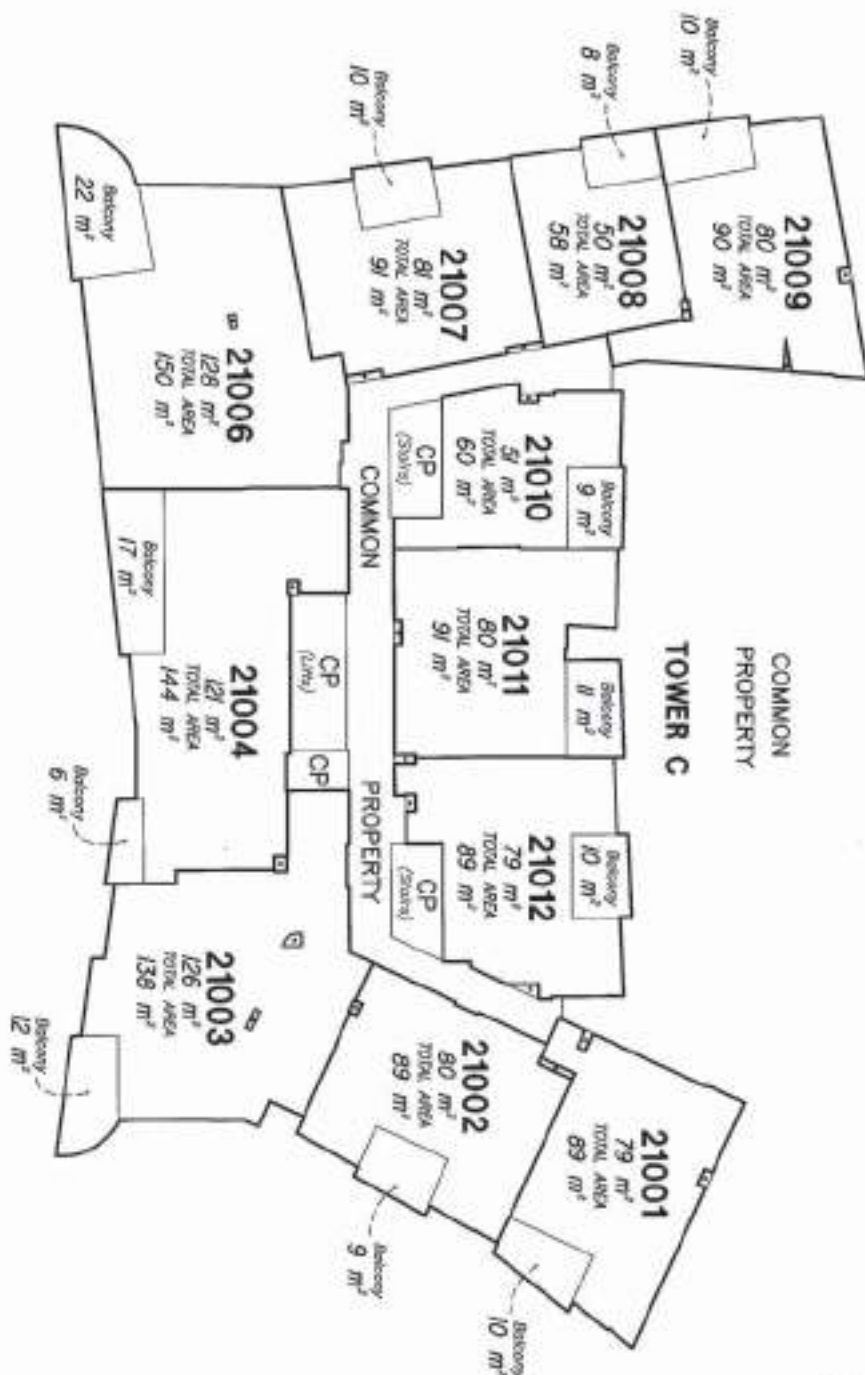


ADDITIONAL SHEET

Land Title Act, 1994 : Land Act, 1994
Form 21A Version 1

CP Denotes Common Property
□ Denotes Common Property (Duct)

LEVEL M
Scale 1 : 200



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Survey Plan Number
SP213402



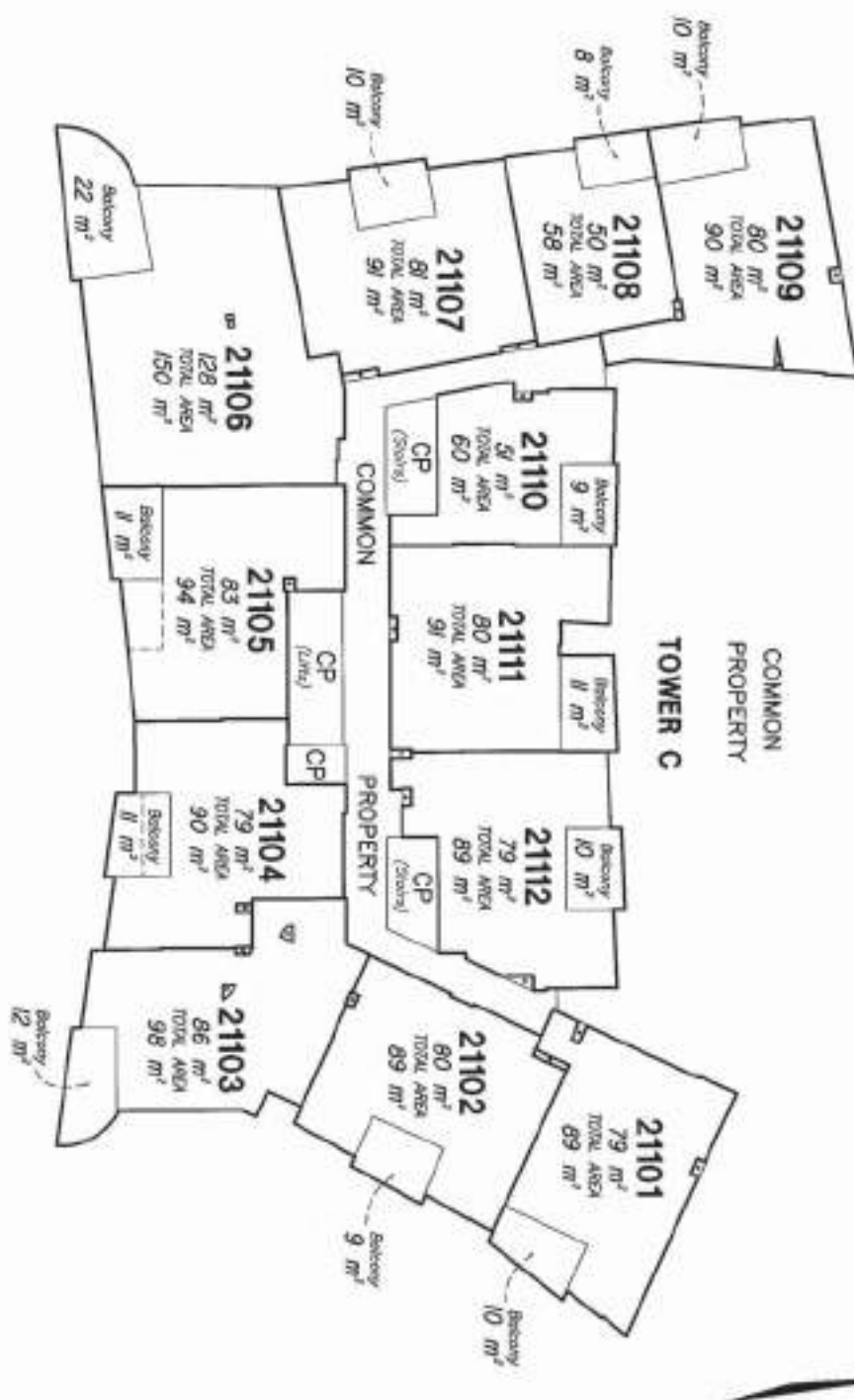
CP Denotes Common Property

 Denotes Common Property (Duct)

--- Denotes Outline of Level Below

LEVEL N

Scale 1 : 200



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Insert
Plan
Number **SP213402**

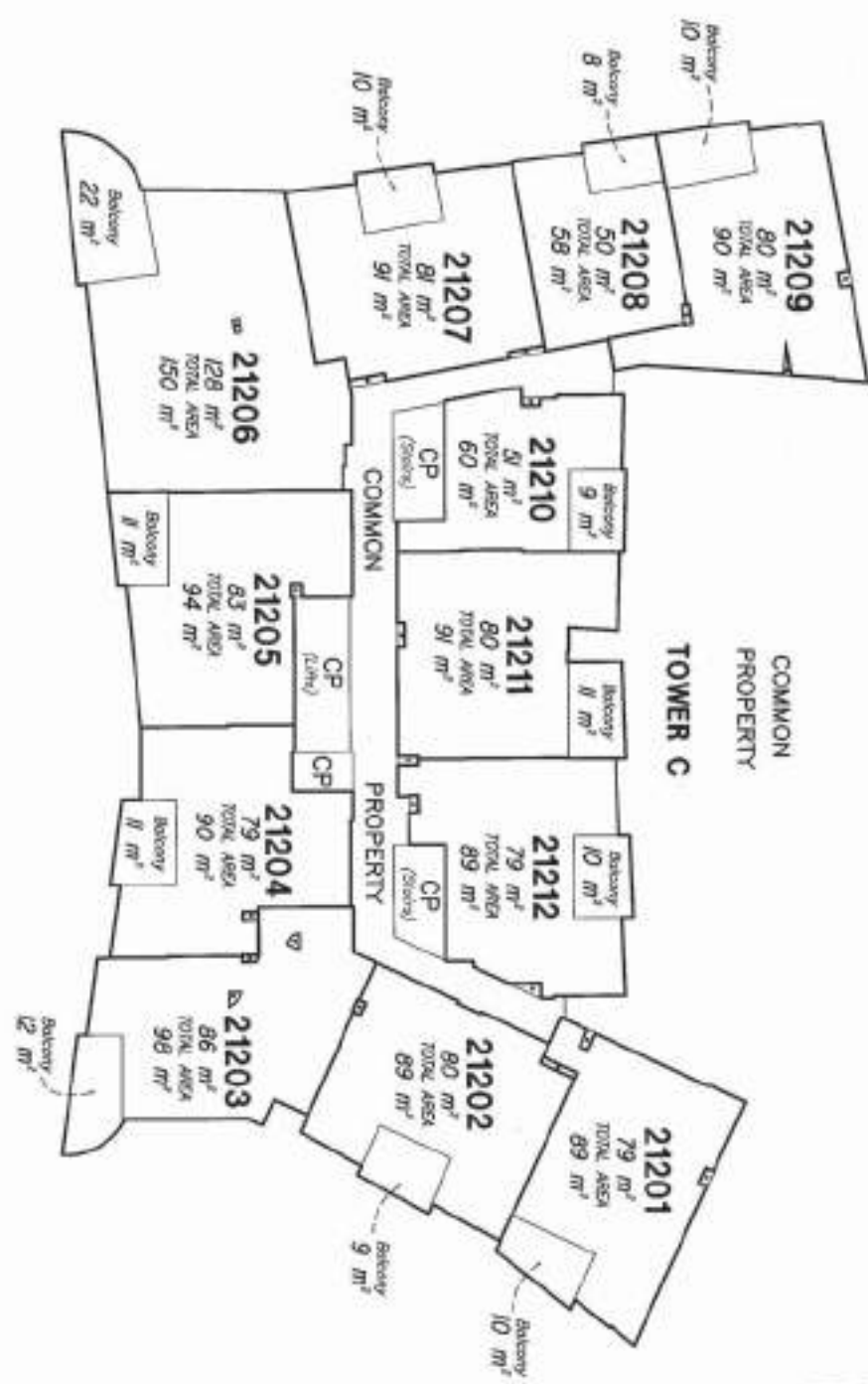


ADDITIONAL SHEET

Land Title Act 1994 : Land Act 1994
Form 2/A Version 1

CP Denotes Common Property
□ Denotes Common Property (Duct)

LEVEL 0
Scale 1 : 200



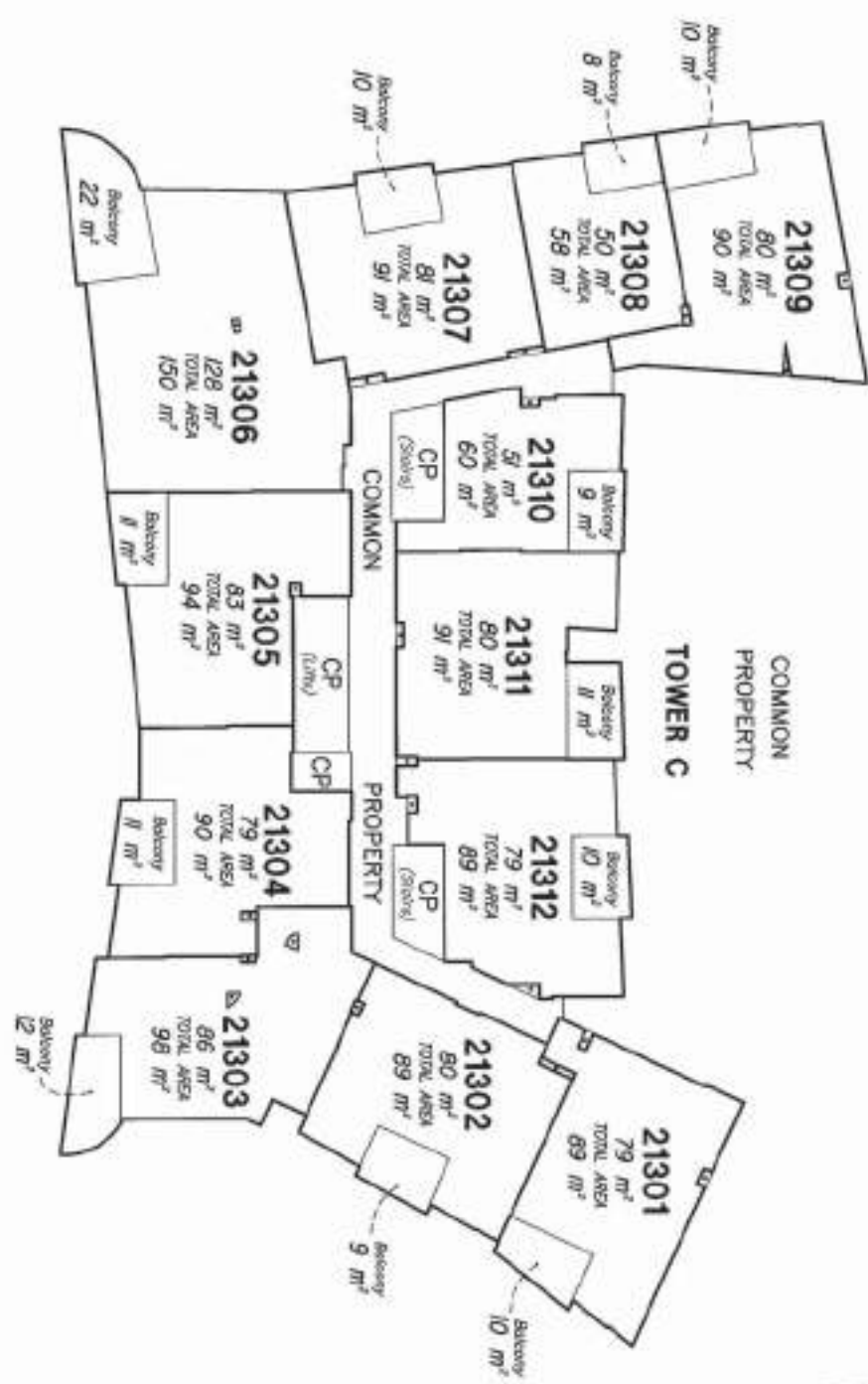
Date copyright reserved
Sheet
Plan
Number
SP213402

ADDITIONAL SHEET

Land Title Act 1994 : Land Act 1994
Form 2/A Version 1

CP Denotes Common Property
□ Denotes Common Property (Duct)

LEVEL P
Scale 1 : 200



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Insert Plan Number **SP213402**



CP Denotes Common Property

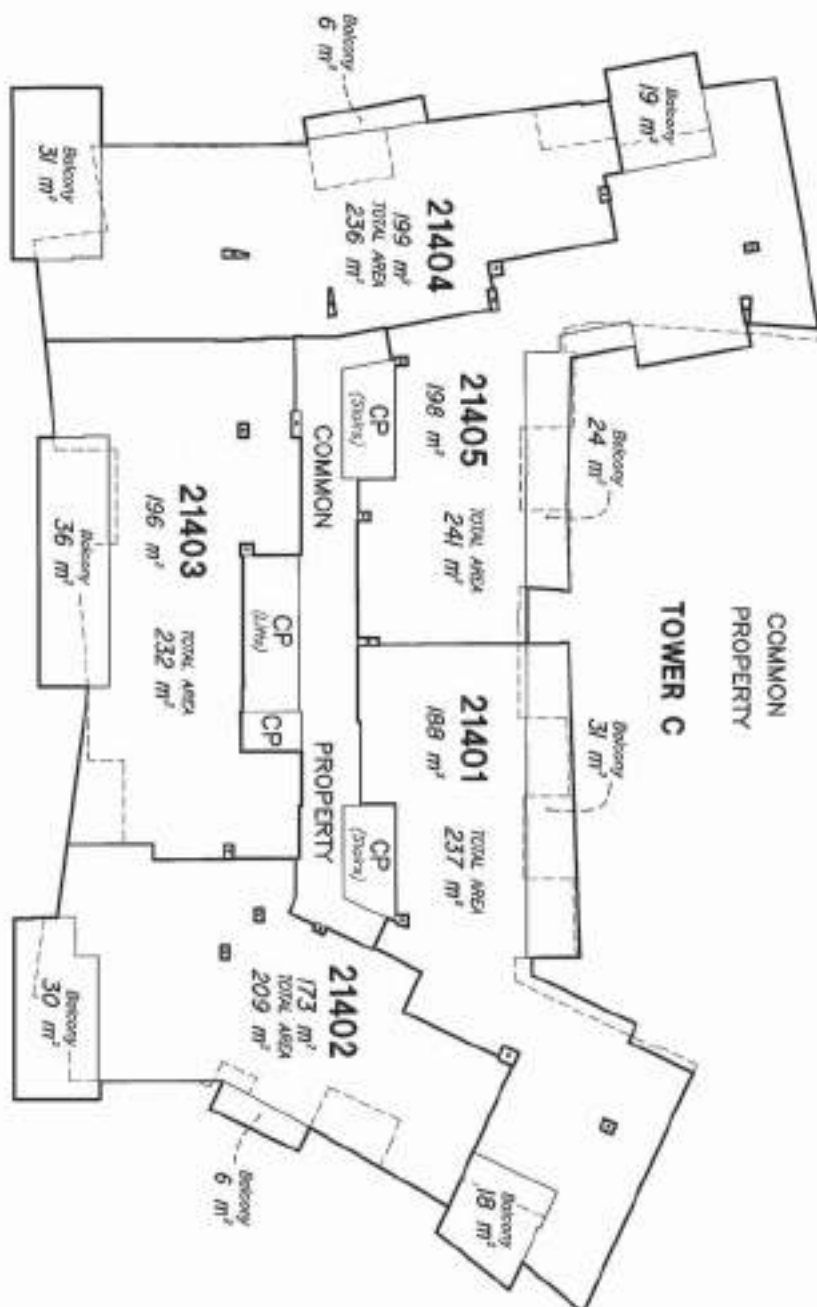
 Denotes Common Property (Duct)

---- Denotes Cutoffs of Level Below

LEVEL 0

Scale 1 : 200

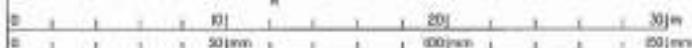
COMMON
PROPERTY
TOWER C

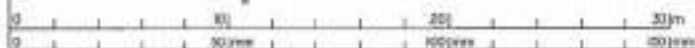


Trade copyright reserved.

Insert
Plan
Number: **SP213402**







ADDITIONAL SHEET

Land Title Act 1994 : Land Act 1994
Form 21A Version 1

ELEVATION A

Not to Scale



ELEVATION B

Not to Scale



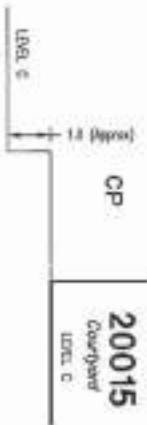
ELEVATION C

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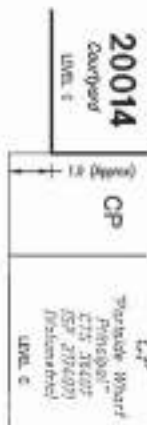
ELEVATION D

Not to Scale



ELEVATION E

Not to Scale



CP Denotes Common Property

State copyright reserved.

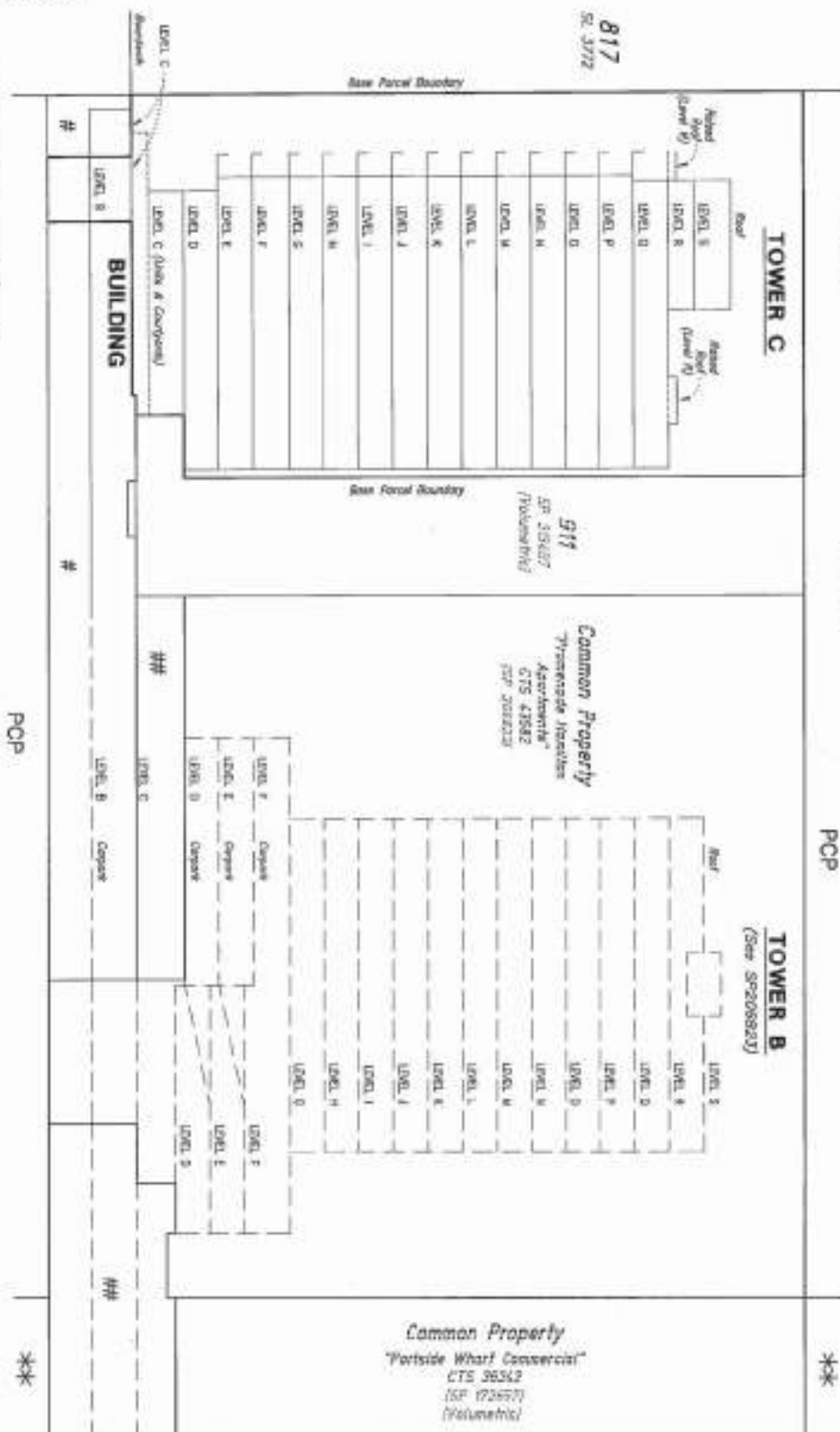
Drawn
Plan
Number **SP213402**

ADDITIONAL SHEET

Land Title Act 1994 : Land Act 1994
Form 21A Version 1

(SMB/CHS) SP-1218 7961

Demolishes Hidden Level Linework



Denotes Common Property
"Portside Wharf Precinct"
CTS 36407
[SP 226107]
[Volume 1616]
PCP Denotes Common Property
"Portside Wharf Precinct"
CTS 36407
[SP 172610]

Denotes Common Property
"Portside Wharf Commercial"
CTS 36342
[SP 248504]
** Denotes Common Property
"Portside Wharf Commercial"
CTS 36342
[SP 248504]

LATERAL ASPECT DIAGRAM A
(View Towards Northwest)
Not to Scale

PCP

**

State copyright reserved
Sheet
Plan
Number
SP213402

0 50mm 100mm 150mm

SP 172606

ADDITIONAL SHEET

Land Title Act, 1994 : Land Act 1994
Form 21A Version 1

Denotes Common Property
"Terrace Wharf Project"
CTS 26407
(SP 213402)
(Proclamation)
PCP Denotes Common Property
"Portable Wharf Project"
CTS 26407
(SP 122618)

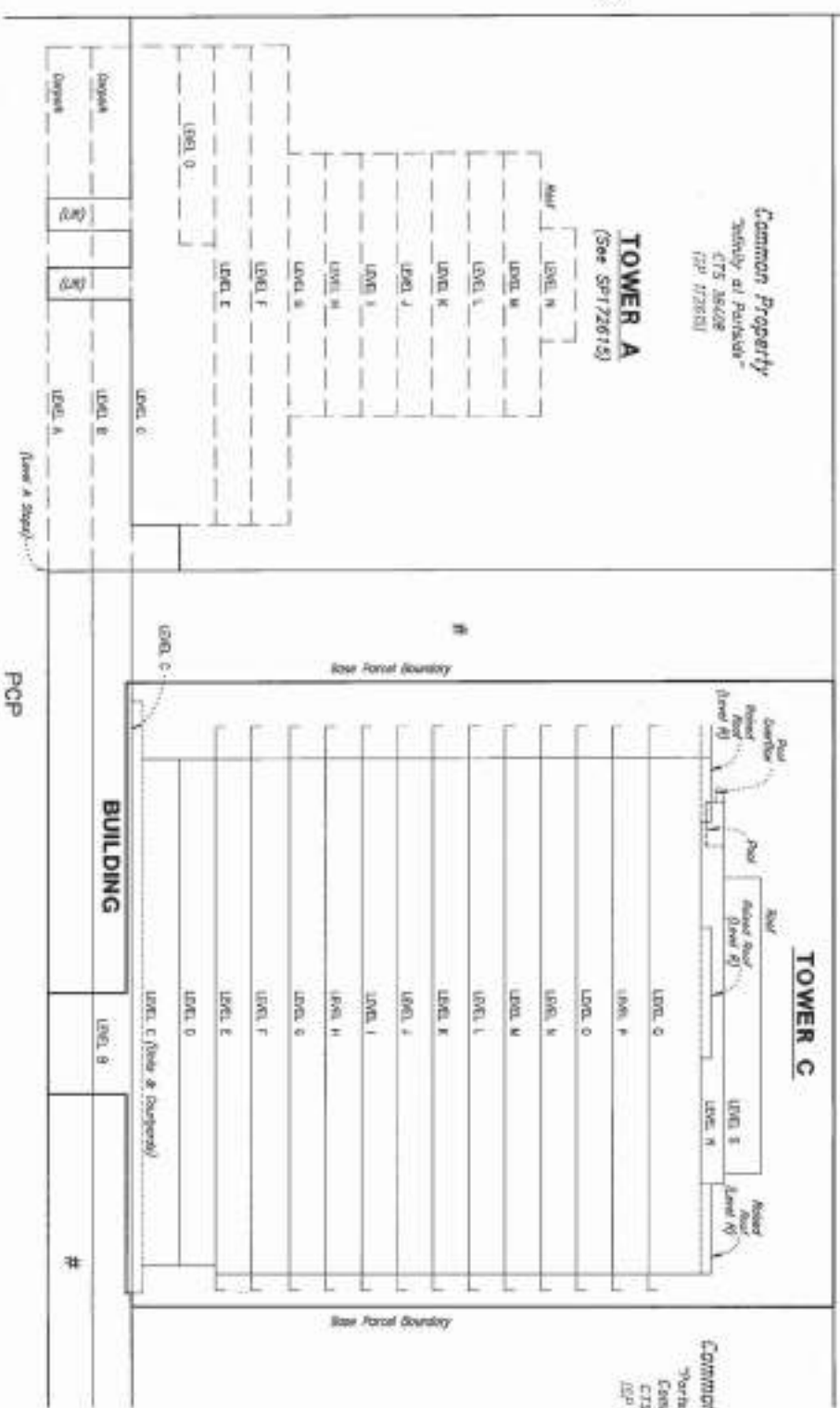
LATERAL ASPECT DIAGRAM B
(View Towards North)
Not to Scale

State copyright reserved.

SP213402
Sheet Plan Number

15
SP 160620

----- Denotes Hidden Level Linework



QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
30/03/2026 11:12 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 55594895

Scheme Name: PORTSIDE WHARF PRINCIPAL COMMUNITY TITLES SCHEME 36407

Body Corp. Addr: SMS BRISBANE
PO BOX 5801
WEST END QLD
4101

COMMUNITY MANAGEMENT STATEMENT No: 36407

Title	Lot	Plan
50648148	CP	SP 172618

Community Titles Scheme
36408
43582
47105
48584

This Community Titles Scheme is in a layered arrangement

COMMUNITY MANAGEMENT STATEMENT Dealing No: 717221448

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ INFOTRACK PTY LIMITED

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



717221448

\$171.00

03/05/2016 10:36

BE 470

1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR PORTSIDE WHARF PRINCIPAL COMMUNITY TITLES SCHEME 36407	Lodger (Name, address, E-mail & phone number) HWL EBSWORTH LAWYERS GPO BOX 2033 BRISBANE QLD 4001 PH: (07) 3169 4700	Lodger Code 88A
2. Lot on Plan Description Common Property of Portside Wharf Principal community titles scheme 36407	Title Reference 50646148	
3. Registered Proprietor/State Lessee BODY CORPORATE FOR PORTSIDE WHARF PRINCIPAL COMMUNITY TITLES SCHEME 36407		
4. Interest NOT APPLICABLE		
5. Applicant BODY CORPORATE FOR PORTSIDE WHARF PRINCIPAL COMMUNITY TITLES SCHEME 36407		
6. Request I hereby request that: the new Community Management Statement deposited herewith which amends Item 4, Schedule A and Schedule B be recorded as the Community Management Statement for Portside Wharf Principal community titles scheme 36407.		
7. Execution by applicant		

3 15 16
Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

MELINDA KATE LEACY
SOLICITOR

36407

This statement incorporates and must include the following:

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

LAND LABEL NUMBER

1. Name of community titles scheme	2. Regulation module		
Portside Wharf Principal community titles scheme 36407	Standard Module		
3. Name of body corporate			
Body Corporate for Portside Wharf Principal community titles scheme 36407			
4. Scheme land			
Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel	See Enlarged Panel	See Enlarged Panel	See Enlarged Panel
5. Name and address of original owner #		6. Reference to plan lodged with this statement	
Not applicable		SP 277728	
# first community management statement only			
7. Local Government community management statement notation			

Not applicable pursuant to s 60(6) of the *Body Corporate and Community Management Act 1997* signed

name and designation

name of Local Government

8. Execution by original owner/Consent of body corporate

Portside Wharf Principal community titles scheme 36407



10/3/16

Execution Date

[Signature]
Chairman/Committee Member

[Signature]
Secretary/Committee Member

*Execution

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

Privacy Statement

Collection of this information is authorised by the *Body Corporate and Community Management Act 1997* and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NSW see <http://www.nsw.qld.gov.au/about/privacy/index.html>.

Portside Wharf Principal community titles scheme 36407

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Portside Wharf Principal community title scheme 36407	Stanley	Toombul	50648148
Lots 20001 to 21405 on SP213402	Stanley	Toombul	50984920 to 50985081
Common Property of Pinnacle Portside Wharf community titles scheme 47105	Stanley	Toombul	50984919
Lots 4001 to 4172 on SP 208823	Stanley	Toombul	50878818 to 50878889
Common Property of Promenade Hamilton Apartments community titles scheme 43582	Stanley	Toombul	50878817
Lots 101 to 163 on SP 172615	Stanley	Toombul	50648162 to 50648224
Common Property of Infinity at Portside community title scheme 36408	Stanley	Toombul	50648161
Lots 50001, 50002, 50101 to 50103, 50201 to 50203, 50301 to 50310, 50401 to 50410, 50501 to 50510, 50601 to 50610, 50701 to 50710, 50801 to 50810, 50901 to 50910, 51001 to 51010, 51101 to 51110, 51201 to 51210, 51301 to 51310, 51401 to 51407 and 51409 to 51410 on SP 277728	Stanley	Toombul	To issue from 50875219
Common Property of Proximity Hamilton community titles scheme	Stanley	Toombul	To issue from 50875219

Portside Wharf Principal community titles scheme 36407

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Infinity at Portside community titles scheme 36408	63	63
Pinnacle Portside Wharf community titles scheme 47105	162	162
Promenade Hamilton Apartments community titles scheme 43582	172	172
Proximity Hamilton community titles scheme	128	128
TOTALS	525	525

PRINCIPLES FOR DECIDING THE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS FOR A LOT

The contribution schedule lot entitlements for the principal scheme have been allocated using the equality principle having regard to:

- (i) the structure of the scheme;
- (ii) the nature, features and characteristics of lots in the scheme; and
- (iii) the purpose for which lots are used.

On the basis of these factors, the original owner considers it is just and equitable for the contribution schedule lot entitlements for the scheme to be not equal.

The scheme is the principal scheme in a layered arrangement of community titles schemes. The scheme is to be developed in stages. Each stage will comprise a residential apartment complex and will have its own community titles scheme and subsidiary body corporate. All lots in the scheme will be used for residential purposes. The principal common property adjacent to each stage will also be developed progressively as the adjoining building is constructed.

The common property for the principal scheme comprises mostly roadways and thoroughfares, landscaping and the basement carpark. Public access will be permitted over parts of the principal common property under the building management statement for the Portside Wharf development which the principal body corporate will be a party to.

Initially, the contribution entitlements for the undeveloped land are discounted until each stage is completed and a new subsidiary scheme created. This reflects:

1. use by owners of the completed stages will have far greater impact on the common property than the owners of the undeveloped land; and
2. only the principal common property adjacent to each completed stage is developed until the later stages are completed.

Once a stage is completed, the subsidiary body corporate for the stage is created and becomes a member of the principal scheme. The number of lots (apartments) within each subsidiary scheme varies. A stage which contains a larger number of lots is likely to have a greater level of use by owners and occupiers (and as a result a greater impact on the cost of maintenance, repairs and administration) of the common property. It is therefore considered just and equitable that, once each stage is completed, the contribution schedule lot entitlement for that stage be determined having regard to the number of lots (being 1 contribution entitlement per apartment) within the subsidiary scheme.

Portside Wharf Principal community titles scheme 36407

PRINCIPLES FOR DECIDING THE INTEREST SCHEDULE LOT ENTITLEMENTS FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme do not reflect the respective market values for the lots.

This is because when the scheme was established, it was determined that the interest schedule lot entitlements:

- (a) for a subsidiary scheme will be determined having regard to the number of lots (being 1 interest entitlement per apartment) in the subsidiary scheme; and
- (b) for undeveloped lots were allocated an entitlement as set out in the table above.

This part in relation to the principles for deciding the interest schedule lot entitlements is severed from this community management statement if not required by section 66 of the *Body Corporate and Community Management Act*.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. The Portside Wharf Principal community titles scheme is a residential scheme developed as part of a mixed use commercial, retail and residential development, including the Brisbane Cruise Port terminal and known as "Portside Wharf". The retail and commercial parts of the development are not part of the scheme land. A building management statement under the *Land Title Act 1994* (BMS) deals with the limited interaction between the scheme land (referred to as the "residential precinct") and the remainder of the development (referred to as the "mixed use precinct").
2. The Portside Wharf Principal scheme is developed in 4 stages as follows:
 - Stage 1 – Building 1 (Infinity at Portside CTS 36408) comprising 63 residential apartments;
 - Stage 2 – Building 4 (Promenade Hamilton Apartments CTS 43582) comprising 172 residential apartments;
 - Stage 3 – Building 2 (Pinnacle Portside Wharf CTS 47105) comprising 162 apartments;
 - Stage 4 – Building 5 (Proximity Hamilton CTS) comprising 128 apartments;
3. The Portside Wharf Principal scheme is a layered arrangement of community titles schemes. This means:
 - there is a community titles scheme and body corporate for the whole Portside Wharf residential precinct (called the "principal scheme"). The body corporate for the principal scheme (the "PBC") administers the principal common property for use of all owners within the Portside Wharf Principal scheme;
 - there are separate community titles scheme (called "subsidiary schemes"), each having its own body corporate.

Each apartment owner is a member of a subsidiary scheme. The body corporate for each subsidiary scheme is a member of the PBC.

SCHEDULE C BY-LAWS

1. INTERPRETING THESE BY-LAWS

1.1 Definitions

Certain words are used throughout these by-laws. Unless the context requires otherwise:

- (a) "**Act**" means the *Body Corporate and Community Management Act 1997*.

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- (b) **"BMS"** means the building management statement for the Portside Wharf development, to which the PBC is a party.
- (c) **"development lot"** means a lot in the principal scheme that has not been further subdivided by a building format plan to create lots and common property in a subsidiary scheme.
- (d) **"lot"** means a lot in the principal scheme or a subsidiary scheme.
- (e) **"on-site manager"** means an owner who is engaged by the PBC or a subsidiary scheme to act as an on-site manager/caretaker to provide management and maintenance services for the scheme and who may also be authorised to provide carry on business as a letting agent for the scheme or subsidiary scheme.
- (f) **"on-site manager's lot"** means a lot in a subsidiary scheme which the community management statement for the subsidiary scheme permits to be used for the management of the scheme by an on-site manager.
- (g) **"owner"** means the owner of a lot and, where the context permits, includes a body corporate for a subsidiary scheme.
- (h) **"PBC"** means the body corporate for the principal scheme.
- (i) **"PBC committee"** means the body corporate committee for the principal scheme.
- (j) **"principal scheme"** means the community titles scheme to which this community management statement relates.
- (k) **"principal common property"** means the common property for the principal scheme.
- (l) **"principal scheme land"** means the whole of the scheme land contained in the principal scheme.
- (m) **"Regulation Module"** means the regulation module which applies to the principal scheme.
- (n) **"utility"** means: electricity, gas, water, cable TV and the like.
- (o) Other terms like **"body corporate"**, **"committee"**, **"common property"**, **"community titles scheme"**, **"scheme land"**, **"occupier"**, **"original owner"** and **"subsidiary scheme"** have the meanings given to them in the Act.

1.2 Interpretation

These general rules of interpretation apply in these by-laws:

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) one gender includes each other gender;
 - (iii) a person includes a company; and
 - (iv) an item or thing includes any part of it.
- (b) References to statutes include all statutes amending, consolidating or replacing them.
- (c) Headings are for guidance only and do not affect the interpretation of these by-laws.

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- (d) Reference to a particular section in a statute includes amending or replacing provisions irrespective of the section number.

1.3 BMS

The BMS overrides these by-laws to the extent of any inconsistency.

1.4 Act

These by-laws must be read in conjunction with owners' and occupiers' obligations under the Act and the Regulation Module, for example:

Act

- | | |
|---------|---|
| s163 | Power to enter lot |
| s165 | Interference with easements of support or shelter |
| s166 | Interference with utility services |
| s167 | Nuisances |
| ss162-6 | By-law contraventions |

Regulation Module

- | | |
|---------|--|
| s120 | Condition of lot - obligations of owners and occupiers |
| s121 | Body corporate may carry out work required of owners and occupiers |
| ss123-5 | Exclusive use by-laws |
| s131 | Improvements affecting insurance premium |
| s132 | Use affecting insurance premium |

1.5 Application of by-laws

The owner or occupier of a lot is responsible for ensuring that any person the owner or occupier invites on to the principal scheme land (for example, children, visitors, contractors, tenants, licensees) complies with these by-laws.

2. USE AND MAINTENANCE OF LOTS

2.1 Use of lots

- (a) Except for on-site manager's lots, lots may only be used for residential purposes.
- (b) On-site manager's lots may be used for residential purposes and for on-site management and letting of lots in accordance with any engagements entered by an on-site manager with the FBC or any subsidiary body corporate in the principal scheme.

2.2 Maintenance/replacement of improvements

The owner of a lot must maintain all improvements on the lot (including landscaping) in good condition and, where necessary, renew or replace worn or damaged improvements with materials of the same type and appearance. The owner must comply with part 3 in carrying out any work under this by-law.

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2.3 Maintenance of lots

The occupier of a lot must:

- (a) keep the interior of the lot in a clean condition;
- (b) take all practical steps to prevent infestation by vermin and insects;
- (c) turn off all water taps in the lot after use;
- (d) not deposit rubbish or other unsuitable material in toilets, sinks, drains or other water apparatus or otherwise use them for any inappropriate purpose;
- (e) not use plumbing, gas and electrical equipment for any purpose other than which they were designed;
- (f) keep windows clean;
- (g) except where it is the responsibility of a body corporate under s109 of the Regulation Module, replace all cracked or broken glass with new glass of the same type and appearance.

2.4 Nuisance

Without limiting s167 of the Act:

- (a) no noxious or offensive trade or activity may be carried on on the principal scheme land;
- (b) televisions, radios and musical instruments must be reasonably controlled so they do not cause annoyance to other occupiers;
- (c) machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the principal scheme land;
- (d) people entering or leaving lots after 11.00 pm must do so quietly.

2.5 Security

The occupier of a lot must:

- (a) lock or securely fasten all doors and windows when in the lot whenever the lot is not occupied; and
- (b) after entry or exit, close and lock any door, gate, roller door or other means of entry to the principal scheme land or a scheme building which is intended to prevent unauthorised access to the principal scheme land or any building or improvement on the principal scheme land.

2.6 Hazardous substances

Occupiers must not:

- (a) store or use any hazardous or flammable substance on the principal scheme land (except normal quantities of usual household substances or fuel in the tank of a vehicle permitted to be on the principal scheme land); or
- (b) bring anything on to the principal scheme land which may increase the cost of insurance or breach any fire safety laws.

2.7 Garbage disposal

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- (a) Garbage must be disposed of in the way provided by the PBC or a subsidiary body corporate. Occupiers must comply with all local authority laws about the disposal of garbage and must ensure the health, and comfort of other occupiers is not adversely affected by the occupier's disposal of garbage.
- (b) An occupier of a lot must not throw or allow any paper, rubbish, cigarette butts, or other refuse to fall out of any window, door or balcony of the lot.

2.8 Hanging things from lots

The occupier of a lot must not:

- (a) hang washing, towels, clothing or other articles so they are visible from outside the lot; or
- (b) display any sign, banner or advertisement on any part of a lot or principal scheme land so it is visible from outside the lot. However a letting agent authorised by the PBC may display reasonable signage as long as it does not detract from the general amenity of the principal scheme land.

2.9 Auctions

Auction sales may not be conducted on the principal scheme land without the prior written consent of the PBC committee.

3. CHANGES TO LOTS

3.1 Structural matters

An owner or occupier of a lot must not:

- (a) make any structural alterations to the lot (including any alteration to gas, water, or electrical installations or installation of any air conditioning system); or
- (b) do anything which might affect the structural integrity of the buildings on the principal scheme land,

without the prior written consent of the PBC committee. The owner or occupier must also obtain any other approval required by law.

3.2 Changes to external appearance

An owner or occupier of a lot may not do anything to change the external appearance of the lot without the prior written consent of the PBC committee and consent of the Brisbane City Council, where applicable. For example, this means an owner or occupier must not:

- (a) enclose the balcony of the lot;
- (b) place or construct any improvement on the lot which can be seen from outside the lot;
- (c) affix any antenna or aerial to the lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window;
- (e) hang any curtains in the lot except curtains with a white backing; or
- (f) alter any landscaping or garden.

3.3 Treatment of Balconies and Terraces

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All balconies and terraces are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant Brisbane City Plan 2000 Residential Code and clearly depicted on approved Council drawings.

3.4 Security Screens

An owner or occupier must not affix security screens to any window or door without the prior written consent of the PBC committee. Only security screens which have the appearance of insect screens and do not detract from the appearance of the building will be approved. Diamond mesh, grills and similar coverings will not be approved.

3.5 Consent to alterations

The following procedure applies to an application for consent under part 3:

- (a) the owner must submit a written request together with plans and specifications to the PBC committee;
- (b) the PBC committee may submit the plans to an architect, engineer or other consultant nominated by it;
- (c) the PBC committee may impose conditions on the approval of the plans and specifications; and
- (d) all fees and costs incurred by the PBC committee must be paid by the owner.

4. USE OF PRINCIPAL COMMON PROPERTY

4.1 Prohibited activities

An owner or occupier of a lot or other person on the principal scheme land must not:

- (a) commit any breach of the BMS or interfere with anyone exercising rights under the BMS;
- (b) obstruct the lawful use of the principal common property by any person;
- (c) damage or misuse any structure on the principal common property;
- (d) create a nuisance whilst on the principal common property;
- (e) damage any lawn, garden or plant on the principal common property;
- (f) install equipment of any type on the principal common property;
- (g) leave any rubbish (other than in receptacles provided by the PBC for that purpose) or store any equipment or material on the principal common property; or
- (h) except with the prior consent of the PBC committee, place any sign on the principal common property.

4.2 Driving and parking of vehicles

- (a) Heavy vehicles (over 2 tonnes tare) may not be brought on to the principal common property.
- (b) Vehicles may not be parked on the principal scheme land except:
 - (i) on areas designated by the PBC as "visitor parking areas"; and
 - (ii) in car spaces allocated to the lots.
- (c) Residential visitor parking will be available 24 hours a day, 7 days a week and free of charge.

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- (d) A vehicle may only be driven on the principal scheme land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (e) All drivers must comply with traffic signs. The maximum speed limit on the principal scheme land is 10kph.
- (f) Caravans, campervans, mobile homes, boats, trailers or bicycles may not be parked on the principal scheme land.
- (g) Areas designated by the PBC as car wash bays may only be used for washing cars. Car washing must be done promptly and all rubbish removed from the designated area.

4.3 Notice of accidents

An occupier who becomes aware of any accident, defect or dangerous situation on the principal common property must promptly give reasonable details to the on-site manager or the PBC committee.

4.4 Restricted access areas

The PBC may secure (and restrict access to) parts of the principal common property reasonably required for:

- (a) utility infrastructure and other services (for example electrical substations, telephone exchanges); and
- (b) storage of equipment for use in the management and administration of the principal scheme land.

5. NON-PAYMENT OF BODY CORPORATE LEVIES

5.1 Recovery Costs

An owner must pay the PBC on demand all costs and expenses incurred by the PBC in recovering levies or other moneys payable by the owner under the Act or these by-laws. These costs include, for example, lawyers' fees (including GST) incurred in connection with any proceedings against the owner.

5.2 Recovery Costs

The costs in by-law 5.1:

- (a) may be entered against the owner's levy account; and
- (b) are deemed to be a liquidated debt recoverable from the owner in any court of competent jurisdiction.

6. RIGHTS OF DEVELOPERS

6.1 Construction and Marketing Rights

Nothing in these by-laws prevents the owner of a development lot from:

- (a) passing over the principal common property (with other people authorised by it and with vehicles and machinery);
- (b) carrying out construction work on the principal scheme land as necessary to complete the development of the principal scheme land (including digging the principal scheme land and interfering with utility infrastructure so long as any damage or interruption is made good by the owner as soon as reasonably practicable);
- (c) using any lot for display purposes;
- (d) placing a reasonable number of signs or advertising or display material on or about the principal scheme land for the sale or letting of lots in the subsidiary schemes.

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The development of the future development land is subject to approval by the Brisbane City Council. As at 1 July 2006, there is no development approval with respect to the future development land nor has any development application been lodged with the Brisbane City Council.

6.2 Construction Access – Special Use By-law

The owner of each development lot has the right to use the area identified in column B of schedule E as indicated on the attached sketch plan marked "Special Rights Areas" for the purpose of constructing improvements on the principal common property (including construction of the basement carpark and thoroughfares and landscaping on the principal common property associated with each stage of the scheme).

7. CARPARKING AND STORAGE AREAS: EXCLUSIVE USE BY-LAW

7.1 Identification of exclusive use areas

The subsidiary body corporate for each lot in column A of schedule E has the exclusive use and enjoyment of the car spaces, garages and storage areas identified in column B of schedule E as indicated on the attached sketch plans marked "Exclusive Use Areas".

The owner of each development lot is entitled, within a reasonable time after the development lot is subdivided by building format plan to create lots and common property for a subsidiary scheme, to allocate the exclusive use and enjoyment of carspaces, garages and storage areas for that development lot to the subsidiary body corporate.

7.2 What Carspaces and Garages can be used for

- (a) A subsidiary body corporate which has the benefit of carspaces, garages and storage spaces under this by-law, may allocate those carspaces, garages and storage spaces under its community management statement to owners of lots in the subsidiary scheme.
- (b) Unenclosed carspaces:
 - (i) may only be used for the parking of a single motor vehicle in each parking bay; and
 - (ii) must not be used for storage, except storage of household furniture and belongings in a storage device permitted under by-law 7.4.
- (c) Garages (enclosed carspaces) may be used for the parking of motor vehicles and for storage of household furniture and belongings.
- (d) An owner or occupier having the exclusive use of a carspace or garage:
 - (i) must ensure that any motor vehicle parked on the car space or in the garage is in sound mechanical condition;
 - (ii) may not use the car space or garage for the parking of caravans, campervans, mobile homes, boats or trailers; and
 - (iii) may not without the consent of the PBC committee, enclose a carspace or install any improvements on the carspace or in the garage unless permitted under by-law 7.4.

7.3 Other rules applying to exclusive use areas

An owner or occupier who has the exclusive use of a car space, garage or storage area ("exclusive use area") under this by-law:

- (a) must not litter or deposit rubbish on the exclusive use area;
- (b) must not store any hazardous substance on the exclusive use area;

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- (c) must not use the exclusive use area in a way that may create a nuisance to any other person.

7.4 Installation of Storage Devices on Unenclosed Car Spaces

An owner may install a wire cage storage device within an unenclosed car space allocated to that owner subject to the following:

- (a) the device must be at least 1 metre from any adjoining unenclosed car space used by another lot owner or occupier and must not obstruct use of neighbouring car space by restricting the opening of car doors of cars parked on the adjoining space;
- (b) the storage device must not interfere with any vents, lighting, sprinklers or other utility infrastructure and must comply with all building and fire codes and requirements;
- (c) the storage device must be kept in a neat and tidy condition and free of pests and vermin at all times and must not be permitted to cause a nuisance; and
- (d) the owner or occupier not the PBC, will be responsible for maintenance of the storage device.

7.5 Maintenance of Car Spaces and Garages

Responsibility for the maintenance of exclusive use carspaces and garages will be as follows:

MAINTENANCE OBLIGATION	PERSON RESPONSIBLE
Provision and maintenance of lighting to the carspace or garage	PBC
Maintenance of garage structure and roller doors	Owner or occupier
Repainting of walls, line marking, numbering, repair of utility infrastructure and other PBC fixtures within carspaces or garages	PBC (except where the damage is caused by an owner or occupier)
Keeping carspaces and garages in a clean and tidy condition and free from pests and vermin	Owner or occupier (but the PBC may arrange regular pest inspection/treatment)
Maintenance of storage devices installed pursuant to by-law 7.4	Owner or occupier

The owners and occupiers must allow the PBC reasonable access to the carspaces and garages for the purpose of this by-law.

7.6 Maintenance of Storage Areas

The owner or occupier of a lot having the benefit of an exclusive use storage area is responsible for:

- (a) keeping the storage area in a clean and tidy condition and free of pests and vermin; and
- (b) maintaining the storage area (including all fixtures and fittings comprising the storage area) in good condition.

8. BULK SUPPLY OF UTILITIES

The PBC may at its election supply or engage another person to supply utilities to owners or occupiers in the scheme and in that case the following will apply:

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- (a) the PBC may enter into a contract for the purchase of reticulated utilities on the most economical basis, for the whole of the scheme from the relevant authority and may sell reticulated utility to each owner or occupier in the scheme provided, in respect of electricity supply, the PBC's charge must not exceed the lowest available tariff to the owner or occupier for supply of the electricity direct from the relevant electricity authority;
- (b) each owner or occupier must purchase and use all utilities consumed in the owner's or occupier's lot direct from the PBC and must not purchase the utility from any other source;
- (c) the PBC is not required to supply to any owner or occupier utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) the PBC may charge for the services (including for the installation of, and the cost associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the PBC for supplying the services;
- (e) the PBC may render accounts to each owner or occupier and such accounts are payable to the PBC within 14 days of the delivery of such accounts;
- (f) in respect of an account which has been rendered pursuant to these by-laws, then an owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that owner or occupier became the owner or occupier of that lot;
- (g) if a proper account for the supply of reticulated utility is not paid by its due date payment, then the PBC is entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated utility to the relevant lot;
- (h) the PBC is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (i) the PBC may, from time to time, determine a security deposit to be paid by each owner or occupier who is connected to the supply of the reticulated utility as a guarantee against non-payment of accounts for the supply of reticulated utility.

Portside Wharf Principal community titles scheme 36407

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

LOTS AFFECTED BY STATUTORY EASEMENTS

Each lot and the common property is subject to and has the benefit of:

- easements for lateral or subjacent support under the *Land Title Act 1994*, s115N;
- easements for utility services and utility infrastructure under the *Land Title Act 1994*, ss115O and 115P;
- easements for projections under the *Land Title Act 1994*, s115R;
- easements for maintenance of buildings close to boundaries under the *Land Title Act 1994*, s115S.

CONNECTION TO UTILITY INFRASTRUCTURE

The owner of a development lot in the scheme as described in Schedule C may connect to utility infrastructure on the principal common property. For as long as it takes to complete construction of the development the owner of a development lot may:

- enter the principal common property;
- install construction fencing and hoardings on the common property as required to comply with the laws about construction safety; and
- close parts of the principal common property required for construction purposes for as long as is required to complete construction of the development.

SERVICES LOCATION DIAGRAM

With respect to Section 66(1)(d)(ii) of the *Body Corporate and Community Management Act 1997*, the building footprint extends to the external boundaries of the common property of the scheme land at those locations where the services enter the scheme land except for a negligible amount (approximately 100 millimetres). In such instances, it is impracticable to prepare a Services Location Diagram for service easements outside the building footprint.

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

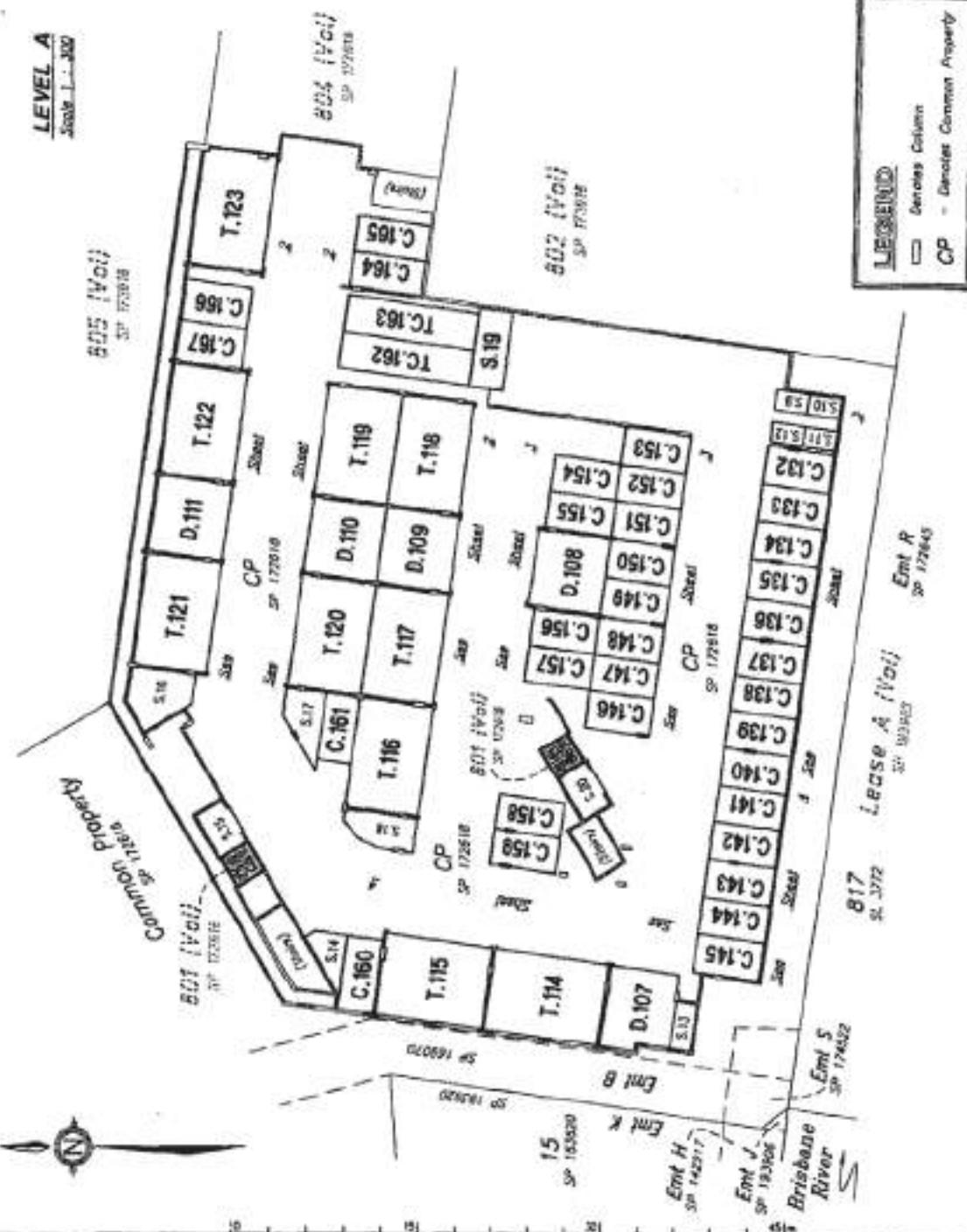
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7.1	Infinity at Portside Community Titles Scheme 36408	Areas C101 to C167, D101 to D111 and T101 to T123 on the Exclusive Use Plan	Carparking and (subject to by-law 7) storage
7.1	Infinity at Portside Community Titles Scheme 36408	Areas S1 to S4 and S8 to S21 on the Exclusive Use Plans	Storage
7.1	Pinnacle Portside Wharf Community Titles Scheme 47105	Areas PC 1 to PC 147 and PT 1 to PT 36 on the Exclusive Use Plans	Carparking and (subject to by-law 7) storage

Portside Wharf Principal community titles scheme 36407

By-law No	"A" Lot on Plan	"B" Area	"C" Purpose
7.1	Pinnacle Portside Wharf Community Titles Scheme 47105	Areas PS 2, PS 5 to PS 22, PS 24 and PS 26 to PS 144 on the Exclusive Use Plans	Storage

'PORTSIDE WHARF PRINCIPAL' COMMUNITY TITLES SCHEME 36401

LEVEL A
Scale 1:300



SKETCH PLAN FOR EXCLUSIVE USE PURPOSES
Over Part of Common Property on
Level A
'Portside Wharf Principal' C.T.S.

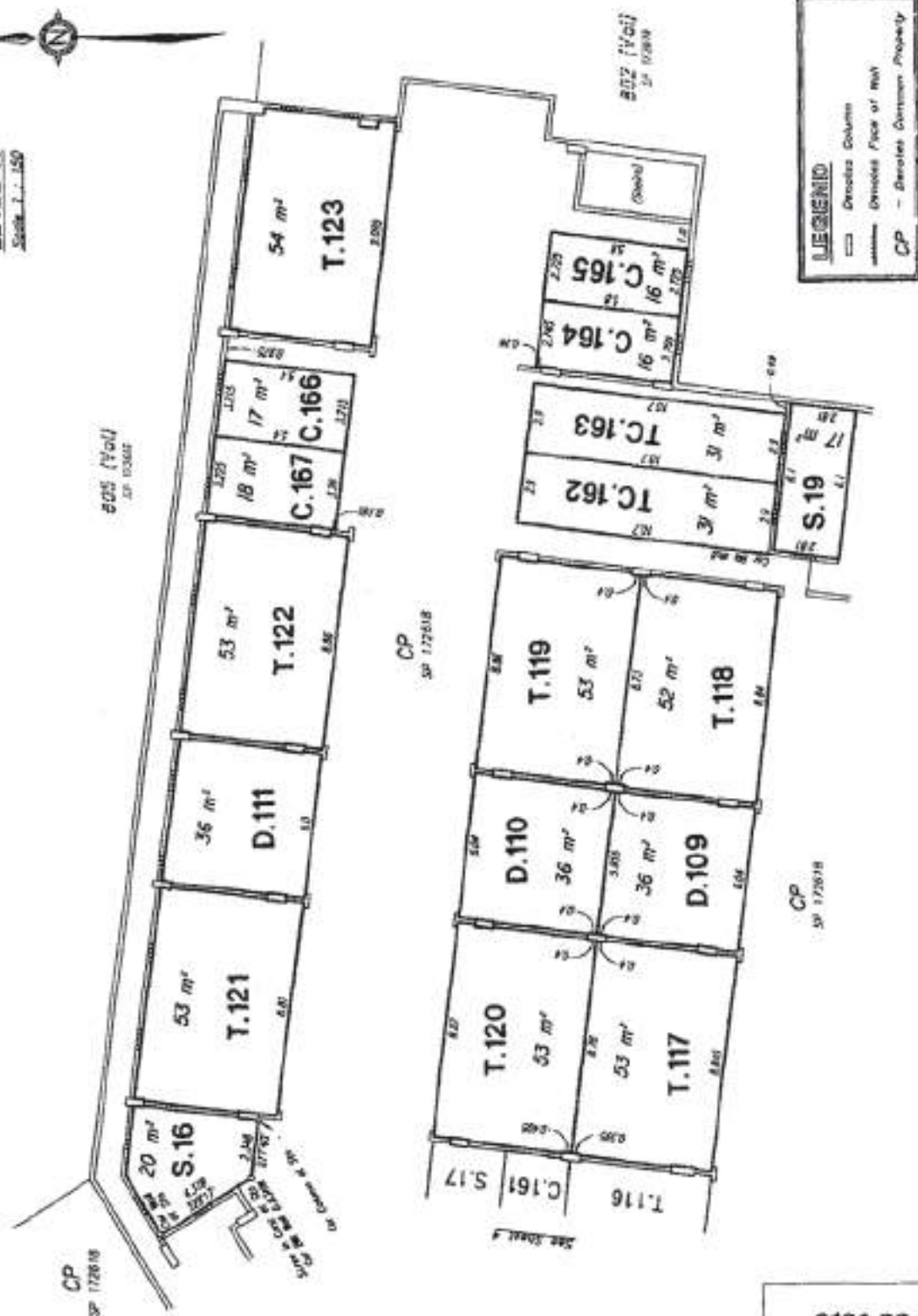
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6121-66
(Sheet 1 of 4)

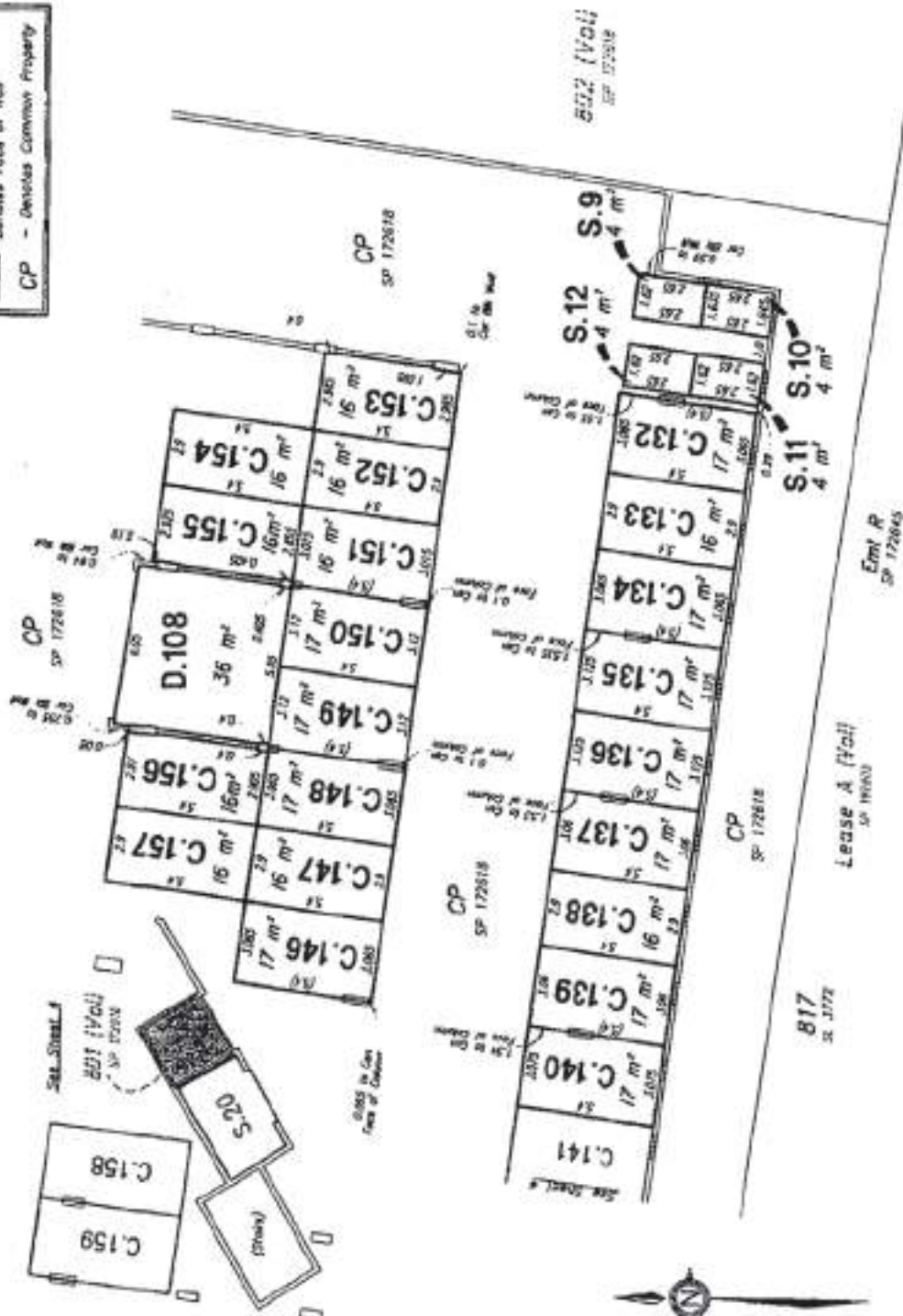
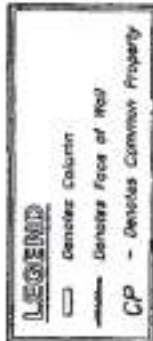
'PORTSIDE WHARF PRINCIPAL' COMMUNITY TITLES SCHEME 36407

LEVEL A
Scale 1:150



6121-66
(Sheet 2 of 4)

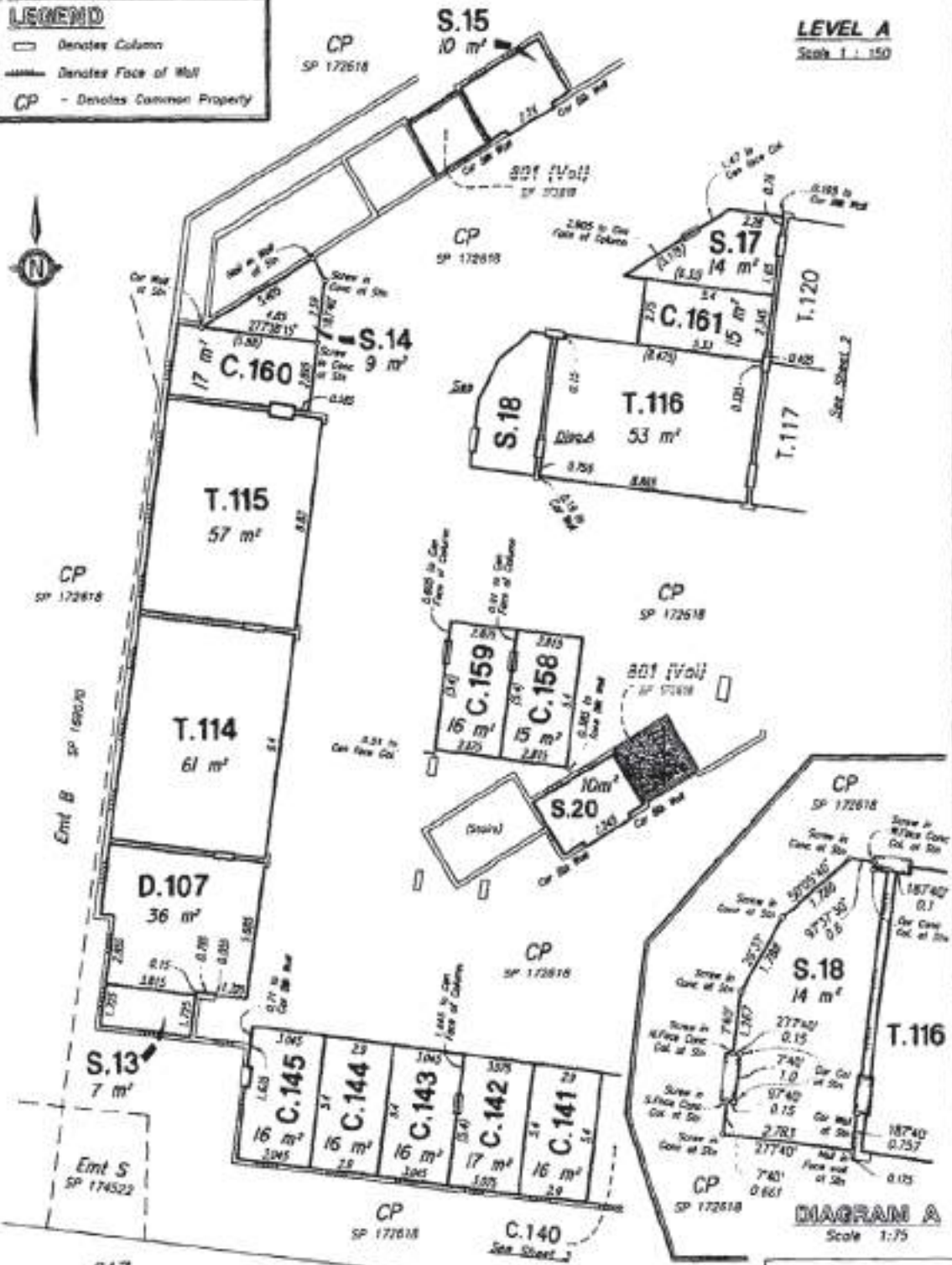
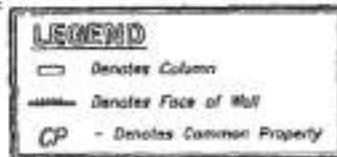
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LEVEL A
Scale 1:150

6121-66
(Sheet 3 of 4)

'PORTSIDE WHARF PRINCIPAL' COMMUNITY TITLES SCHEME 36407



817
SL 3772

Lease A (Vol)
SP 172618

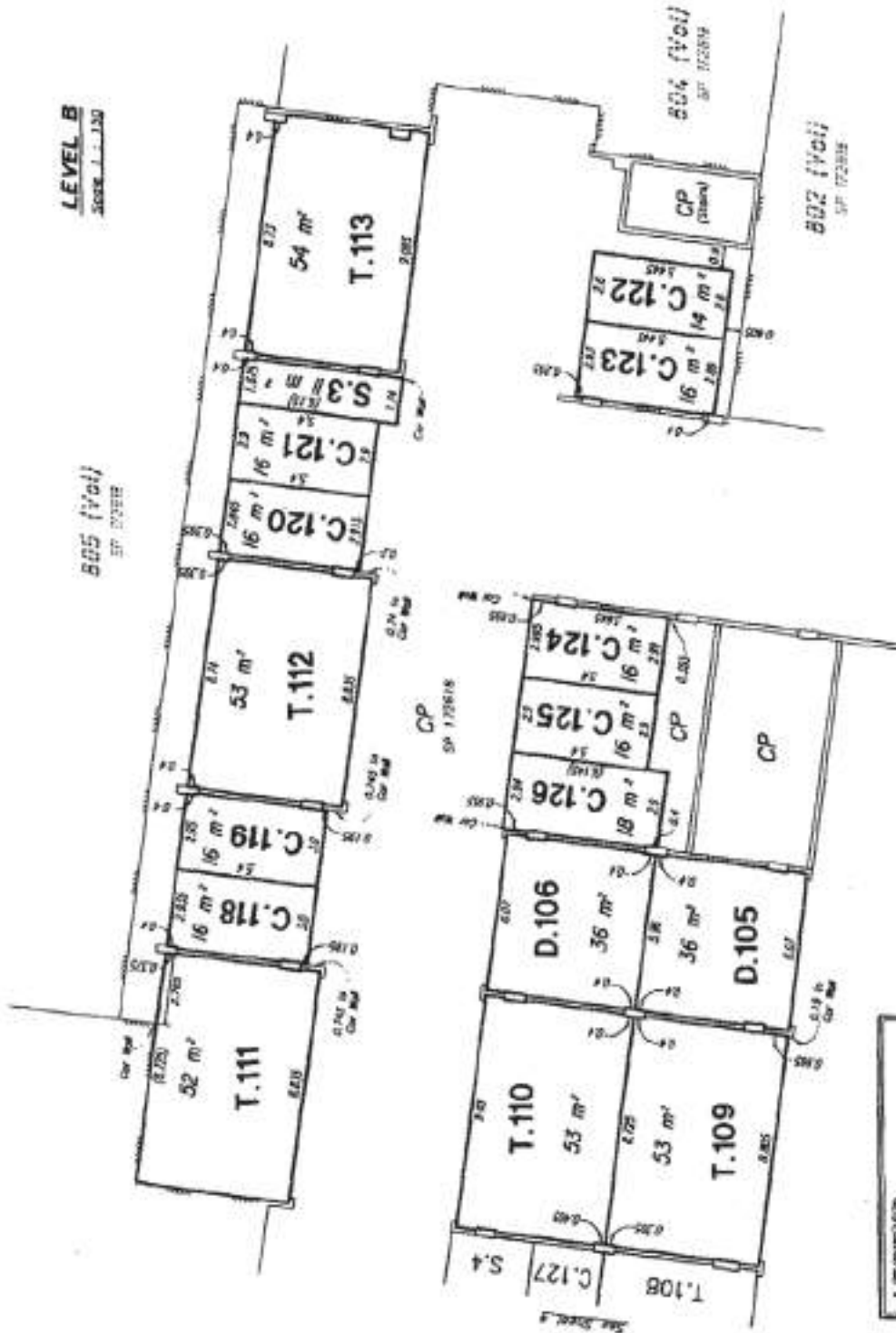
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SP 172645

6121-66
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'PORTSIDE WHARF PRINCIPAL' COMMUNITY TITLES SCHEME 36407

LEVEL B
Scale 1:120

B05 (Vol)
SP 172818



LEGEND

- Denotes Column
- Denotes Face of Wall
- CP - Denotes Common Property

6121-67
(Sheet 2 of 4)

'PORTSIDE WHARF PRINCIPAL' COMMUNITY TITLES SCHEME 36407

LEVEL B
Scale 1:150



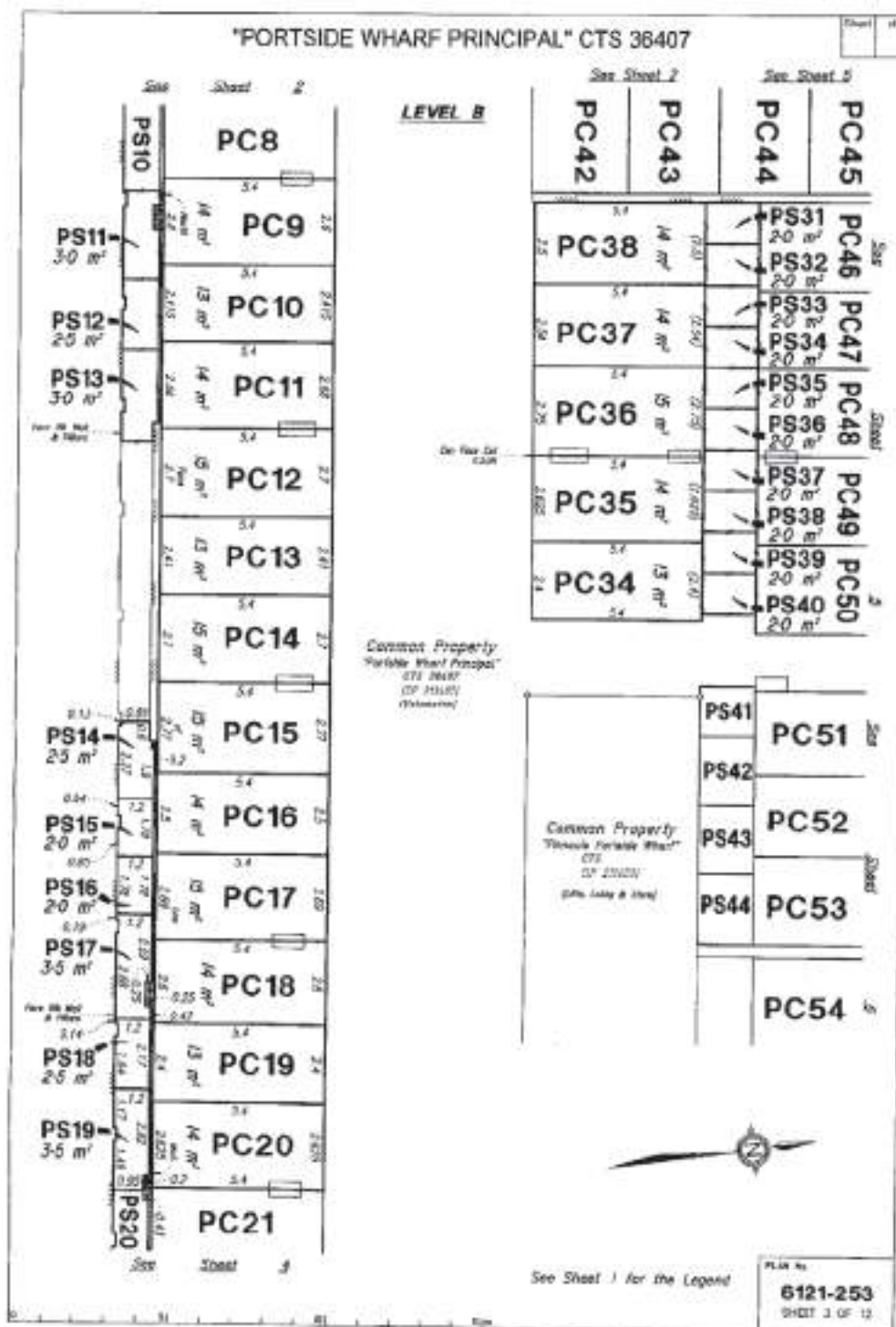
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 □ Denotes Face of Wall
 CP - Denotes Common Property

6121-67
(Sheet 3 of 4)

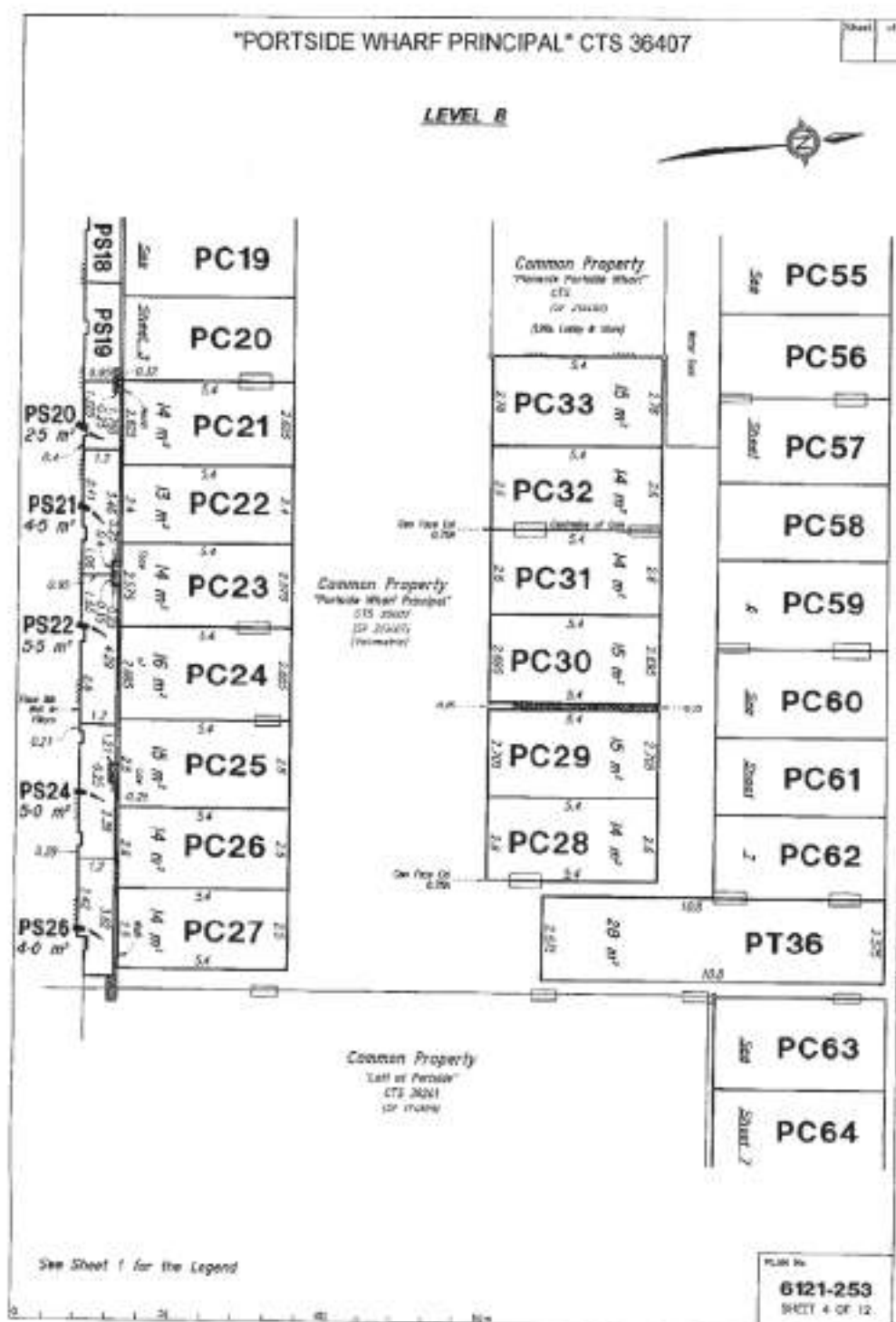
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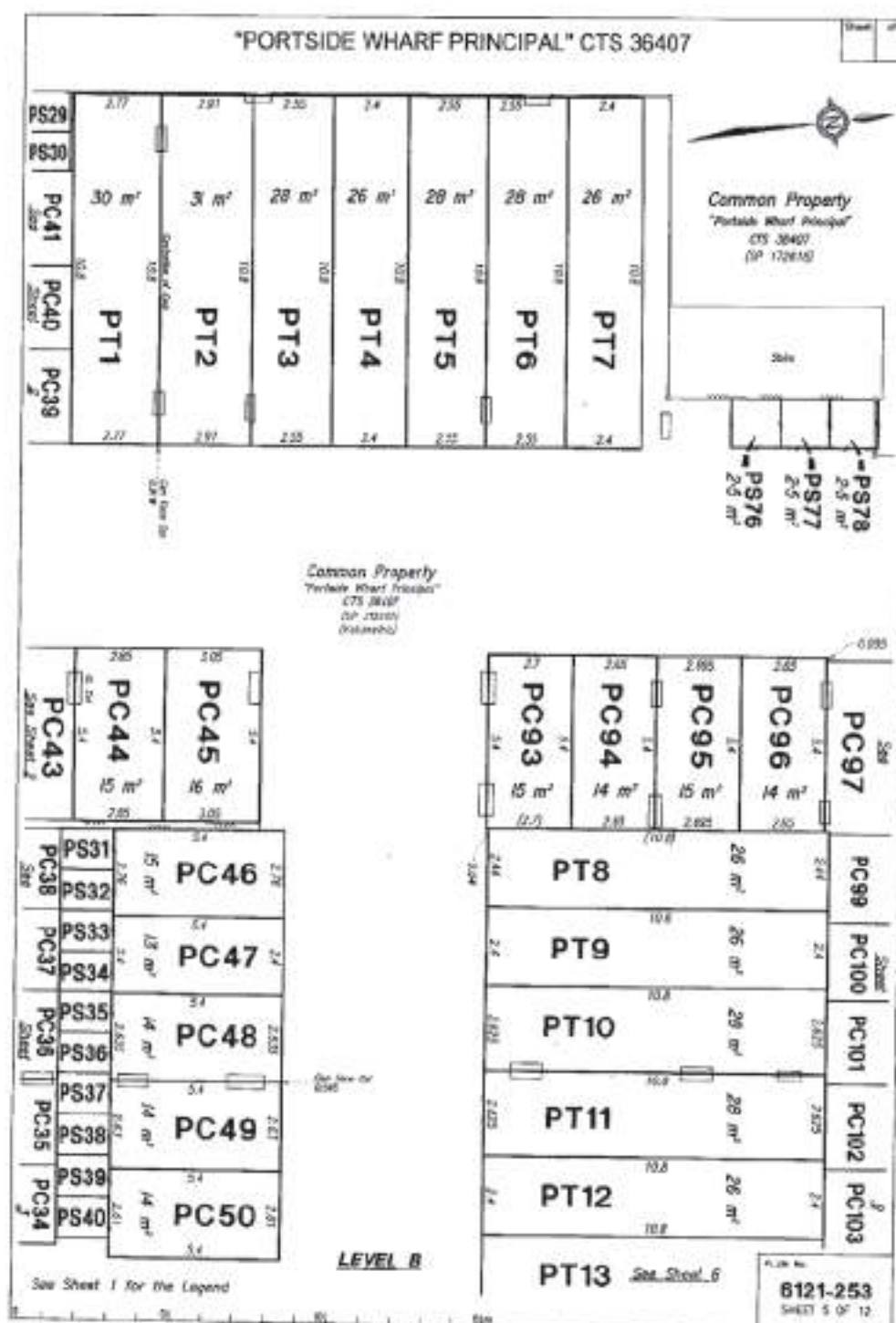
Portside Wharf Principal community titles scheme 36407



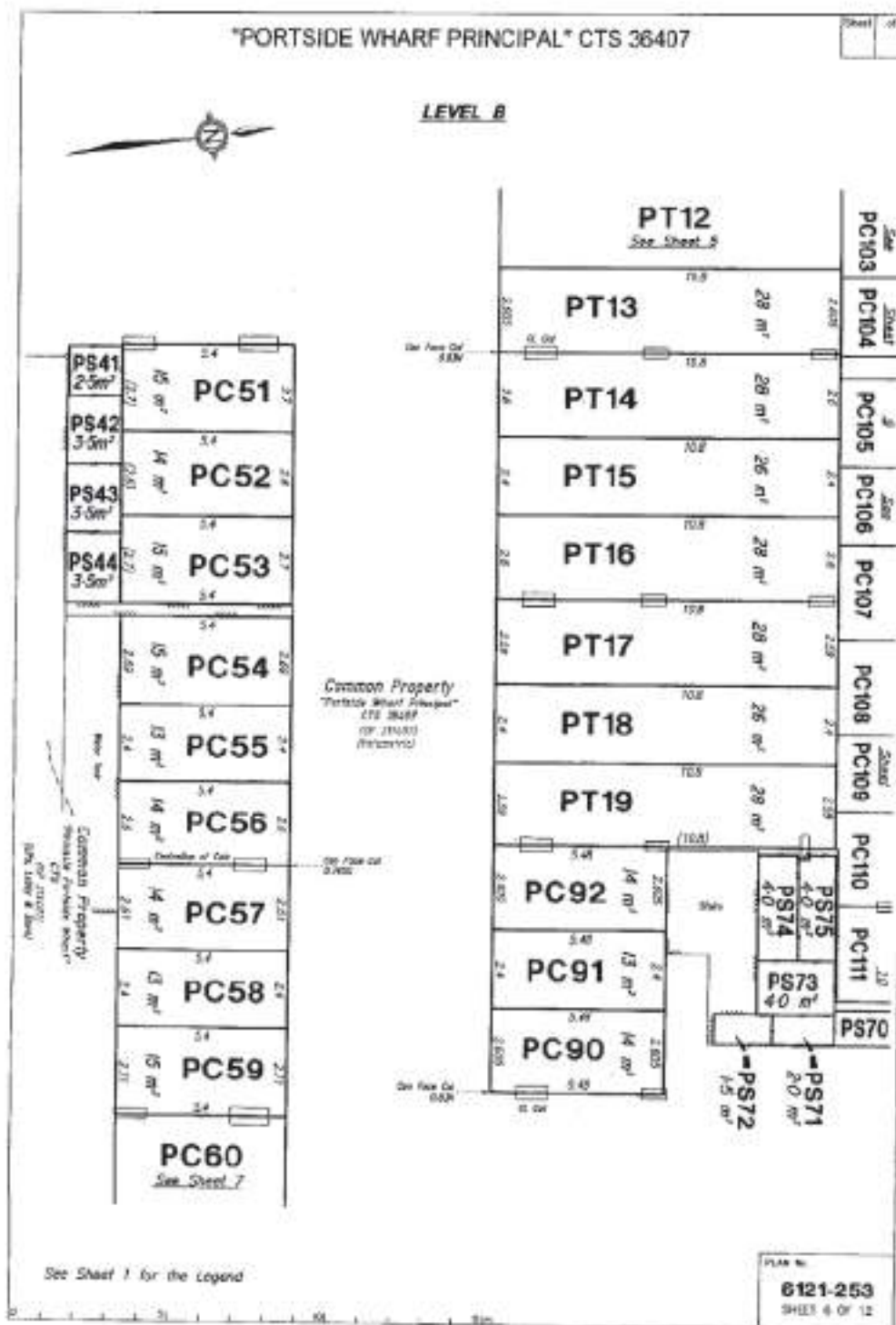
Portside Wharf Principal community titles scheme 36407



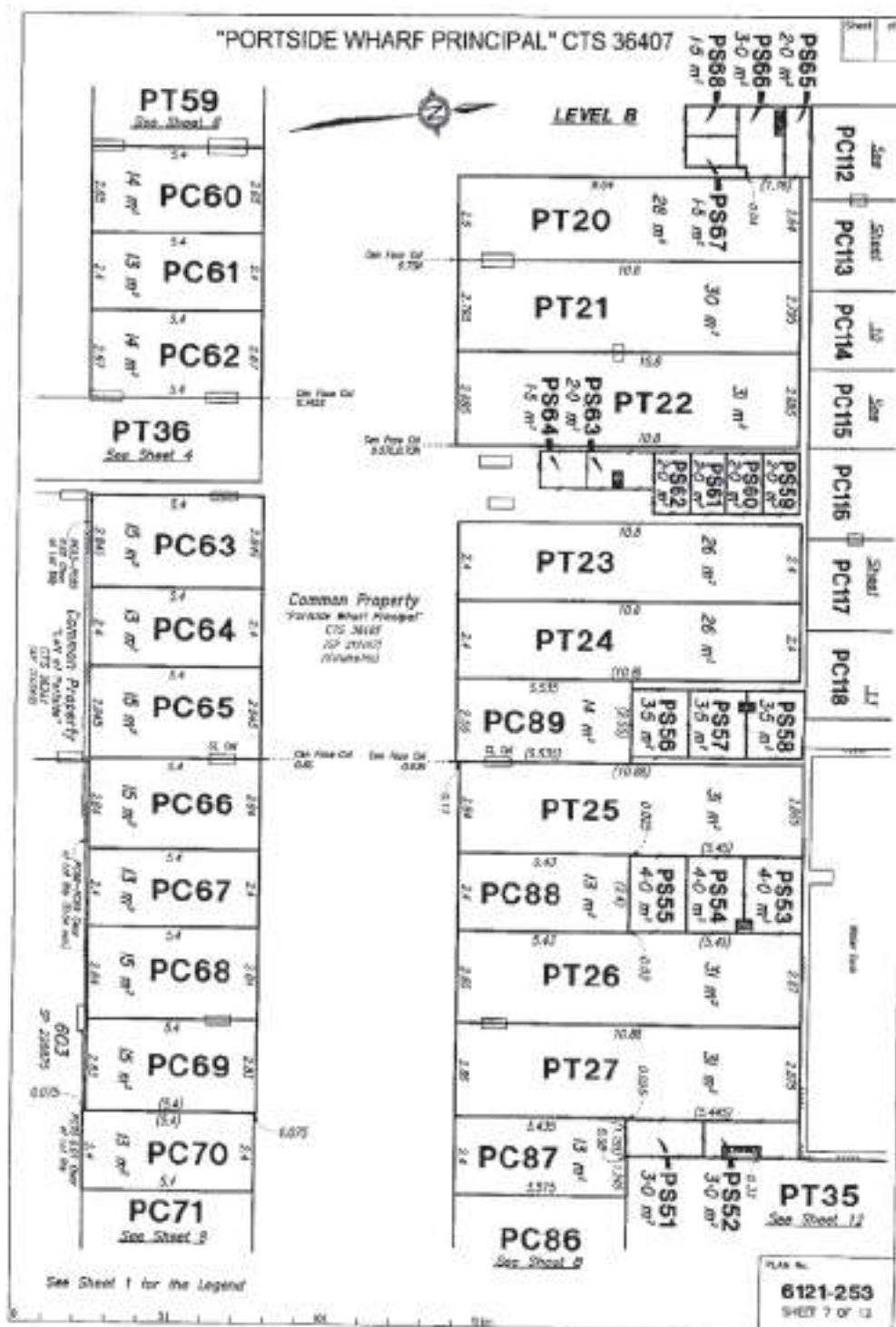
Portside Wharf Principal community titles scheme 36407



Portside Wharf Principal community titles scheme 36407

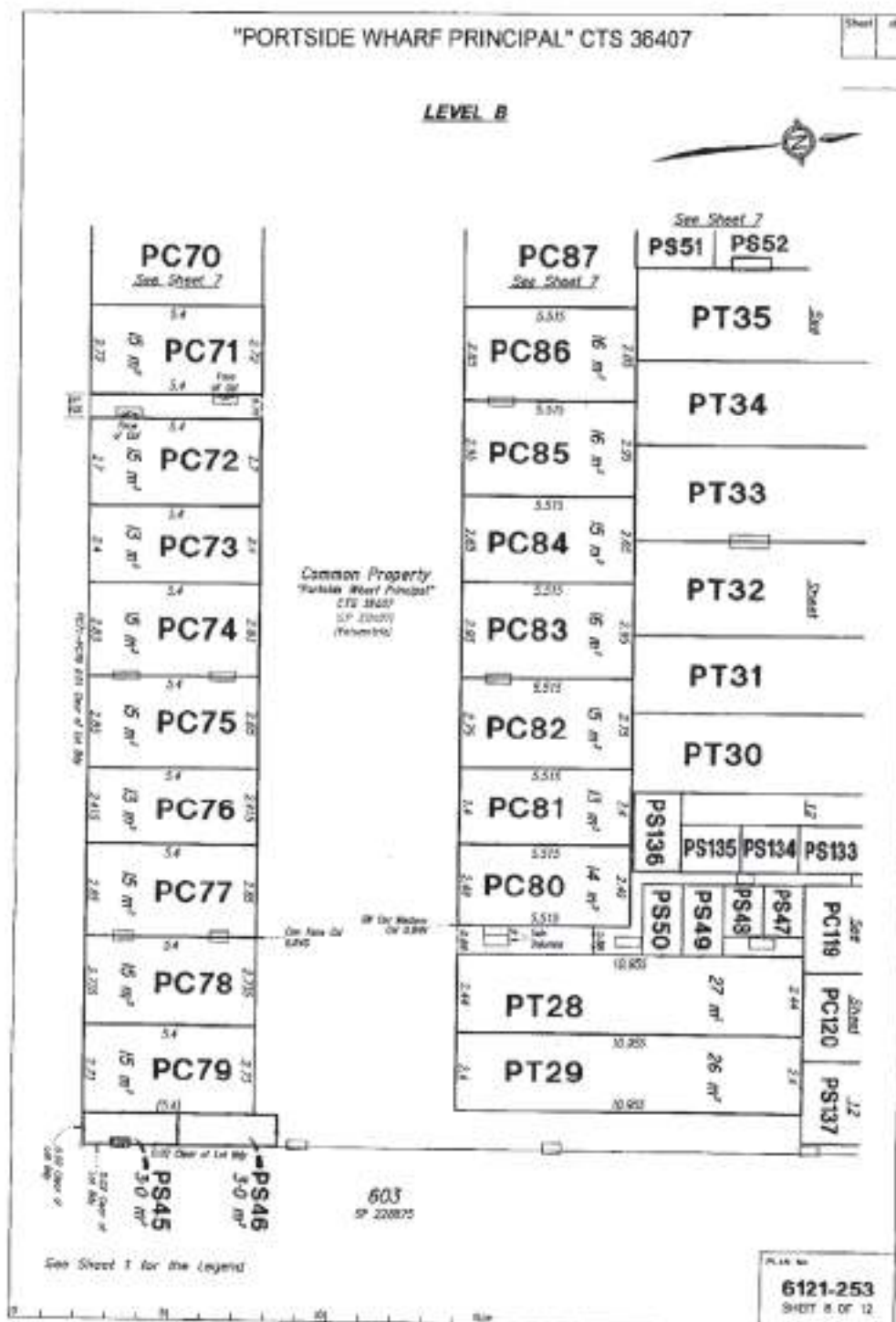


Portside Wharf Principal community titles scheme 36407



"PORTSIDE WHARF PRINCIPAL" CTS 38407

LEVEL B



"PORTSIDE WHARF PRINCIPAL" CTS 36407

LEVEL B

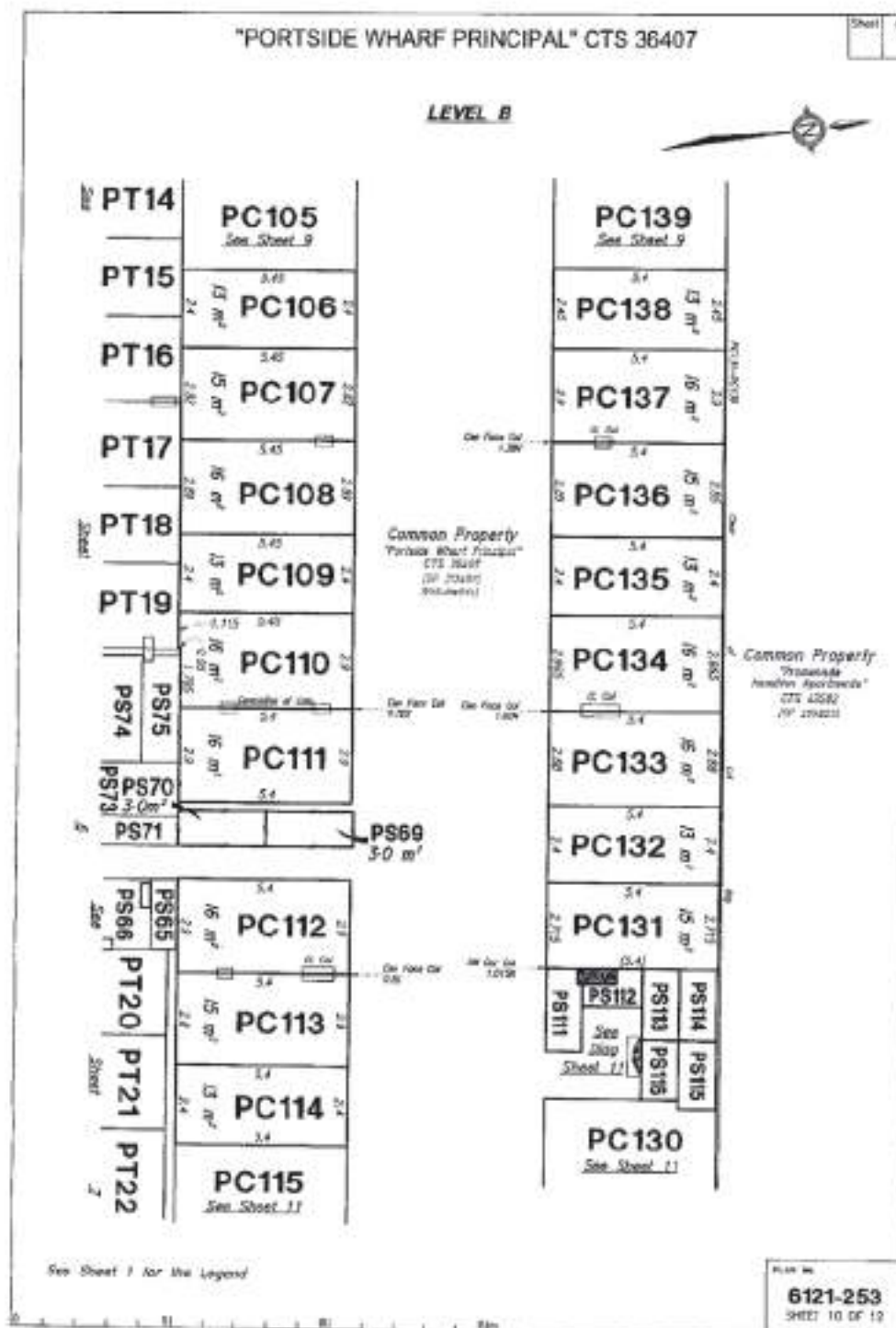
Common Property
"Portside Wharf Principal"
CTS 36407
(SP 172616)

8.15
SP 172616
(Volume)

See Sheet 1 for the Legend

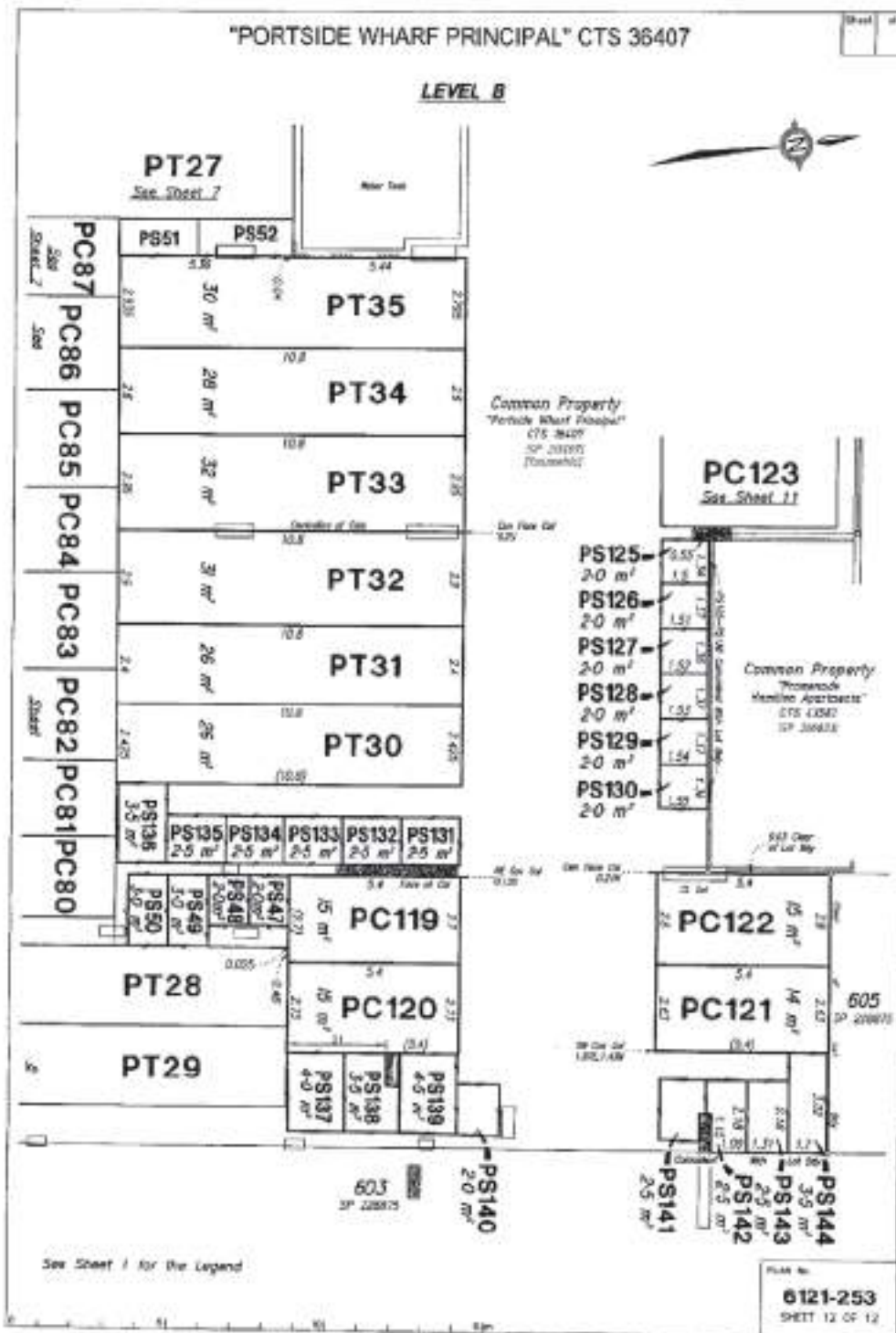
6121-253
SHEET 9 OF 12

Portside Wharf Principal community titles scheme 36407



[illegible]

Portside Wharf Principal community titles scheme 36407



QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994
and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4

Duty Imprint Page 1 of 1



Number

OFFICIAL USE ONLY

authorised by legislation and is
valid. For more information see
the Department's website.

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
Request to record new Community Management Statement for Pinnacle Portside Wharf Community Titles Scheme 47105	Strata Management Group PO Box 5258 West End PH: 07 3267 1888	2480
2. Lot on Plan Description	Title Reference	
Common Property of Pinnacle Portside Wharf Community Titles Scheme 47105	50984919	
3. Registered Proprietor/State Lessee	Body Corporate for Pinnacle Portside Wharf Community Titles Scheme 47105	
4. Interest	NOT APPLICABLE	
5. Applicant	Body Corporate for Pinnacle Portside Wharf Community Titles Scheme 47105	
6. Request	I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C. of the existing Community Management Statement be recorded as the New Community Management Statement for Pinnacle Portside Wharf Community Titles Scheme 47105.	

7. Execution by applicant
Body Corporate for Pinnacle Portside Wharf Community Titles Scheme 47105
11/11/2025 Execution Date 11/11/2025 Execution Date <i>[Signature]</i> Applicant's Signature Gregory Ford Chairperson <i>[Signature]</i> Applicant's Signature Jenny Manwaring Secretary

THIS STATEMENT IS TO BE DEPOSITED WITH:
REQUEST; AND
EXEMPTION TO THE PLANNING
BODY CMS NOTATION APPLIES).
A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS
OF THE DATE OF CONSENT BY THE BODY CORPORATE
Office use only
CMS LABEL NUMBER

This statement incorporates and must
include the following:

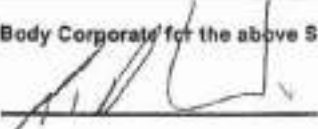
Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme	2. Regulation module
PINNACLE PORTSIDE WHARF COMMUNITY TITLES SCHEME 47105	ACCOMMODATION
3. Name of body corporate	
BODY CORPORATE FOR PINNACLE PORTSIDE WHARF COMMUNITY TITLES SCHEME 47105	
4. Scheme land	
Lot or Plan Description	Title Reference
LOT 20001-20015, 20101-20104, 20201-20212, 20301-20312, 20401-20412, 20501-20504, 20505-20512, 20601-20604, 20605-20612, 20701-20704, 20705-20712, 20801-20804, 20805-20812, 20901-20904, 20905-20912, 21001-21004, 21005-21012, 21101-21112, 21201-21212, 21301-21312, AND 21401-21405 ON SP 213402.	50984920 to 5098508
Common Property for Pinnacle Portside Wharf Community Titles Scheme 47105	50984919
5. Name and address of original owner	6. Reference to plan lodged with this statement
NOT APPLICABLE	NOT APPLICABLE
* first community management statement only	
7. New CMS exemption to planning body community management statement notation (if applicable)	
Not applicable pursuant to section 60(5) of the Body Corporate and Community Management Act 1997.	
*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.	
8. Consent of body corporate	

SEE FORM 20 – BCCM EXECUTION

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

FORM 20 Version 2

1. Community Titles Scheme (CTS) Name		CTS Number	
PINNACLE PORTSIDE WHARF COMMUNITY TITLES SCHEME		47106	
2. Module Type of BCCM Scheme		Instrument being executed (using this certificate)	
Accommodation Module		New CMS	
3. Execution by the Body Corporate for the above Scheme*			
Signature 		Signature 	
Signer Name Gregory Ford		Signer Name Jenny Manwaring	
Signer Authority Chairperson of the Body Corporate Committee		Signer Authority Secretary of the Body Corporate Committee	
Entity (if applicable)		Entity (if applicable)	
Execution Date 11/11/2025		Execution Date 11/11/2025	

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the Body Corporate and Community Management Act 1997.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner – Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate – Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority – Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the Acquisition of Land Act 1967 and Section 51 or 51A of the Body Corporate and Community Management Act 1997. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2060] of the Land Title Practice Manual.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 20001 on SP 213402	1088	924
Lot 20002 on SP 213402	1078	908
Lot 20003 on SP 213402	1118	979
Lot 20004 on SP 213402	1089	957
Lot 20005 on SP 213402	1090	957
Lot 20006 on SP 213402	1081	935
Lot 20007 on SP 213402	1081	902
Lot 20008 on SP 213402	1085	957
Lot 20009 on SP 213402	1126	990
Lot 20010 on SP 213402	1085	935
Lot 20011 on SP 213402	1083	935
Lot 20012 on SP 213402	1083	935
Lot 20013 on SP 213402	1067	858
Lot 20014 on SP 213402	1092	825
Lot 20015 on SP 213402	1098	715
Lot 20101 on SP 213402	1067	726
Lot 20102 on SP 213402	873	424
Lot 20103 on SP 213402	1068	800
Lot 20104 on SP 213402	1068	622
Lot 20201 on SP 213402	1071	737
Lot 20202 on SP 213402	1073	748
Lot 20203 on SP 213402	1078	864
Lot 20204 on SP 213402	1071	847
Lot 20205 on SP 213402	1072	836
Lot 20206 on SP 213402	1284	1045
Lot 20207 on SP 213402	1074	748
Lot 20208 on SP 213402	876	451
Lot 20209 on SP 213402	1072	737
Lot 20210 on SP 213402	877	429
Lot 20211 on SP 213402	1071	605
Lot 20212 on SP 213402	1071	627
Lot 20301 on SP 213402	1075	748
Lot 20302 on SP 213402	1075	759
Lot 20303 on SP 213402	1081	875
Lot 20304 on SP 213402	1074	858
Lot 20305 on SP 213402	1075	847
Lot 20306 on SP 213402	1288	1078
Lot 20307 on SP 213402	1077	759
Lot 20308 on SP 213402	881	462
Lot 20309 on SP 213402	1075	748
Lot 20310 on SP 213402	882	440

Lot on Plan	Contribution	Interest
Lot 20311 on SP 213402	1075	616
Lot 20312 on SP 213402	1075	638
Lot 20401 on SP 213402	1079	759
Lot 20402 on SP 213402	1080	770
Lot 20403 on SP 213402	1085	886
Lot 20404 on SP 213402	1079	869
Lot 20405 on SP 213402	1080	858
Lot 20406 on SP 213402	1293	1111
Lot 20407 on SP 213402	1081	770
Lot 20408 on SP 213402	885	468
Lot 20409 on SP 213402	1080	781
Lot 20410 on SP 213402	887	446
Lot 20411 on SP 213402	1080	622
Lot 20412 on SP 213402	1080	644
Lot 20501 on SP 213402	1084	814
Lot 20502 on SP 213402	1085	825
Lot 20503 on SP 213402	1299	1320
Lot 20504 on SP 213402	1299	1276
Lot 20506 on SP 213402	1298	1144
Lot 20507 on SP 213402	1086	781
Lot 20508 on SP 213402	890	479
Lot 20509 on SP 213402	1085	792
Lot 20510 on SP 213402	891	457
Lot 20511 on SP 213402	1085	633
Lot 20512 on SP 213402	1085	655
Lot 20601 on SP 213402	1089	825
Lot 20602 on SP 213402	1089	836
Lot 20603 on SP 213402	1296	1342
Lot 20604 on SP 213402	1296	1298
Lot 20606 on SP 213402	1302	1177
Lot 20607 on SP 213402	1091	803
Lot 20608 on SP 213402	895	490
Lot 20609 on SP 213402	1089	814
Lot 20610 on SP 213402	896	462
Lot 20611 on SP 213402	1089	638
Lot 20612 on SP 213402	1089	660
Lot 20701 on SP 213402	1093	836
Lot 20702 on SP 213402	1094	847
Lot 20703 on SP 213402	1299	1364
Lot 20704 on SP 213402	1299	1320
Lot 20706 on SP 213402	1307	1210
Lot 20707 on SP 213402	1095	814
Lot 20708 on SP 213402	899	501
Lot 20709 on SP 213402	1094	825

Lot on Plan	Contribution	Interest
Lot 20710 on SP 213402	901	473
Lot 20711 on SP 213402	1094	849
Lot 20712 on SP 213402	1094	871
Lot 20801 on SP 213402	1098	847
Lot 20802 on SP 213402	1099	858
Lot 20803 on SP 213402	1304	1385
Lot 20804 on SP 213402	1304	1342
Lot 20806 on SP 213402	1312	1243
Lot 20807 on SP 213402	1100	825
Lot 20808 on SP 213402	804	506
Lot 20809 on SP 213402	1099	836
Lot 20810 on SP 213402	905	479
Lot 20811 on SP 213402	1099	855
Lot 20812 on SP 213402	1099	877
Lot 20901 on SP 213402	1103	858
Lot 20902 on SP 213402	1103	889
Lot 20903 on SP 213402	1309	1408
Lot 20904 on SP 213402	1309	1364
Lot 20906 on SP 213402	1316	1276
Lot 20907 on SP 213402	1105	836
Lot 20908 on SP 213402	909	517
Lot 20909 on SP 213402	1103	847
Lot 20910 on SP 213402	910	490
Lot 20911 on SP 213402	1103	666
Lot 20912 on SP 213402	1103	688
Lot 21001 on SP 213402	1108	899
Lot 21002 on SP 213402	1108	880
Lot 21003 on SP 213402	1313	1430
Lot 21004 on SP 213402	1313	1388
Lot 21006 on SP 213402	1321	1309
Lot 21007 on SP 213402	1109	847
Lot 21008 on SP 213402	913	523
Lot 21009 on SP 213402	1108	858
Lot 21010 on SP 213402	915	495
Lot 21011 on SP 213402	1108	671
Lot 21012 on SP 213402	1108	693
Lot 21101 on SP 213402	1112	880
Lot 21102 on SP 213402	1113	891
Lot 21103 on SP 213402	1118	979
Lot 21104 on SP 213402	1112	946
Lot 21105 on SP 213402	1113	935
Lot 21106 on SP 213402	1326	1342
Lot 21107 on SP 213402	1114	858
Lot 21108 on SP 213402	918	534

Lot on Plan	Contribution	Interest
Lot 21109 on SP 213402	1113	869
Lot 21110 on SP 213402	919	506
Lot 21111 on SP 213402	1113	652
Lot 21112 on SP 213402	1113	704
Lot 21201 on SP 213402	1117	891
Lot 21202 on SP 213402	1118	902
Lot 21203 on SP 213402	1123	990
Lot 21204 on SP 213402	1116	957
Lot 21205 on SP 213402	1118	946
Lot 21206 on SP 213402	1330	1408
Lot 21207 on SP 213402	1119	924
Lot 21208 on SP 213402	923	500
Lot 21209 on SP 213402	1118	902
Lot 21210 on SP 213402	924	512
Lot 21211 on SP 213402	1118	868
Lot 21212 on SP 213402	1118	710
Lot 21301 on SP 213402	1122	902
Lot 21302 on SP 213402	1122	913
Lot 21303 on SP 213402	1127	1001
Lot 21304 on SP 213402	1121	968
Lot 21305 on SP 213402	1122	957
Lot 21306 on SP 213402	1335	1441
Lot 21307 on SP 213402	1123	935
Lot 21308 on SP 213402	927	561
Lot 21309 on SP 213402	1122	913
Lot 21310 on SP 213402	929	523
Lot 21311 on SP 213402	1122	699
Lot 21312 on SP 213402	1122	721
Lot 21401 on SP 213402	1396	1760
Lot 21402 on SP 213402	1378	2255
Lot 21403 on SP 213402	1390	2420
Lot 21404 on SP 213402	1395	2503
Lot 21405 on SP 213402	1398	1870
TOTALS	179076	141883

A. Deciding Contribution Schedule Lot Entitlements (CSLE)

The CSLE have been decided using the equality principle as defined in the Body Corporate and Community Management Act 1997 (BCCM).

The CSLE for the scheme are not equal. As required by s46A of the BCCM, the CSLE demonstrates the relationship between the lots by reference to one or more of the following factors (Factors):

- How the scheme is structured;
- The nature, features and characteristics of the lots in the scheme;
- The purposes for which the lots are used;
- The impact the lots have on the costs of maintaining the common property, and
- The market values of the lots.

We discuss each of the factors, and their applicability, below.

(a) How the Scheme is structured

The scheme is part of a layered arrangement of community titles scheme (comprising a principal scheme and subsidiary scheme). However, the structure of the scheme does not affect the CSLE.

(b) Nature, Features and Characteristics of the Lots

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following increases the burden that a lot places on the body corporate costs for the maintenance, cleaning and repair of the common property:

- (i) **The level of the building on which the lot is situated:** Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (ii) **The area of the lot:** Additional entitlements are added the greater the size of the lot. The larger the area of the lot the greater demand on the support and shelter costs.
- (iii) **The number of potential occupants:** Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays.

(c) The Purposes for which the Lots are Used

Each of the lots in the scheme is used for residential purposes and consequently this factor does not affect the CSLE.

(d) The Impact the Lots have on the Costs of Maintaining the Common Property

The factors listed in Item (b) Nature, Features and Characteristics of the Lots have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

(e) The Market Value of the Lots

In respect to the scheme it is not considered that the market value of the lots affect the CSLE.

B. Deciding Interest Schedule Lot Entitlements (ISLE)

The ISLE for the scheme have been decided using the market value principle as defined in the BCCM.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Overview

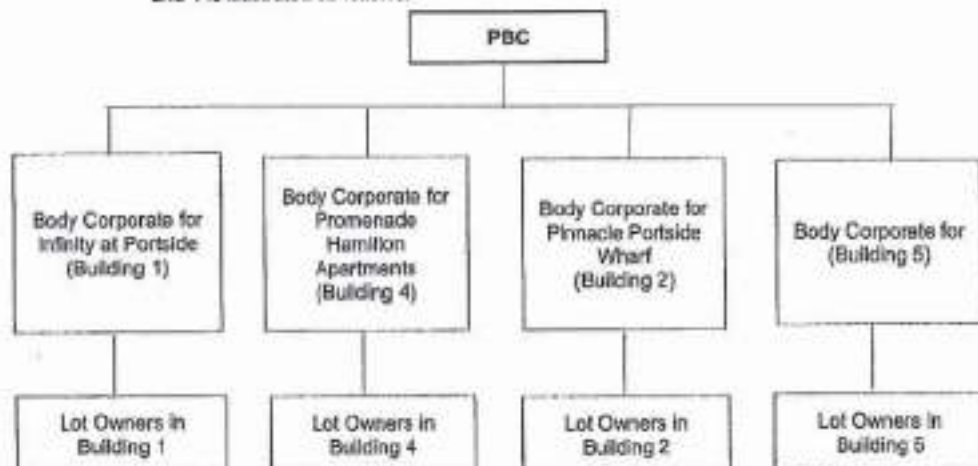
1. Pinnacle Portside Wharf community titles scheme is a subsidiary scheme within the Portside Wharf Principal community titles scheme 35407.
2. The Principal Scheme is a residential scheme being developed as part of a mixed use commercial, retail and residential development including the Brisbane Cruise Port terminal and known as "Portside Wharf". The retail and commercial parts of the development are not part of the scheme land. A building management statement under the *Land Title Act 1994 (BMS)* deals with the limited interaction between the scheme land (referred to as the residential precinct) and the remainder of the development (referred to as the mixed use precinct).
3. The Portside Wharf Principal scheme is being progressively developed in 4 stages as follows:
 - Stage 1 - Building 1 comprising 63 residential apartments;
 - Stage 2 - Building 4 comprising 172 residential apartments;
 - Stage 3 - Building 2 comprising 162 residential apartments;
 - Stage 4 - Building 5 comprising approximately 120 apartments.

The attached Concept Plan shows the proposed staging of the Portside Wharf development.

In addition, the owner of a development lot in the scheme may elect to incorporate all or part of the adjoining land (as shown on the Concept Plan as "Area A" and comprising between 400 and 810 additional building format lots) into the Principal Scheme (see 5).

4. The Principal Scheme is being developed as a layered arrangement of community titles schemes. This means:
 - there will be a community titles scheme and body corporate for the whole Portside Wharf residential precinct (called the "principal scheme"). The body corporate for the principal scheme (the "PBC") will administer the principal common property for use of all owners within the Portside Wharf Principal scheme;
 - each lot existing on creation of the principal scheme will be further subdivided by building format plan to create a separate community titles scheme (called "subsidiary schemes") each having its own body corporate.

Each apartment owner will be a member of a subsidiary scheme. The body corporate of each subsidiary scheme will be a member of the PBC. The management structure of the scheme on completion of stages 3 and 4 is illustrated as follows:



Future Development Land

5. The Owner of a Development lot may, at its discretion, incorporate all or part of the adjoining land (identified on the concept plan as "Area A") into the principal scheme. Additional land may be incorporated into the scheme as additional standard format or volumetric format lots, additional common property for the principal scheme and/or as part of an existing development lot in the Principal scheme.
6. If additional lots for the principal scheme are created or additional land is added to an existing development lot, the new lot will be treated as a development lot in the scheme with a contribution schedule lot entitlement of 10 and an interest schedule lot entitlement equal to the number of apartments proposed to be built on the development lot. Further development of the development lot will then proceed in accordance with paragraphs 5 and 6.

Changes to the Development of Scheme Land

7. The owner of a development lot may, subject to the approval of the relevant planning authority, if required:

- (a) increase or reduce the number of apartments in any of the stages;
- (b) change the order in which the development of stages is undertaken;
- (c) develop two stages simultaneously;
- (d) combine two stages into a single community titles scheme,

and may change the survey plans and schedule of contribution schedule and interest schedule for entitlements accordingly.

SCHEDULE C	BY-LAWS
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PART A – PRELIMINARY**1 Structure**

- 1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

2 Definitions and interpretation

- 2.1 The terms set out in these by-laws mean:

- (a) 'Act' means the *Body Corporate Community Management Act 1997 (Qld)*.
- (b) 'BMS' means the building management statement that the Body Corporate is a party to.
- (c) 'Body Corporate' means the Body Corporate established upon the registration of the Scheme.
- (d) 'Caretaking Service Contractor' means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (e) 'Common Property' means Scheme Land that is not included in a Lot.
- (f) 'Improvement' means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

- (g) 'Lot' means a lot in the Scheme.
 - (h) 'Occupier' means any person that occupies a Lot.
 - (i) 'Owner' means an owner of a Lot.
 - (j) 'Pool Area' means the designated pool area as delineated by the painted and labelled line on the ground in the Recreation Area.
 - (k) 'Portside Wharf BMS' means the building management statement number 710149002 for the Portside Wharf Development to which the PBC is a party, as varied or amended from time to time.
 - (l) 'Principal Body Corporate (PBC)' means Portside Wharf Community Titles Scheme 36407.
 - (m) 'Recreation Area' means the common property on level 15 where the barbeque and Pool Area are collocated.
 - (n) 'Regulation Module' means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
 - (o) 'Scheme' means Pinnacle Portside Wharf CTS 47105.
 - (p) 'Scheme Land' means any land within the Scheme, including any Lot and the Common Property.
 - (q) 'Security Access Device' means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
 - (r) 'Social Function' means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
 - (s) 'Smoke' means –
 - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
 - (ii) for a personal vaporiser—inhalation through the vaporiser; or
 - (iii) for a hookah—inhalation through the hookah.
 - (t) 'Vehicle' includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
 - (u) 'Visitor' means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.
- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The Portside Wharf BMS overrides these by-laws to the extent of any inconsistency.
- 2.5 The singular includes the plural and vice versa.
- 2.6 Words importing a gender include other genders.

3 Layered arrangement

- 3.1 Owners and Occupiers must comply with the by-laws for the Principal Body Corporate to the extent they apply to the Scheme.

4 Applicability of these by-laws

- 4.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 4.2 An Owner must give a copy of these by-laws to any Occupier of a Lot as soon as practical after occupation.
- 4.3 Occupiers must:
- (a) comply with these by-laws to the extent they apply to an Occupier; and
 - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

5 Tenancies

- 5.1 If an Owner lets their Lot, the Owner must, as soon as practicable, give the Body Corporate notice of:
- (a) the name of the tenant and all Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy;
 - (d) the name and service address of any Owner's letting agent for the tenancy; and
 - (e) any other information the Body Corporate may reasonably require.
- 5.2 If an Owner lets their Lot, the Owner must ensure that they comply with all local laws (including, but not limited to, compliance with the short-term accommodation code requirements of the Brisbane City Council City Plan).

6 Application and approval process

- 6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.
- 6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 6.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

7 Building Management Statement

- 7.1 An Owner or Occupier must not do anything which places the Body Corporate in breach of the BMS, without the Body Corporate's written approval.
- 7.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the BMS (if any are required).

PART B - INTERFERENCES

8 Nuisance, hazard or unreasonable interference

- 8.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
- 8.2 Occupiers must ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or on Common Property.

9 Obstruction

- 9.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

10 Smoking

- 10.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
 - (b) on the Common Property such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property; or
 - (c) in their Lot such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

11 Auctions

- 11.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Garage sales

- 12.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

13 Parking

13.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
- (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

14 Vehicles

14.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

15 Communications

15.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

- (a) an annoyance;
- (b) a nuisance;
- (c) a hazard;
- (d) an unreasonable interference;
- (e) threatening or intimidating;
- (f) defamatory; or
- (g) anti-social.

15.2 All correspondence to the Body Corporate or the Committee must be addressed in writing to the Secretary.

PART C - WORKS

16 Damage

16.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

17 Common Property Improvements

17.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

17.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

18 Improvements to Body Corporate Items

18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
- (c) roofing membranes that are not common property but that provide protection for lots or common property;
- (d) foundation structures;
- (e) roofing structures providing protection; and
- (f) essential supporting framework, including but not limited to load-bearing walls.

19 Lot Improvements

- 19.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

20 External appearance of a lot

- 20.1 The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

21 Floor coverings

- 21.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

22 Treatment of balconies and terraces

- 22.1 Owners may install shutters, blinds and awnings to the balconies and terraces of lots as per the below conditions:
- (a) **Blinds** – Are to be or similar to Franklin wire guide external blind with motorised control including sensor. Blind to be in the colour of 'outlook flint', cassette to be in the colour of 'black'. Or any other outdoor blinds in the event a fire-retardant fabric becomes available on the market.
 - (b) **Shutters** – May be installed to all balconies, which are located on either the south, east, west or northern balconies. Are to be or similar to Vanguard or Ecliptic Shutterguard in the colour of 'bronze' to match the existing window door trim and sun deflectors.
 - (c) **Awnings** – To be installed the ground floor terrace only. Are to be or similar to Vanguard duck folding arm cassette awnings with motorised control including sensor. Awnings to be in the colour of 'black'. Cassette to be in the colour of charcoal or similar to.

23 Security Screens

An Owner or Occupier must not affix security screens to any window or door without the prior written consent of the Body Corporate. Only security screens which have the appearance of insect screens and do not detract from the appearance of the building will be approved. Diamond mesh, grills and similar coverings will not be approved.

PART D – REGULATION OF USE

24 Animals

- 24.1 Other than a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 24.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;
 - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (e) ensure the animal carries a name tag identifying the animal and its owner.

25 Alienation

- 25.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
 - (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

26 Common Property Garbage

- 26.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 26.2 An Owner or Occupier must:
- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (b) place all recyclable rubbish in the recycling receptacles;
 - (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
 - (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
 - (e) not cause damage to the garbage receptacles;
 - (f) not overfill the garbage receptacles; and
 - (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

27 Dangerous substances

- 27.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or

- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

28 Removals

28.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable (not less than 24 hours) notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures, including the use of protective lift curtains, to prevent damage to the Common Property and any other Lot in the Scheme.

29 No Interference

29.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

30 Interference with support, shelter, utility infrastructure

30.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

31 Health and safety

31.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

32 Social functions

32.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

33 Use of lots

33.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes; or
- (b) a home office that does not compete with the Caretaking Service Contractor; or

- (c) If the Owner or Occupier is a Caretaking Service Contractor, for:
- (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 33.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

34 Letterbox

- 34.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

35 BBQ Area

- 35.1 Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:
- (a) the facilities must not already be being used by another Owner, Occupier or Visitor;
 - (b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
 - (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
 - (d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and
 - (e) the barbecue must be cleaned and tidied after use.

36 Garbage chutes

- 36.1 Owners and Occupiers must not use the garbage chutes in a way which:
- (a) causes damage to the garbage chute or any Lot or the Common Property;
 - (b) causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property (through odour or otherwise);
 - (c) blocks or causes a blockage in the garbage chutes;
 - (d) allows glass to be deposited in it;
 - (e) allows rubbish to become stuck to the garbage chutes or liquids to run; or
 - (f) deposits items too large to safely flow through the garbage chute without damage.
- 36.2 A person using the garbage chutes must be supervised if their conduct and capability reasonably requires them to be supervised.

37 Gym

- 37.1 Owners, Occupiers and their Visitors may use the gym on the Common Property, subject to compliance with the following conditions:
- (a) the use must not cause damage to the Common Property or Body Corporate assets;

- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) a person using the gym must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a child who is unable to use the gym equipment safely must be supervised);
- (d) the equipment must only be used for its intended purpose;
- (e) towels must be placed on equipment during use to prevent sweat on the equipment;
- (f) the area must be left clean and tidy after use;
- (g) all moveable equipment must be returned to their designated place after use; and
- (h) any sweat on the equipment must be wiped and sanitised after use.

38 Recreation Area

38.1 Owners, Occupiers and their Visitors may use the Recreation Area, subject to compliance with the following conditions:

- (a) an Owner or Occupier of a Lot must not, without the written approval of the Body Corporate, use the Recreation Area outside the hours of 5:00am - 11:00pm;
- (b) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the Recreation Area;
- (e) a person using the Pool Area must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
- (f) the Recreation Area must be left clean and tidy after use;
- (g) animals (other than assistance animals) must not be brought into the Recreation Area;
- (h) no food, alcohol or glass is permitted to be brought into, or consumed in, the Pool Area; and
- (i) an Owner or Occupier must accompany their Visitors using the Recreation Area at all times.

39 Security

39.1 An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

40 Garden Plot

40.1 Owners, Occupiers and their Visitors may use the garden plot, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) a person using the garden plot must be supervised if their conduct and capability reasonably requires them to be supervised;
- (d) the garden plot must only be used for its intended purpose;
- (e) the area must be left clean and tidy after use; and
- (f) an unfair amount of vegetables or produce must not be taken from the garden plot, taking into consideration:
 - (i) the ability of other owners to subsequently collect a fair amount of vegetables or produce;
 - (ii) the amount of vegetables or produce the Owner or Occupier has previously and recently collected;
 - (iii) the amount of vegetables or produce that other Owners and Occupiers typically collect;
 - (iv) the amount of vegetables or produce before and after the Owner or Occupier seeks to collect it;
 - (v) the rate of further vegetables or produce being produced; and
 - (vi) the frequency that other Owners and Occupiers typically collect vegetables or produce.

41 Bicycle racks

41.1 Owners, Occupiers and their Visitors may use the bicycle racks, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause damage to another Owner or Occupier's bicycle;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must be for the bicycle rack's intended purpose;
- (e) a person using the bicycle rack's must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use;
- (g) the use must not prevent other Owner and Occupier's bicycles from being removed;
- (h) the use must not promote a risk of theft or damage of any Owner or Occupier's bicycle; and
- (i) the bicycle rack must not be overloaded to store more bicycles than its intended limit.

42 Ablution

42.1 Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the ablution facilities must only be used for their intended purpose;

- (d) the area must be left clean and tidy after use;
- (e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) belongings must not be left after their use; and
- (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

43 Wifi

- 43.1 Owners, Occupiers and their Visitors may use the Internet services, subject to compliance with the following conditions:
- (a) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
 - (b) the use must not interfere or tamper with the security or administrative controls of the internet service;
 - (c) the use must be lawful; and
 - (d) the use must not overload the bandwidth available for the service.

44 Insurance

- 44.1 Occupiers must not bring on to, do or keep anything in or on their Lots which may increase the rate of insurance of the Scheme, without prior written approval from the Body Corporate, or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

PART E – EXCLUSIVE USE

45 Exclusive Use – Parking and Storage

- 45.1 Occupiers are entitled to the exclusive use of that part of the Common Property:
- (a) presently identified in Schedule E; or
 - (b) allocated by the Original Owner and notified to the Body Corporate during the period ending 1 year after recording of the relevant community management statement for the purposes of Section 174 of the Act, for the purposes of carparking or storage as described in Schedule E.
- 45.2 Carspaces which have storage areas adjacent to them to which there is no means of access other than through the carspace may only be reallocated under an agreed allocation under Section 171(3)(b)(ii) of the Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.
- 45.3 For the purposes of Section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.
- 45.4 Exclusive use areas under this By-Law may only be used in accordance with by-laws 45, 46, 47, 48 and 49.

46 What Carspaces and Garages can be used for

- 46.1 Unenclosed carspaces:
- (a) must not be used for storage, except storage of household furniture and belongings in a storage device permitted under By-Law 48.

- 46.2 Garages (enclosed carspaces) may be used for the parking of motor vehicles and for storage of household furniture and belongings.
- 46.3 An Owner or Occupier having the exclusive use of a carspace or garage:
- (a) must ensure that any motor vehicle parked on the car space or in the garage is in sound mechanical condition;
 - (b) may not, without the consent of the PBC Committee, use the car space or garage for the parking of caravans, campervans, mobile homes boats or trailers; and
 - (c) may not without the consent of the PBC Committee, enclose a carspace or install any improvements on the carspace or in the garage unless permitted under By-Law 48.

47 Other rules applying to exclusive use areas

- 47.1 An owner or occupier who has the exclusive use of a car space, garage or storage area ("exclusive use area") must not:
- (a) litter or deposit rubbish on the exclusive use area;
 - (b) store any hazardous substance on the exclusive use area;
 - (c) use the exclusive use area in a way that may create a nuisance to any other person.

48 Installation of Storage Devices on Unenclosed Car Spaces

- 48.1 An Owner or Occupier may install a wire cage storage device within an unenclosed car space allocated to that Owner subject to the following:
- (a) the device must be at least 1 metre from any adjoining unenclosed car space used by another lot Owner or Occupier and must not obstruct use of neighbouring car space by restricting the opening of car doors of cars parked on the adjoining space;
 - (b) the storage device must not interfere with any vents, lighting, sprinklers or other utility infrastructure, access or fire egress and must comply with the building and fire codes and requirements;
 - (c) the storage device must be kept in a neat and tidy condition and free of pests and vermin at all times and must not be permitted to cause a nuisance; and
 - (d) the Owner or Occupier, not the Body Corporate or PBC, will be responsible for maintenance of the storage device.

49 Maintenance of Car Spaces and Garages

- 49.1 Responsibility for the maintenance of exclusive use carspaces and garages will be as follows:

Maintenance Obligation	Who is Responsible
Provision and maintenance of lighting to the carspace or garage	Body Corporate
Maintenance of garage structure and roller doors	Owner or Occupier
Repairing of walls, line marking, numbering, repair of utility infrastructure and other Body Corporate fixtures within carspaces or garages	Body Corporate (except where the damage is caused by an Owner or Occupier)
Keeping carspaces and garages in a clean and tidy condition and free from pests and vermin	Owner or Occupier (but the Body Corporate may arrange regular pest inspection/treatment)
Maintenance of storage devices installed pursuant to By-Law 43	Owner or Occupier

- 49.2 The Owners and Occupiers must allow the Body Corporate reasonable access to the carspaces and garages for the purpose of this by-law.

50 Maintenance of Storage Areas

50.1 The Owner or Occupier of a Lot having the benefit of an exclusive use storage area is responsible for:

- (a) keeping the storage area in a clean and tidy condition and free of pests and vermin; and
- (b) maintaining the storage area (including all fixtures and fittings comprising the storage area) in good condition.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots affected by statutory easements are as follows:

Statutory Easement	Lots affected
Easements for lateral or subjacent support (Land Title Act 1994, s115N)	Common Property and Lots 20001 to 21405 on SP 213402
Easements for utility services and utility infrastructure (Land Title Act 1994 ss115O and 115P)	Common Property and Lots 20001 to 21405 on SP 213402
Easements for shelter (Land Title Act 1994 s115Q)	Common Property and Lots 20001 to 21405 on SP 213402
Easements for Projections (Land Title Act 1994 s115R)	Nil
Easements for maintenance close to boundaries (Land Title Act 1994 s115S)	Nil

SERVICES LOCATION DIAGRAM

With respect to Section 66 (1)(d)(ii) of the Body Corporate and Community Management Act 1997, the building footprint extends to the external boundaries of the common property of the scheme land at those locations where the services enter the scheme land except for a negligible amount (approximately 100 millimetres). In such instances, it is impractical to prepare a Services Location Diagram for service easements outside the building footprint.

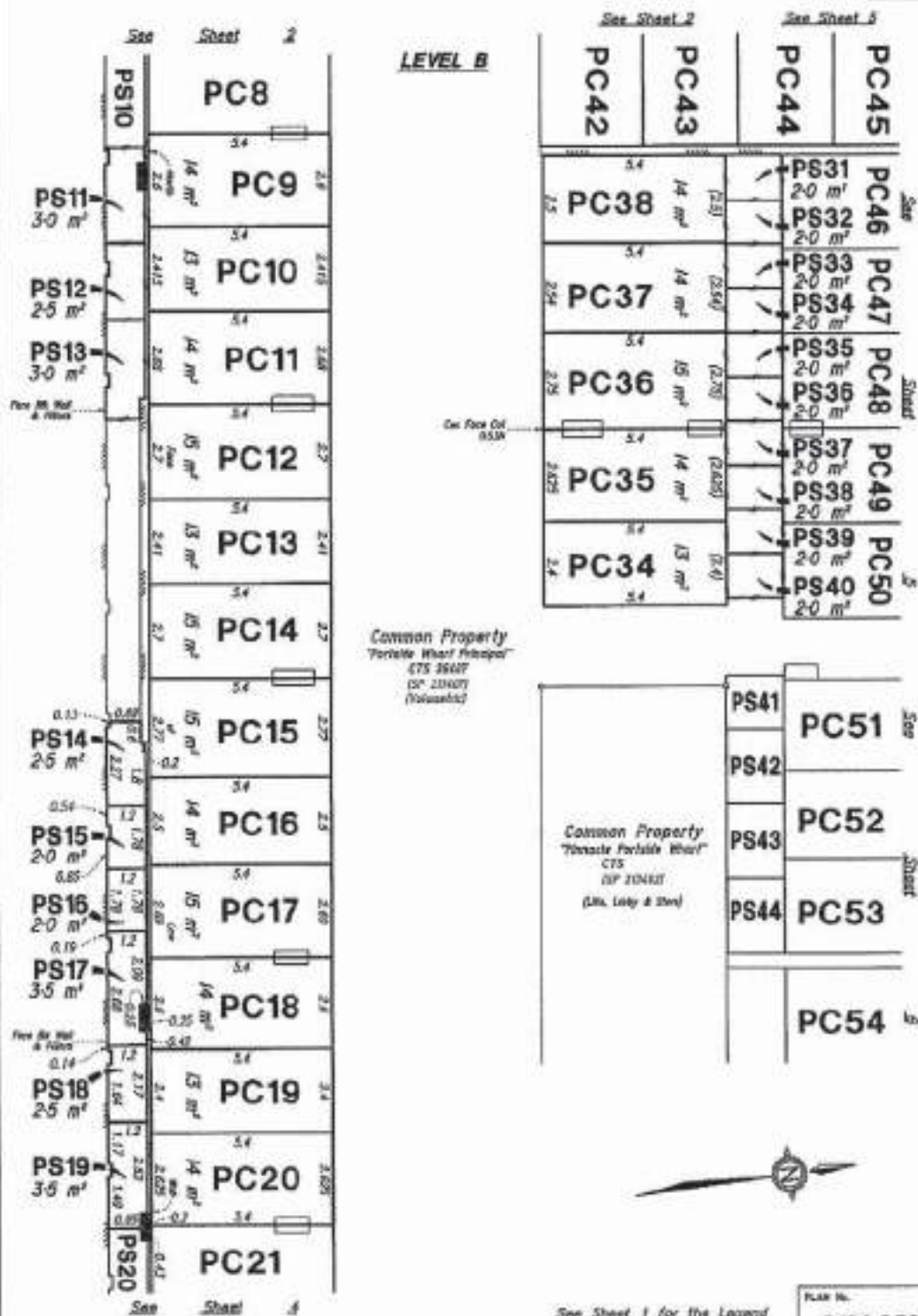
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot Number	Car Park Allocation	Storage Allocation
Lot 20001 on SP 213402	PT1	PS29
Lot 20002 on SP 213402	PT2	PS91
Lot 20003 on SP 213402	PT3	PS109/PS110
Lot 20004 on SP 213402	PT28	PS48/PS49
Lot 20005 on SP 213402	PT22	PS60
Lot 20006 on SP 213402	PT23	PS61
Lot 20007 on SP 213402	PT24	PS67
Lot 20008 on SP 213402	PT25	PS53
Lot 20009 on SP 213402	PT26	PS54
Lot 20010 on SP 213402	PT27	PS52
Lot 20011 on SP 213402	PT4	n/a
Lot 20012 on SP 213402	PT29	n/a
Lot 20013 on SP 213402	PT6	PS86
Lot 20014 on SP 213402	PT5	n/a
Lot 20015 on SP 213402	PT33	n/a
Lot 20101 on SP 213402	PC13	n/a
Lot 20102 on SP 213402	PC110	PS75
Lot 20103 on SP 213402	PC82	PS144
Lot 20104 on SP 213402	PC75	n/a
Lot 20201 on SP 213402	PC1	n/a
Lot 20202 on SP 213402	PC14	n/a
Lot 20203 on SP 213402	PC37	PS34 / PS105
Lot 20204 on SP 213402	PC49	PS37
Lot 20205 on SP 213402	PC61	n/a
Lot 20206 on SP 213402	PT8	PS77 / PS78 / PS79
Lot 20207 on SP 213402	PC99	PS122
Lot 20208 on SP 213402	PC123	n/a
Lot 20209 on SP 213402	PC146	PS82
Lot 20210 on SP 213402	PC111	PS73
Lot 20211 on SP 213402	PC63	n/a
Lot 20212 on SP 213402	n/a	n/a
Lot 20301 on SP 213402	PC2	n/a
Lot 20302 on SP 213402	PC15	PS14
Lot 20303 on SP 213402	PC38	PS32
Lot 20304 on SP 213402	PC50	PS39
Lot 20305 on SP 213402	PC34 / PC88 / PC145	PS55 / PS97 / PS98 / PS99 / PS100 / PS131 / PS132
Lot 20306 on SP 213402	PT9	PS139 / PS140
Lot 20307 on SP 213402	PC100	n/a
Lot 20308 on SP 213402	PC124	n/a
Lot 20309 on SP 213402	PC147	PS96
Lot 20310 on SP 213402	PC112	PS85
Lot 20311 on SP 213402	PC64	n/a
Lot 20312 on SP 213402	PC77	n/a
Lot 20401 on SP 213402	PC3	PS5
Lot 20402 on SP 213402	PC16	PS15
Lot 20403 on SP 213402	PC39	PS27 / PS28
Lot 20404 on SP 213402	PC51	PS42
Lot 20405 on SP 213402	PC89	PS56
Lot 20406 on SP 213402	PT10	n/a
Lot 20407 on SP 213402	PC101	PS88
Lot 20408 on SP 213402	PC125	n/a
Lot 20409 on SP 213402	PC136	PS125
Lot 20410 on SP 213402	PC113	PS113 / PS116
Lot 20411 on SP 213402	PC65	n/a
Lot 20412 on SP 213402	PC78	n/a

Lot Number	Car Park Allocation	Storage Allocation
Lot 20501 on SP 213402	PC4	PS6
Lot 20502 on SP 213402	PC17	PS18 / PS121
Lot 20503 on SP 213402	PT35	PS51
Lot 20504 on SP 213402	PC91 / PC92	PS94 / PS95
Lot 20506 on SP 213402	PT11	PS104 and PS111
Lot 20507 on SP 213402	PC102	n/a
Lot 20508 on SP 213402	PC128	n/a
Lot 20509 on SP 213402	PC131	PS114
Lot 20510 on SP 213402	PC114	n/a
Lot 20511 on SP 213402	PC66	n/a
Lot 20512 on SP 213402	PC79	PS45
Lot 20601 on SP 213402	PC5	PS7
Lot 20602 on SP 213402	PC28	n/a
Lot 20603 on SP 213402	PC54 / PC55	PS137
Lot 20604 on SP 213402	PC97 / PC98	PS118
Lot 20606 on SP 213402	PT12	n/a
Lot 20607 on SP 213402	PC103	n/a
Lot 20608 on SP 213402	PC127	n/a
Lot 20609 on SP 213402	PC138	n/a
Lot 20610 on SP 213402	PC115	n/a
Lot 20611 on SP 213402	PC67	n/a
Lot 20612 on SP 213402	PC80	PS50
Lot 20701 on SP 213402	PC6	PS8
Lot 20702 on SP 213402	PC29	n/a
Lot 20703 on SP 213402	PC32 / PC33	PS71 / PS72
Lot 20704 on SP 213402	PC42 / PC43	PS89 / PS90
Lot 20706 on SP 213402	PT13	PS76
Lot 20707 on SP 213402	PC104	PS80 / PS81
Lot 20708 on SP 213402	PC128	n/a
Lot 20709 on SP 213402	PC139	PS101
Lot 20710 on SP 213402	PC116	PS59
Lot 20711 on SP 213402	PC88	PS141
Lot 20712 on SP 213402	PC81	n/a
Lot 20801 on SP 213402	PC7	PS9
Lot 20802 on SP 213402	PC30	n/a
Lot 20803 on SP 213402	PT7	PS103
Lot 20804 on SP 213402	PC95 / PC96	PS82
Lot 20806 on SP 213402	PT14	PS40 / PS41 / PS62 / PS63 / PS64
Lot 20807 on SP 213402	PC105	n/a
Lot 20808 on SP 213402	PC129	PS117
Lot 20809 on SP 213402	PC140	n/a
Lot 20810 on SP 213402	PC117	n/a
Lot 20811 on SP 213402	PC69	n/a
Lot 20812 on SP 213402	PC82	n/a
Lot 20901 on SP 213402	PC8	PS10
Lot 20902 on SP 213402	PC31	n/a
Lot 20903 on SP 213402	PC93 / PC94	n/a
Lot 20904 on SP 213402	PC44 / PC45	PS2
Lot 20906 on SP 213402	PT15	PS89
Lot 20907 on SP 213402	PC108	n/a
Lot 20908 on SP 213402	PC130	PS115
Lot 20909 on SP 213402	PC141	n/a
Lot 20910 on SP 213402	PC118	PS68
Lot 20911 on SP 213402	PC70	n/a
Lot 20912 on SP 213402	PC83	n/a
Lot 21001 on SP 213402	PC9	PS11
Lot 21002 on SP 213402	PC57	n/a
Lot 21003 on SP 213402	PC52 / PC53	PS43 / PS44

Lot Number	Car Park Allocation	Storage Allocation
Lot 21004 on SP 213402	PC40 / PC41	PS33 / PS126
Lot 21005 on SP 213402	PT16	n/a
Lot 21007 on SP 213402	PT30 / PC107	PS135
Lot 21008 on SP 213402	PC137	n/a
Lot 21009 on SP 213402	PC142	n/a
Lot 21010 on SP 213402	PC119	PS47
Lot 21011 on SP 213402	PC71	PS46
Lot 21012 on SP 213402	PC84	n/a
Lot 21101 on SP 213402	PC10	PS12
Lot 21102 on SP 213402	PC58	n/a
Lot 21103 on SP 213402	PC46	PS31 / PS84 / PS133
Lot 21104 on SP 213402	PT31	PS129 / PS130
Lot 21105 on SP 213402	PC24	n/a
Lot 21106 on SP 213402	PT17	n/a
Lot 21107 on SP 213402	PC108	n/a
Lot 21108 on SP 213402	PC132	n/a
Lot 21109 on SP 213402	PC143	n/a
Lot 21110 on SP 213402	PC120	PS136
Lot 21111 on SP 213402	PC72	n/a
Lot 21112 on SP 213402	PC65	n/a
Lot 21201 on SP 213402	PC11	PS13 / PS85
Lot 21202 on SP 213402	PC35	PS38
Lot 21203 on SP 213402	PT32	PS127
Lot 21204 on SP 213402	PC59	PS134
Lot 21205 on SP 213402	PC58	PS124
Lot 21206 on SP 213402	PT20 / PT21	PS66 / PS67 / PS68
Lot 21207 on SP 213402	PC109	n/a
Lot 21208 on SP 213402	PC133	PS112
Lot 21209 on SP 213402	PC144	PS102
Lot 21210 on SP 213402	PC121	n/a
Lot 21211 on SP 213402	PC73	n/a
Lot 21212 on SP 213402	PC86	PS128
Lot 21301 on SP 213402	PC12	PS87
Lot 21302 on SP 213402	PC36	PS36
Lot 21303 on SP 213402	PC48	PS35
Lot 21304 on SP 213402	PC60	PS136
Lot 21305 on SP 213402	PC47	PS33
Lot 21306 on SP 213402	PT18 / PT19	PS70 / PS74
Lot 21307 on SP 213402	PC135	n/a
Lot 21308 on SP 213402	PC134	n/a
Lot 21309 on SP 213402	PC76	n/a
Lot 21310 on SP 213402	PC122	n/a
Lot 21311 on SP 213402	PC74	PS123
Lot 21312 on SP 213402	PC87	n/a
Lot 21401 on SP 213402	PC18 / PC19	PS17 / PS18 / PS142 / PS143
Lot 21402 on SP 213402	PC20 / PT34	PS19 / PS119 / PS120
Lot 21403 on SP 213402	PC21 / PC22 / PC23	PS20 / PS21 / PS22 / PS93
Lot 21404 on SP 213402	PT36 / PC27	PS26 / PS83 / PS106
Lot 21405 on SP 213402	PC25 / PC26	PS24 / PS107 / PS108

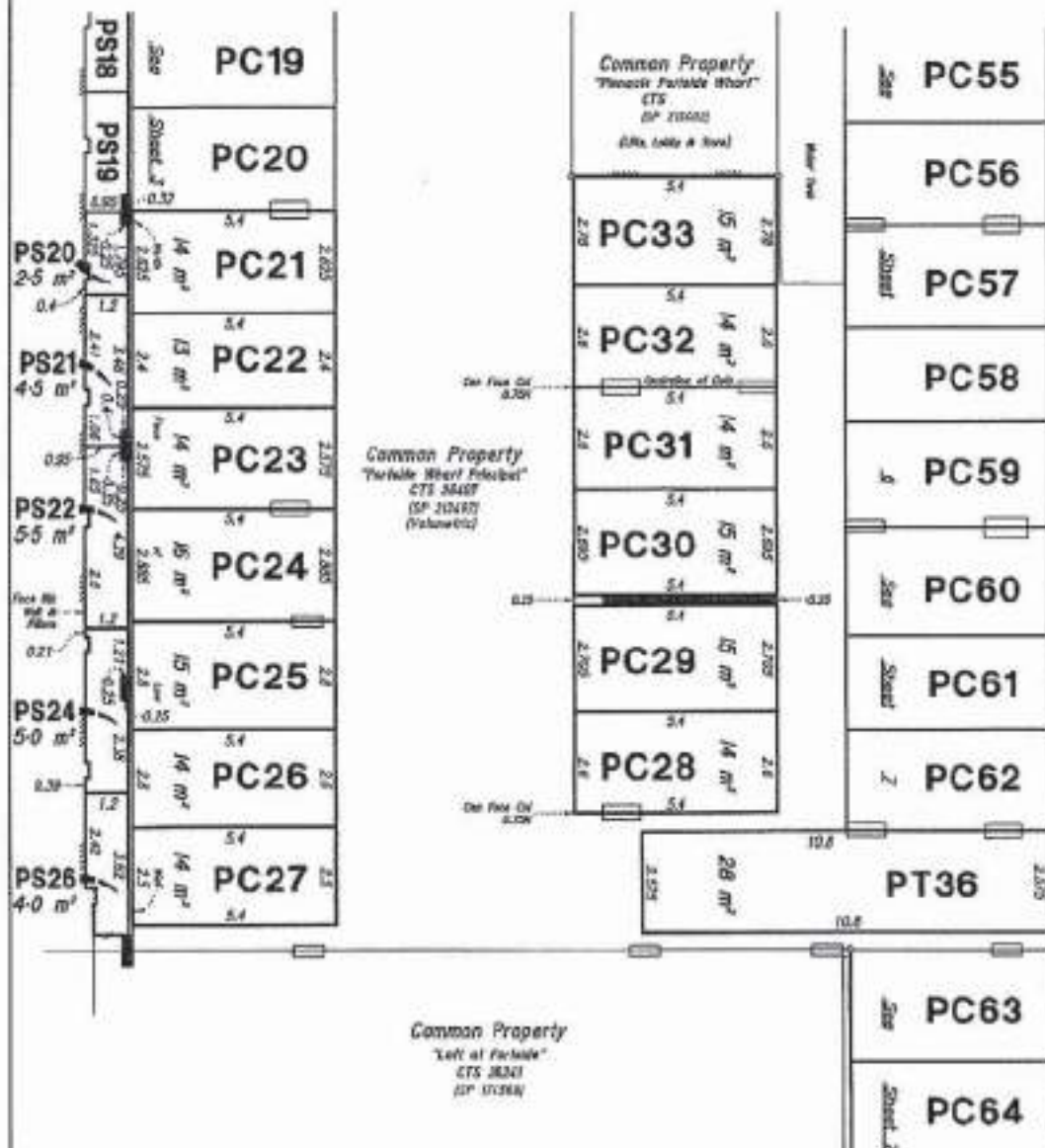
"PORTSIDE WHARF PRINCIPAL" CTS 36407



"PORTSIDE WHARF PRINCIPAL" CTS 36407

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LEVEL 8



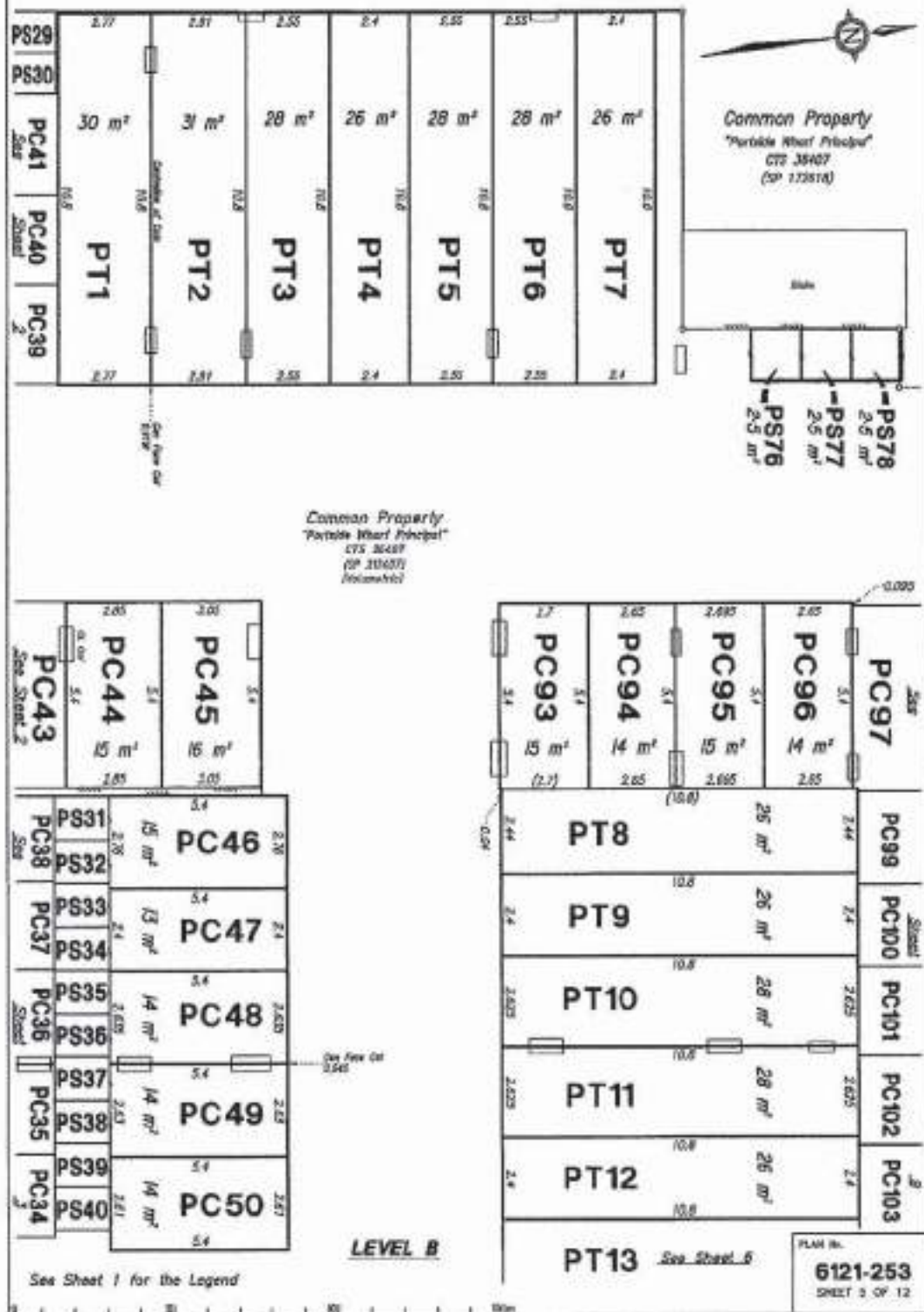
See Sheet 1 for the Legend

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6121-253

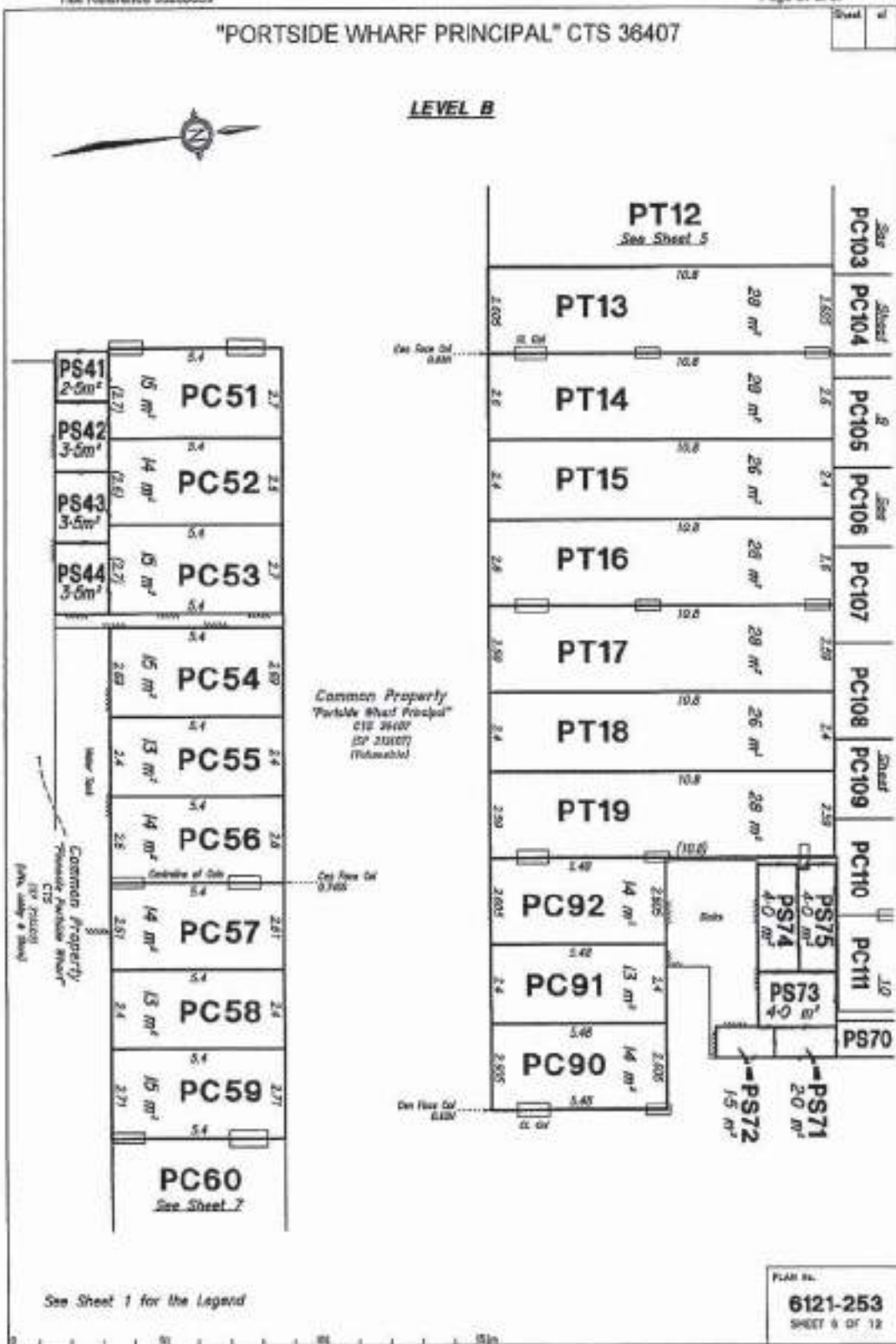
SHEET 4 OF 12

"PORTSIDE WHARF PRINCIPAL" CTS 36407

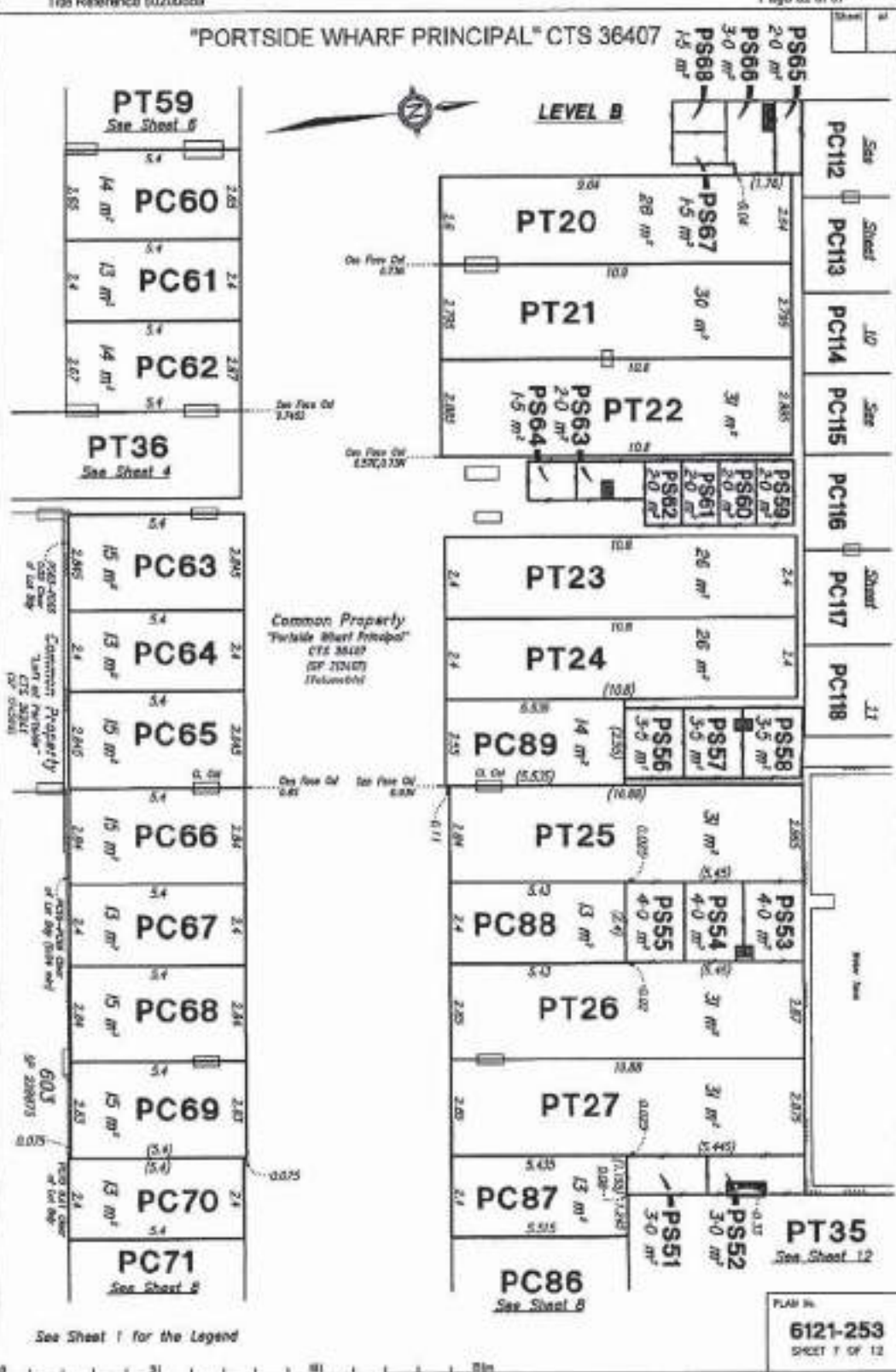


"PORTSIDE WHARF PRINCIPAL" CTS 36407

LEVEL B



"PORTSIDE WHARF PRINCIPAL" CTS 36407



"PORTSIDE WHARF PRINCIPAL" CTS 36407

Unit	of
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LEVEL B

Common Property
"Portside Wharf Principal"
 CTS 38407
 (SP 172818)

815
 3P 172648
 (Volume 52.)-PS79
5-5 m²

 PC96 See Sheet 5	 PC97 14 m ² 2.67 2.525 4.17	 PC98 14 m ² 2.63 2.63 3.4	 PC99 14 m ² 2.67 2.67 5.43
	 PT8 14 m ² 2.67 2.67 0.145 0.09	 PT9 14 m ² 2.5 2.5 5.43	 PT10 14 m ² 2.63 2.63 5.43
 PT12 15 m ² 2.4 2.4 5.43	 PT13 15 m ² 2.43 2.43 5.43	 PT14 15 m ² 2.43 2.43 5.43	 PT15 15 m ² 2.75 2.75 5.43
 PC106 See Sheet 10			

Common Property
"Perishable Waste Principles"
 CTS 3640F
 60F 31000F
 (Volume 11)

See Also

The Fall

25

PS80
2-5 M

3.5 PC147	15 m ² (2.03)	PS94 2.5 m ²
3.495 PC146	13 m ² (2.4)	PS95 2.5 m ²
3.4 PC145	14 m ² (2.53)	PS96 2.0 m ²
3.48 PC144	15 m ² (2.4)	PS97 2.0 m ²
3.48 PC143	14 m ² (2.5)	PS98 2.0 m ²
3.45 PC142	15 m ² (2.53)	PS99 2.0 m ²
3.45 PC141	15 m ² (2.7)	PS100 2.0 m ²
3.45 PC140	15 m ² (2.7)	PS101 2.0 m ²
3.45 PS91		PS102 2.0 m ²
		PS103 2.0 m ²
		PS104 2.0 m ²
		PS105 2.0 m ²
		PS106 2.0 m ²
		PS107 2.0 m ²
		PS108 2.0 m ²
		PS109 2.0 m ²
		PS110 2.0 m ²

PS93
3.5 m²
PS92
2.0 m²
PS91
2.0 m²
PS90
2.0 m²
PS89
2.0 m²
PS88
2.0 m²
PS87
2.0 m²
PS86
2.5 m²
PS85
2.0 m²
PS84
2.0 m²

PS81

PC139	PC138
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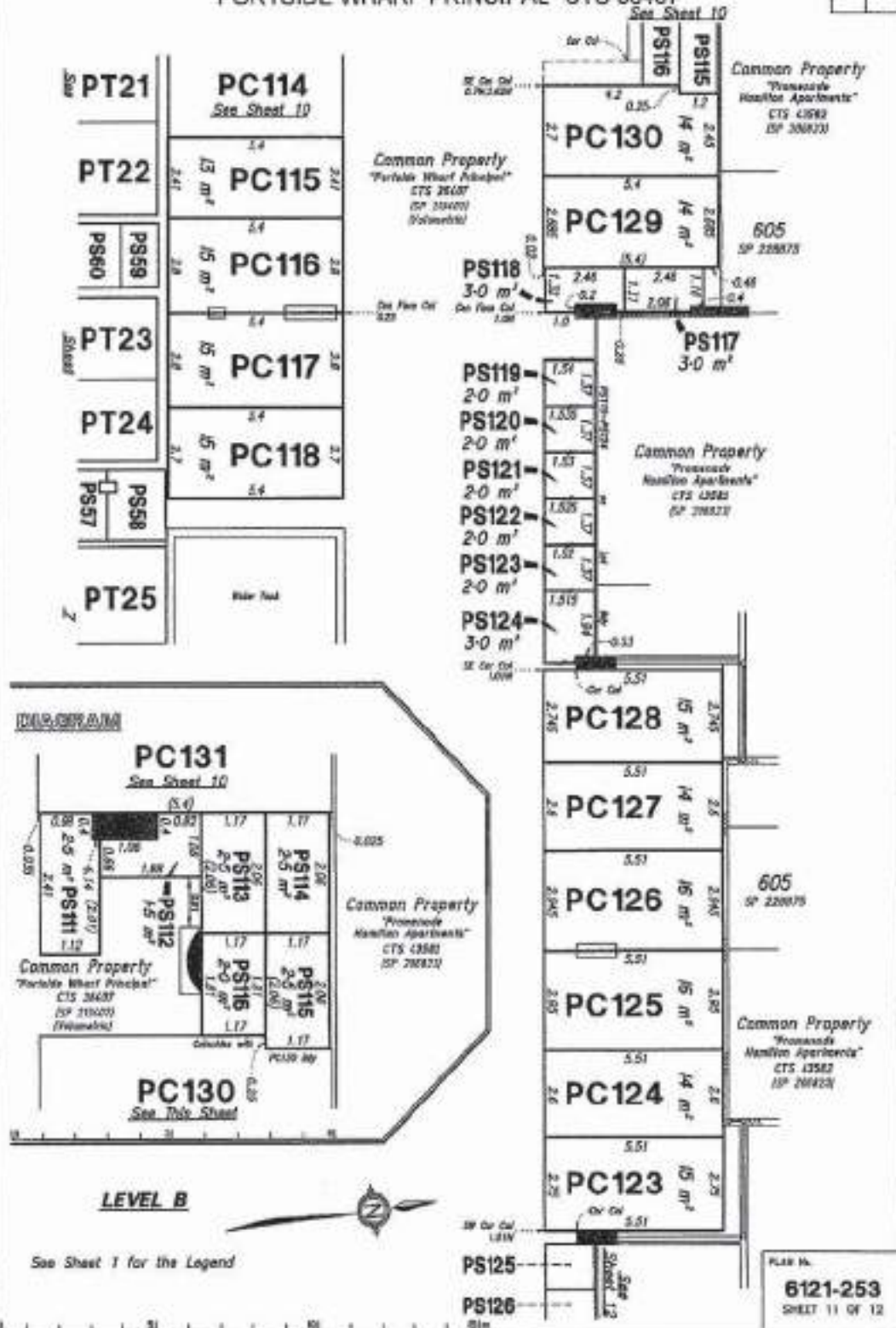
Common Property
"Fronterado
Hamilton Apartments"
r/s 43582
11/ 205422

PLAN NO.
6121-253
SHEET 9 OF 12

See Sheet 1 for the Legend

"PORTSIDE WHARF PRINCIPAL" CTS 36407

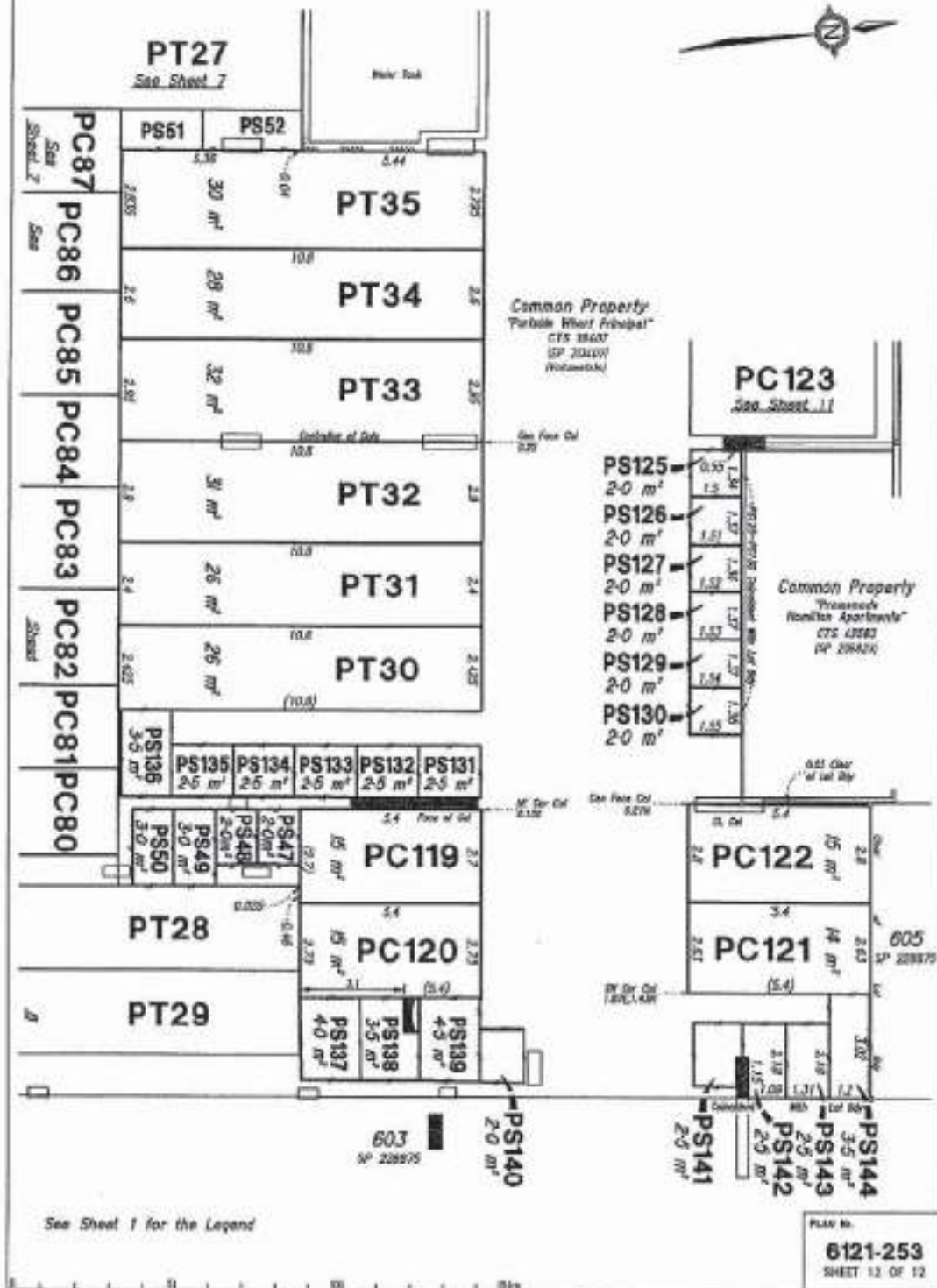
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"PORTSIDE WHARF PRINCIPAL" CTS 36407

Sheet of

LEVEL B





BUILDING MANAGEMENT STATEMENT

Form 32 Version 2
Page 1 of 35



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IF (Name, address & phone number)

NS LAWYERS
Jeen Street
ANE QLD 4000
231 1666

Ref: MJR.2003598

Lodger
Code

360

1. Registered Owners

State of Queensland (represented by the Coordinator General) (parcels 1 to 3), State of Queensland (represented by the Department of Primary Industries and Fisheries) (parcel 5) and Theodore David Catsoulis and Maree Catsoulis (parcel 4)

2. Lot on Plan Description of affected land	County	Parish	Title Reference
(1) Lot 898 on SP 169071	Stanley	Toombul	To 15545 50426745
(2) Lot 988 on SP 169071	Stanley	Toombul	"
(3) Lot 999 on SP 169070	Stanley	Toombul	"
(4) Lot 631 on CP SL801514	Stanley	Toombul	18014121
(5) Lot 596 on CP SL6381	Stanley	Toombul	50542845

3. Execution

The registered owners of the lots referred to in item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in -

* the attached schedule

* the attached schedule and document no.

* document no.

* delete inappropriate words

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

Execution Date

Signature of Registered Owner

..... signature

/ /

See enlarged panel

..... full name

..... qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer

Execution Date

Signature of Registered Owner

..... signature

/ /

..... full name

..... qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

BNEODCS 58756_20.DOC

Title Reference 50342845 etc

3. Execution

The registered owners of the lots referred to in item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in -

* the attached schedule

* the attached schedule and document no.

* document no.

* delete inappropriate words

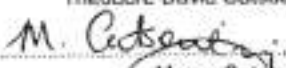
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer	Execution Date	Signature of Registered Owner
 signature	23/08/06	Signed by the State of Queensland represented by the Coordinator General via Gavin Liffin, Assistant Coordinator General under delegated authority 
DAVID I. SELTH full name		
JP 9381 qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer	Execution Date	Signature of Registered Owner
 signature	24/9/06	Signed by the State of Queensland represented by the Department of Primary Industries and Fisheries by JIM VARGHESE DIRECTOR GENERAL, DEPT PRIMARY INDUSTRIES AND FISHERIES 
Gavin Selth Practice full name		
JP (LTA) 942 qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer	Execution Date	Signature of Registered Owner
 signature	21/11/06	 Theodore David Catsoulis  Maree Catsoulis
CONSTANTINE GEORGE CASTROS full name		
Solicitor qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 50542645 etc

PORTSIDE WHARF BMS

1. BACKGROUND AND DEFINITIONS

1.1. Dictionary

The following words have the meanings opposite them when used in this BMS unless the context indicates otherwise:

BCT means the Brisbane Cruise Terminal to be operated at the Complex, comprising the Terminal Lot, the Wharf and all other parts of the Complex used by the operator in connection with the operation of the port facility and terminal;

BMS means this Building Management Statement including any annexure, plan or other thing attached to it;

Benefited Lot means a Lot that benefits from a Shared Facility, as provided for in the Annexure;

Business Day means a day on which banks are open for business in Brisbane;

Completion Date, in relation to the development of each part of the Future Development Land, means the date of issue of a certificate of classification for the development;

Complex means the Complex known as "Portside Wharf" comprising the land within the Residential Precinct and the Mixed Use Precinct from time to time and all buildings and other Improvements built on or within that land;

Cruise Ship Periods means each period commencing two hours prior to the berthing of a vessel at the Wharf until two hours after the departure of the Vessel, as notified by the BCT operator from time to time in accordance with clause 7.3 or any additional periods required in accordance with clause 7.1;

Dispute Notice means a notice given under clause 11.2;

Expert means the person appointed to determine a dispute under clause 11;

Future Development Land means the land in item 2 described as Lot 631 on CP SL801514 and Lot 596 on CP SL6381;

GFA means the total area of all floor levels in the building on the site to which the development relates, measured to the inside of the external walls, including:

- (a) all internal walls, windows, columns and elevator shafts;
- (b) all internal and external stairs, landings, ramps, escalators or other means of access between levels, but excluding the area of:
 - (c) any lift plant, motor room or air conditioning or other mechanical/electrical plant and equipment room;
 - (d) any private balcony, where not used as a restaurant, shop, club, hotel or nightclub, whether roofed or not. A balcony includes any outdoor space in or on the building that is a projection from a building, whether or not it is cantilevered or supported partially by posts, braces or columns;

Title Reference 50542845 etc

- (e) any roof deck, where not used as a restaurant, shop, club, hotel or nightclub. A roof deck includes any outdoor space in or on the building that is situated wholly or immediately above an enclosed storey or a storey used for carparking;
- (f) any lobby at ground storey level;
- (g) all rooms on the ground storey of a residential development associated with landscape and recreation where the total area of these rooms is no more than 5% of the site's total landscape and recreation area;
- (h) areas used or intended for storage associated with a residential use where on an enclosed level on which carparking is also provided for that residential use no part of which is more than 1m above ground;
- (i) areas used or intended for the parking of motor vehicles, where the parking is incidental to, and necessarily associated with, the use of some premises;

GFA Proportion means, for each Principal Lot, the proportion specified in or determined in accordance with Annexure D;

Improvement means any type of improvement or addition to a Precinct, whether structural or not;

Lot means a registered lot within a Precinct. It includes the common property for any community titles scheme within the Complex;

Maintenance includes maintaining, inspecting, repairing, replacing, altering and renewing (and to avoid doubt, includes repairs and replacements of a capital nature);

Management Group means the "Portside Wharf Management Group" established under clause 10.1;

Manager means a person appointed from time to time by the Management Group as secretary/manager to carry out the functions allocated by the Management Group;

Marina means the private marina located at the western end of the Wharf;

Mixed Use Precinct means initially the land described at the date of this BMS as lot 998 on SP 169071 and lot 999 on SP 169070 and:

- (a) includes those parts of the Future Development Land which are developed as part of the Complex and which the owner elects to include in the Mixed Use Precinct under clause 12; and
- (b) excludes any land which is removed from the Mixed Use Precinct and incorporated in the Residential Precinct as part of a minor boundary adjustment;

Owner means the registered owner of each Lot in the Complex from time to time and each body corporate established in respect of part of the Complex;

Podium Structure means the structural elements of the podium/basement structure (including the floor and roof of the basement and the cut off wall) which is situated on or within each Precinct. For the avoidance of doubt, it does not include any buildings, landscaping, paving or Utility Infrastructure on, in or beneath the podium structure or other improvements fixed or attached to the podium structure;

Portside Wharf Residential Scheme means the Portside Wharf Principal community titles scheme to be created under the *Body Corporate and Community Management Act 1997* for the Residential Precinct, including any additional land included in the scheme from time to time;

Title Reference 50542845 etc

Precinct means either the Mixed Use Precinct or the Residential Precinct;

Principal Lot means:

- (a) the Residential Precinct; and
- (b) the Retail Lot;
- (c) each other Lot within the Mixed Use Precinct from time to time which:
 - (i) is not a lot in a community titles scheme; or
 - (ii) is the scheme land for a basic community titles scheme;

but for the avoidance of doubt, excludes any Lot which is the scheme land for a subsidiary scheme or a lot within a scheme;

Principal Owner means an Owner other than:

- (a) a subsidiary scheme body corporate; and
- (b) the owner of a lot in a community titles scheme.

RBC means the Body Corporate for the Portside Wharf Commercial community titles scheme (which will be the Principal Owner of the Retail Lot following entry into this BMS and subsequent plans of subdivision).

Representative means the person nominated from time to time as the representative of a Precinct to represent the Owners of the Precinct on the Management Group.

Residential Precinct means the land described at the date of this BMS as lot 898 on SP169071 incorporating the Portside Wharf Residential Scheme and:

- (a) includes those parts of the Future Development Land which are developed as part of the Complex and which the owner elects to include in the Residential Precinct under clause 12; and
- (b) excludes any land which is removed from the Residential Precinct and incorporated in the Mixed Use Precinct as part of a boundary adjustment;

Restricted Area means the area identified as such on the plan in Annexure B and any additional parts of the Complex designated as Restricted Areas from time to time in accordance with clause 7.1;

Retail Areas means the parts of the Wharf onto which the BCT building encroaches and those parts of the Wharf over which any person is given a licence or other right to place tables and chairs and structures associated with the operation of an adjoining restaurant or café.

Retail Lot means proposed Lots 903 and 907 on SP 169072 which are intended to form part of the scheme land for the proposed Portside Wharf Commercial community titles scheme and all additional land incorporated into the scheme;

Services means hot and cold water reticulation or supply, gas reticulation or supply, electricity supply, air conditioning, telephone services, computer, data or television services (by satellite or otherwise), sewerage systems, drainage systems, systems for the removal or disposal of garbage or waste, security systems, exterior building cleaning systems, exhaust systems, emergency and fire control systems, grease trap services or facilities

Title Reference 50542845 etc.

and any other system or service designed to improve the safety, security or amenity or enhance the enjoyment of the Lots in the Complex;

Shared Facility means the shared access and facilities which are for the use of Owners and occupiers within both Precincts listed in the Annexure;

Shared Cost means the cost of operating and the Maintenance of a Shared Facility;

Terminal Lot means proposed lot 904 on SP 169072;

Terminal Infrastructure means the following infrastructure on or about the Wharf which is solely for the purpose of servicing cruise ships and other Vessels berthed at the Wharf:

- (a) gangplanks and gantries and all other equipment associated with providing access to Vessels berthed at the Wharf;
- (b) ship refuelling system and other systems and equipment for the loading, unloading and servicing of Vessels;
- (c) sewerage pumping and water supply systems;
- (d) equipment for securing Vessels to the Wharf; and
- (e) infrastructure and equipment required for securing the Wharf during Cruise Ship Periods.

Thoroughfare Connection Date means the first day on which an internal road connection is established between Remora Road and Harbour Road;

Unanimous Resolution means a resolution of the Management Group which both Representatives vote in favour of;

Utility Infrastructure means cables, wires, pipes, sewers, drains, ducts, conduits, laser and optical fibres and electronic data or impulse communication, transmission or reception systems, hoists, hooks and any other equipment or means by which Precincts and Lots are supplied with Services

Vessel means any vessel or ship that lawfully berths at, embarks people to or disembarks people from the Wharf with the approval of a Wharf Lessee for purposes associated with the BCT;

Wharf means the land adjoining the Complex described as Lot 817 on Plan S1.3772 and each and every part of it. Where applicable, the expression includes the wharf structure, the gangway and all other fixtures and improvements on or within the Wharf and all utility infrastructure and services on or within it.

Wharf Access Easement means Easement No 708474427 over part of the Wharf in favour of the Brisbane City Council.

Wharf Costs means all costs reasonably incurred by a Wharf Lessee in connection with the Wharf including, without limitation:

- (a) the cost of inspecting, maintaining, servicing and repairing the Wharf;
- (b) the cost of operation of the Wharf including lighting, electricity and water;
- (c) the cost of providing caretaking and security services;

Title Reference 50542845 etc

- (d) the cost of providing fire protection systems and services;
- (e) the cost of landscaping and paving (including replacement where required) the Wharf;
- (f) the cost of insurances of the Wharf effected by a Wharf Lessee;
- (g) the cost of engaging consultants and contractors in connection with the above;
- (h) all rental, outgoings and other amounts payable under the Wharf Lease;
- (i) all rates, taxes and charges payable by a Wharf Lessee (whether assessed directly against a Wharf Lessee or which a Wharf Lessee is required to pay by way of reimbursement under its Wharf Lease);
- (j) reasonable management and administration costs and the wages of staff incurred in connection with the operation of the Wharf (including organising quotes for work), payment and collection of any other Wharf Costs; and
- (k) contributions to a sinking fund for major expenditure and demolition of the Wharf.

but does not include any costs incurred:

- (l) in maintaining, operating or insuring Terminal Infrastructure or the Marina;
- (m) in maintaining, operating or insuring any improvements within the Retail Areas for use in connection with adjoining retail premises or in connection with the conduct of any retail activities on the Wharf; or
- (n) solely as a result of additional operational requirements required as a result of the presence of a Vessel berthed at the Wharf (for example, additional security as a result of legal requirements).

Wharf Lease means the sublease or sub-sublease under which the Wharf Lessee is entitled to the exclusive use and enjoyment of all or part of the Wharf from time to time.

Wharf Lessee means:

- (a) the RBC; and
- (b) for so long as an Owner other than the RBC is entitled to the exclusive use and occupation of the Wharf (excluding the Retail Areas and subject to the Wharf Access Easement), includes that Owner.

1.2. Interpretation

In this BMS:

- (a) headings are for convenience and do not affect the interpretation of this BMS;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes all genders;
- (d) a reference to a statute, regulation, proclamation, ordinance or by-law includes all variations, consolidations or replacements of them;

Title Reference 50542845 etc

- (e) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association, board or body to serve substantially the same purpose; and
- (f) a reference to an annexure means an annexure to this BMS.

1.3. Hierarchy

This BMS overrides any provision in another building management statement or community management statement to the extent of any inconsistency.

2. SUPPORT AND SHELTER

2.1. Right to support and protection

Each Owner grants each other Owner:

- (a) a right of subjacent and lateral support and protection from the parts of the Podium Structure on the Owner's Lot for the purpose of supporting, upholding and maintaining Improvements on another Owner's Lot; and
- (b) a right of shelter and protection from the Podium Structure on the Owner's Lot for the purpose of giving shelter and protection to another Owner's Lot.

2.2. No interference

Owners and others bound by this BMS:

- (a) must not interfere with the rights of support and shelter created by this BMS; and
- (b) must ensure that the rights of support and shelter created by this BMS are protected at all times.

2.3. Minor Encroachments

Each Owner consents to any minor projections or encroachments from a Lot over the boundary of another Lot so long as the projections do not unreasonably interfere with the use of the Lot which is subject to the projection or encroachment.

2.4. Maintenance

Each Principal Owner must Maintain the part of the Podium Structure situated within the Principal Owner's Lot.

2.5. Access for Maintenance

Each Owner grants to the Principal Owners the right for the Principal Owner and consultants and contractors appointed by the Principal Owner to enter onto the Owner's Lot with equipment, materials and supplies for the Maintenance of any part of the Podium Structure in accordance with clause 2.4 subject to the following:

- (a) the right of entry may only be exercised at reasonable times and upon reasonable written notice (except in an emergency); and

Title Reference 50542845 etc

- (b) the person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the Owner's Lot.

3. SUPPLY OF SERVICES

3.1. Shared Services

There are no shared Services between the Residential Precinct and the Mixed Use Precinct. However, each Owner:

- (a) must Maintain any Utility Infrastructure on the Owner's Lot which, if not Maintained in accordance with this clause, would affect the efficient or effective operation of the same Service on the other Precinct (for example, the basement mechanical ventilation system); and
- (b) must not do anything which would cause Utility Infrastructure or Services on the other Precinct which comply with the requirements of the Building Code of Australia or other relevant law to cease to be compliant.

3.2. Encroaching Services in Basement Carpark

Each Owner grants to the other Owners the right to retain Utility Infrastructure in the basement carpark of the Complex which, encroaches from one Precinct (**Originating Precinct**) onto the other Precinct (**Affected Precinct**) and to use that Utility Infrastructure for the free and uninterrupted supply of Services to and from the Originating Precinct and (if applicable) to and from the Wharf, through, over and along the Utility Infrastructure.

3.3. Maintenance of Utility Infrastructure

The Owner of the Originating Precinct must maintain the encroaching Utility Infrastructure in good, safe and operable condition at all times.

3.4. Access for Maintenance

The Owner of the Affected Precinct grants the Owner of the Originating Precinct the right for the Owner of the Originating Precinct and its consultants and contractors to enter onto the Affected Precinct with equipment, materials and supplies for the Maintenance of the Utility Infrastructure on the Affected Precinct subject to the following:

- (a) the right of entry may only be exercised at reasonable times and upon reasonable written notice (except in an emergency); and
- (b) the person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the Affected Precinct.

3.5. No Interference

Owners and others bound by this BMS must not interfere with the Utility Infrastructure or the supply of Services.

3.6. Changing Utility Infrastructure

The Owners may only relocate or add to (other than for the purpose of Maintenance) the Utility Infrastructure within the Affected Precinct subject to the following conditions:

Title Reference 50542845 etc

- (a) the Owner of the Originating Precinct must first obtain the written consent of the Management Group (which must not unreasonably withhold or delay giving consent); and
- (b) the exercise of rights under this clause must not unreasonably interfere with the use or enjoyment of the Affected Precinct by persons entitled to use the Affected Precinct.

4. SHARED ACCESS AREAS

4.1. Access to Lots

Each Owner of an area specified in column 1 of Annexure A (and identified on the attached plans) grants the Owners of the Benefited Lots in column 3 for themselves, the occupiers of the Benefited Lots and their invitees, the rights specified in column 4, subject to the conditions (if any) in column 5.

4.2. Public access

The Owners must provide and maintain unimpeded and safe 24 hour public access through the subject site including pedestrian boardwalk and public plaza areas, and ensuring that access ways are designed to cater for disabled persons in accordance with the relevant Australian Standard.

4.3. No interference

Subject to clause 7, Owners and others bound by this HMS must not unreasonably interfere with, restrict or impede any right of access created by this BMS.

4.4. Emergency Access

In an emergency, each Owner grants to the other Owners (and all persons in any Lot) the right to pass through, over and along their respective Lots.

4.5. Changes to/Use of Shared Thoroughfares

Nothing in this clause prevents the Owner of the Retail Lot or anyone authorised by it from:

- (a) placing Improvements, whether permanent or temporary (for example, tables and chairs, stalls, kiosks and directional signs) or permitting street entertainment on or around the public pedestrian thoroughfares; and
- (b) reconfiguring or relocating the public thoroughfares.

provided:

- (c) public access through the site between Hercules Street, MacArthur Avenue, Harbour Road and the adjoining wharf is provided and maintained in accordance with development approvals over the site;
- (d) vehicular access to the basement carpark;
- (e) reasonable pedestrian access between the community plaza and the retail carpark; and
- (f) clear vehicular access to and from the Wharf (including emergency vehicle access over the community plaza).

Title Reference 50542845 etc

are maintained at all times after construction of the relevant parts of the community plaza and basement carpark have been completed. To avoid doubt, the Owner of the Retail Lot or other person authorized by it is entitled to all revenue from the activities on the Retail Lot referred to in (a). The Owner of the Residential Precinct must not, and must not permit any person to do any of the things in paragraphs (a) or (b) without the consent of the Owner of the Mixed Use Precinct.

4.6. Rules relating to use of shared roadways and shared parking areas

The following rules apply to the use of shared roadways and shared carparking areas within the Complex:

- (a) An Owner or occupier or those authorised by them must not impede traffic and must not park any portion of a vehicle in a vehicular access area other than in nominated parking areas.
- (b) Vehicles may only be driven by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (c) All drivers must comply with traffic signs.
- (d) The maximum speed limit is 10kph.

The Owner of a shared roadway or shared carparking area may install traffic signs and make additional rules for the safe use of those areas provided they do not substantially diminish the rights granted by this BMS.

4.7. Owner responsible for Maintenance

The Owner specified in the Annexure is responsible for the operation and Maintenance of each Shared Facility.

4.8. Required Standard of Maintenance

Where an Owner has a responsibility for the operation and Maintenance of a Shared Facility, the Owner must:

- (a) carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the Complex;
- (b) only engage reputable and suitably qualified contractors to enable it to fulfill its responsibilities;
- (c) have available for inspection by any Owner of a Benefited Lot in respect of the relevant Shared Facility, at reasonable times and on reasonable notice, any records or other things relevant to the performance of its responsibilities.

4.9. No interference during maintenance and repair

An Owner effecting Maintenance of a Shared Facility must do so expeditiously so as to, as far as practicable, minimise interference with the use and enjoyment of the Shared Facility.

4.10. Shared Costs

- (a) The Owner of each Benefited Lot must contribute to the Shared Costs incurred by the Owner responsible for the operation and Maintenance of each Shared Facility in the relevant proportions specified in Annexure A.

Title Reference 50542845 etc

- (b) The Owner of a Benefited Lot must pay its proportion of the Shared Costs within 14 days of request by the Owner who incurs, or is liable for, the Shared Costs. The request must be accompanied by reasonable details of the calculation of the costs, including any appropriate invoices.
- (c) Where any capital improvement (other than Maintenance) is made to a Shared Facility which does not benefit a particular Lot (even if the Lot Owner or occupier has the right to use the Shared Facility), the relevant Lot Owner is not required to contribute to any Shared Costs relating to that improvement.
- (d) If there is any dispute about whether any capital improvement (other than Maintenance) is of benefit to a Lot Owner and occupier (and persons authorised by them), any Owner may refer it for determination under clause 11 (Dispute Resolution).
- (e) For the avoidance of doubt, if a Shared Facility has not been constructed at the date of this BMS, the Shared Costs are not payable until the Shared Facility has been installed or built and is operational.

5. INSURANCE OF COMPLEX

5.1. Management Group to insure

The Owners authorise the Management Group to obtain a policy or policies of insurance with common insurers for the Improvements comprising the Complex and public liability insurance in the names of and noting the interests of each Principal Owner and, if requested, their mortgagees.

5.2. Type of insurance

A policy of insurance obtained by or agreed to by the Management Group must:

- (a) cover damage by the following causes:
 - (i) earthquake, explosion, fire, lightning, storm, tempest, flood and water damage; and
 - (ii) glass breakage; and
 - (iii) damage from impact, malicious act and riot.
- (b) where applicable, comply with the *Body Corporate and Community Management Act 1997* and the regulation module applying to a community titles scheme to which the insurance relates;
- (c) cover costs incidental to the reinstatement or replacement of the insured Improvements, including the cost of removing debris and the fees of architects and other professional advisers;
- (d) provide for the reinstatement of the Improvements comprising in the Complex to their condition when new;
- (e) insure against public liability arising out of the use of a shared access area for a sum not less than that nominated by the Management Group from time to time;
- (f) be placed with an Australian insurer authorised to write general insurance business under the *Insurance Act 1973* (Commonwealth);
- (g) cover machinery breakdown; and

Title Reference 50542845 etc

- (h) cover errors and omissions and directors' and officers' liability insurance for the Representatives on the Management Group.

5.3. Inspection of policy

The Management Group must, if requested by a Principal Owner, produce for inspection a copy of the policy and a premium payment receipt or acknowledgement.

5.4. Division of costs of insurance

- (a) Subject to (b) and (c), each Principal Owner must pay that Owner's share of the insurance premium for the insurance obtained by the Management Group under clause 5.2(d) in the shares reasonably decided by the Management Group from time to time taking into account the replacement value of the Precincts, the extent of the risk and advice received from its insurance broker.
- (b) If the cost of insurance increases due to:
 - (i) the use of a Precinct or Lot, or
 - (ii) any claim made by a visitor to a Precinct or Lot,the Owner of the relevant Precinct or Lot must pay for the increase.
- (c) Any excess payable for an insurance claim must be paid by the Owner of the Lot from which the claim arose or to which the claim was related.

5.5. Payment of invoices

The Management Group must issue invoices to the Principal Owners for their respective contributions to the insurances effected on behalf of the Principal Owners under this clause 5. The Principal Owner must pay its contribution within 30 days of the date of the invoice.

5.6. Interest on unpaid amounts

A Principal Owner who fails to pay any money due to the Management Group must pay interest on the arrears from the day on which payment was due until the date it is paid at the rate prescribed by the Management Group's bank for unsecured overdrafts of more than \$100,000 at 10:00 am on the Monday after the default plus 20% per annum. Interest will be calculated on daily balances.

6. WHARF

6.1. Proposed use of Wharf

The Owners acknowledge that:

- (a) the State of Queensland has or will grant a sublease of the Wharf to the RBC;
- (b) the Wharf is intended to provide public access along the river for the use and enjoyment of Owners and visitors to the Complex (subject to clause 7);
- (c) the rights of the Owners and visitors to the Complex to use the Wharf are set out in the Wharf Public Access Easement; and

Title Reference 50542845 etc

- (d) the RBC subleases (or will sublease) the Wharf (excluding the Retail Area) to the BCT operator which will be a Wharf Lessee whilst the BCT is an operational cruise terminal; and
- (e) the Wharf Lessee may exercise all of the rights reserved to the Wharf Lessee/BCT Operator under the Wharf Public Access Easement (including preventing access over the Restricted Area during Cruise Ship Periods, permitting transient uses such as markets and kiosks and tables and chairs for eateries, making alterations and improvements to the Wharf and making rules and regulations for use of the Wharf).

6.2. Operation and maintenance of Wharf

The Wharf Lessee must, at its cost:

- (a) keep the Wharf continuously illuminated from dusk until dawn;
- (b) maintain the Wharf in a good and substantial state of repair;
- (c) keep the improvements on the Wharf in good repair and condition; and
- (d) comply with the notification and reporting requirements concerning any maintenance or other works to be undertaken to the Wharf.

as required under its Wharf Lease.

6.3. Maintenance Costs

- (a) In consideration of the Wharf Lessee agreeing to manage, operate and maintain the Wharf, the Principal Owners must reimburse the Wharf Lessee for the Wharf Costs in proportion to their respective GFA Proportions.
- (b) To avoid doubt, the RBC is not entitled to reimbursement from the Principal Owners for a Wharf Cost to the extent it is entitled to be reimbursed by the other Wharf Lessee.
- (c) The Wharf Lessee (or a Manager on behalf of the Wharf Lessee) may issue invoices to the Principal Owners for each Principal Owner's share of the Wharf Costs. Each Principal Owner must pay the invoice within 30 days of receipt.
- (d) Any invoice not paid by the due date will attract interest. Interest is calculated on daily balances at a rate of 20% per annum. On the last day of each month, the Wharf Lessee may add the interest to the unpaid money and charge interest on the total amount.
- (e) In the absence of manifest error or fraud, an invoice or account signed by the Wharf Lessee or any officer of the Wharf Lessee will be conclusive evidence of the costs referred to in it.

7. TERMINAL OPERATIONS

7.1. Operational Requirements

Portside Wharf is an International Ships and Port Security Code compliant facility and is required to operate at the security level set by the Port of Brisbane Security Coordinator. All Owners, occupiers and their invitees within the Complex must, to the extent they are applicable, comply with:

- (a) all laws, regulations the use and operation of port facilities including:

Title Reference 50542845 etc

- (i) the *Maritime Transport Security Act 2003* (Cth);
 - (ii) the *Maritime Transport Security Regulation 2003* (Cth);
 - (iii) the *Transport Operations (Marine) Safety Act 1994* (Qld);
 - (iv) the *Quarantine Act 1908* (Cth);
 - (v) the *Customs Act 1901* (Cth).
- (b) all regulations, codes, plans by-laws, manuals and rules applicable to or adopted by the operator of the BCT (as amended from time to time) including:
- (i) the International Ships and Port Security Code;
 - (ii) the Port Facility Security Plan;
 - (iii) the Port of Brisbane Port Procedures Manual;
 - (iv) the Portside Wharf Operations Manual; and
- (c) the lawful directions of all persons in connection with the operation of the BCT including the Port Facility Security Officer, security staff and customs officials.

Nothing in this clause 7.1 will make the Owner or operator of the BCT liable to any other Owner for non-compliance with or any failure to enforce the requirements in this clause 7.1.

7.2. Restricted Access during Cruise Ship Periods

- (a) Without limiting clause 7.1, the Owner of the BCT is entitled to close off and secure the Restricted Area during Cruise Ship Periods.
- (b) The Owners and occupiers of Lots in Portside Wharf and others bound by this BMS other than the operator of the BCT must not enter the Restricted Area during Cruise Ship Periods.

7.3. Notification of Cruise Ship Periods

The BCT operator:

- (a) must, by the 14th day of each month, give the Management Group a program of anticipated Cruise Ship Periods for the following month; and
- (b) may change the program by giving written notice to the Management Group but must (except where impractical due to circumstances not anticipated by the BCT operator) give notice for a change at least seven days before the commencement of the relevant Cruise Ship Period.

7.4. Signage

The BCT operator may place reasonable directional signage in and around the Complex.

Title Reference 50542645 etc

7.5. Owners not to interfere

Owners and others bound by this BMS may not attempt to interfere with the operations of the BCT as contemplated by this clause.

7.6. Overriding clause

This clause 7 applies despite anything to the contrary in this BMS.

8. OTHER PERMITTED USES

8.1. Retail and Commercial Uses of the Complex

All Owners acknowledge that the Mixed Use Precinct is intended to comprise a mix of commercial, retail and residential uses and that the Complex and associated Wharf:

- (a) are intended to include the BCT as an operational cruise ship terminal which will involve cruise ships or other vessels berthing at the Wharf, the embarkation and disembarkation of passengers and the loading, unloading and servicing of vessels;
- (b) during Cruise Ship Periods will be subject to security and customs requirements and terminal operations requirements (including the right to use parts of the plaza and Remora Road and MacArthur Avenue for bus and taxi parking) and access to certain areas will be restricted;
- (c) is intended to include a mix of retail, commercial and residential uses and may generate substantial pedestrian and vehicular traffic and related activities;
- (d) may be used for any lawful purpose from time to time and the range of uses may include fresh food markets, restaurants, nightclubs and other retail outlets which may operate or undertake delivery of produce and stock outside normal business hours; and
- (e) will include public access areas which will permit 24 hour public access over and through parts of the Complex.

Owners and occupiers of Lots in the Complex may not make any claim or take any other action whatsoever (including issuing any proceedings for an injunction or damages) related to the conduct of those activities, including any noise or other nuisance which might be generated by activities conducted on or in connection with the BCT or the retail parts of the Complex or by any disruption or temporary closure of the public thoroughfares or the Wharf during Cruise Ship Periods as permitted under clause 7.2.

8.2. Future Development of Complex

Each Owner acknowledges that it is intended to construct the Complex in stages and that the Complex may be expanded to include the Future Development Land and any additional land acquired by the developer of the Complex (which may or may not be subject to this BMS). The ongoing development work may cause interference or disturbance to an Owner's or occupier's use and enjoyment of a Lot. Owners and occupiers of Lots may not object to any interference or disturbance related to construction or related activities including, without limitation construction access over any part of the Complex and use of parts of the Complex for storage of construction material. In carrying out development work, the Owner of a Lot must use its reasonable endeavors to minimise any disruption or inconvenience to an Owner's or occupier's use and enjoyment of the Complex.

Title Reference 50542845 etc

9. SECURITY FOR COMPLEX

9.1. Management Group to arrange security service

The Management Group may arrange security for the Complex and the Wharf (at the level determined by the Management Committee from time to time) and may contract with a security service provider on behalf of the Owners. However, the Management Group is not responsible for arranging any additional security required in connection with the berthing of vessels at the Complex or the operation of the cruise terminal during Cruise Ship Periods.

9.2. Payment for security service

- (a) The Principal Owners must pay for the security service provided by the Management Committee under clause 9.1 in proportion to their respective GFA Proportions.
- (b) The Management Group may issue invoices to the Principal Owners for each Principal Owner's share of the security cost. Each Principal Owner must pay the invoice within 30 days of receipt.
- (c) Any invoice not paid by the due date will attract interest. Interest is calculated on daily balances at a rate of 20% per annum. On the last day of each month, the Management Group may add the interest to the unpaid money and charge interest on the total amount.
- (d) In the absence of manifest error or fraud, an invoice or account signed by the Management Group or any officer of the Management Group will be conclusive evidence of the costs referred to in it.

10. MANAGEMENT GROUP

10.1. Establishment

The Owners must establish a Management Group to comprise:

- (a) one Representative of the Residential Precinct; and
- (b) one Representative of the Mixed Use Precinct.

The Management Group ceases on extinguishment of this BMS.

10.2. Owners' Representatives

The Principal Owners within each Precinct:

- (a) must appoint one Representative to represent their Precinct on the Management Group; and
- (b) may appoint alternate Representatives to act in place of the Representatives from time to time.

10.3. Functions

The Management Group must:

- (a) carry out the duties given to it under this BMS;

Title Reference 50542845 etc

- (b) ensure compliance by Owners with their obligations under this BMS;
- (c) fairly enforce this BMS;
- (d) act reasonably in anything it does under this BMS;
- (e) effect insurances required by this BMS; and
- (f) do anything else the Principal Owners unanimously decide.

10.4. Appointment of Secretary/Manager

The Management Group may engage and delegate any or all of its functions to a person to act as the secretary/manager for the Management Group.

10.5. Election of Chairperson

The Representative of the Mixed Use Precinct will chair the meetings of the Management Group.

10.6. Calling of Meetings

- (a) Meetings of the Management Group must be held within 14 days of receipt by the chairperson of a written request to call a meeting from a Principal Owner or Representative. The chairperson must convene a meeting of the Management Group by giving at least 5 Business Days written notice of meeting and an agenda to the Representatives.
- (b) However, in an emergency, the Representatives may unanimously agree on a shorter period and to dispense with the notice and agenda requirements.
- (c) The agenda for a meeting must state the issues to be considered and decided on at a meeting. The Management Group may also consider, but cannot decide (unless all Representatives are present and agree) other issues raised at the meeting.
- (d) Unless unanimously agreed by the Representatives, meetings of the Management Group must be held in the Complex.

10.7. Quorum

- (a) Subject to (b), a quorum for a Management Group meeting is all Representatives (or alternate Representatives).
- (b) If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 5 Business Days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be the number of Representatives present at the time appointed for the adjourned meeting.

10.8. Voting at Meetings

- (a) Subject to (b) and this BMS, all decisions of the Management Group must be by a simple majority.
- (b) If there is a deadlock in voting, the chairperson shall have the casting or deciding vote.

Title Reference 50542845 etc

10.9. Records

The Management Group must:

- (a) take accurate minutes of its meetings and accurate records of all decisions it makes;
- (b) distribute minutes of its meetings to Representatives within 21 days (or such longer period as the Management Group decides in writing) after a meeting;
- (c) keep agendas, minutes, motions, financial records and other records for 7 years.

An Owner (or its nominee) must be allowed to inspect the records within a reasonable time of request and may take extracts from or a copy of these records at the Owner's cost.

11. DISPUTE RESOLUTION

11.1. Part does not apply to debts

This Part does not apply to debts.

11.2. Notice of dispute

If a dispute arises in connection with the rights or obligations of a Principal Owner under this BMS, an affected Owner may require the dispute to be determined by giving notice of the dispute to all Principal Owners in the Complex (a **Dispute Notice**). The Dispute Notice must:

- (a) be in writing;
- (b) state in detail the grounds of the dispute; and
- (c) be accompanied by sufficient information or materials dealing with the dispute.

11.3. Expert

If the dispute is not resolved within one month of the Dispute Notice being given, any Owner may give a written notice to the Principal Owners and the Management Committee requiring the dispute to be referred to an Expert for determination.

11.4. Appointment of Expert

If the Principal Owners cannot agree on an Expert within 7 days after an adjudication notice is given, any Principal Owner may ask the President of the Queensland Law Society to:

- (a) appoint a person who has the qualifications, experience or standing appropriate for acting as an Expert for the dispute; and
- (b) tell the parties the amount which is to be paid for the determination.

11.5. Functions of Expert

An Expert acting under this part:

Title Reference 50542845 etc

- (a) acts as an expert and not as an arbitrator;
- (b) must investigate the dispute and may interview persons whom the Expert considers helpful in resolving the issues raised by the Dispute Notice and may inspect documents and collect information for that purpose;
- (c) must observe the rules of natural justice;
- (d) must act as quickly as is consistent with a fair and proper consideration of the dispute;
- (e) is not bound by the rules of evidence;
- (f) must determine the dispute as soon as reasonably possible of being appointed; and
- (g) must give a decision and written reasons for the decision within 14 days of determining the dispute.

11.6. Expert's decision binding

To the extent that it is not contrary to law, the decision of an Expert is final and binding on the parties to the dispute.

11.7. Costs

The Principal Owners involved in the dispute must share the costs of the Expert equally unless the Expert orders otherwise. Owners must pay their own costs in connection with a dispute.

12. FUTURE DEVELOPMENT

12.1. Approvals

The rights conferred by this clause, are subject to the relevant owner obtaining all necessary development permits under the Integrated Planning Act and other approvals lawfully required.

As at 1 July 2006, there is no development approval with respect to the Future Development Land, nor has any development application been lodged with Brisbane City Council.

12.2. Incorporating Future Development Land into the Complex

The owners of the Future Development Land may:

- (a) demolish the existing buildings on the Future Development Land; and
- (b) redevelop all or parts of the Future Development Land as part of the Complex in one or more stages by extending the Podium Structure into the Future Development Land.

The owner of the Future Development Land may determine whether the further development is included in the Mixed Use Precinct or the Residential Precinct. However, land may only be included in the Residential Precinct if it is part of the Portside Residential Scheme. The owner must make the determination and notify the Portside Wharf Management Group by the Completion Date for each part of the development undertaken on the Future Development Land.

Title Reference 50542845 etc

12.3. Application of BMS to Future Development Land

To avoid doubt, the rights and obligations of the Owners under this BMS (other than this clause) take effect in relation to developments constructed on the Future Development Land from the Completion Date for each development on part of the Future Development Land which is incorporated into the Complex.

12.4. Changes to Shared Access and Facilities

Without limiting clause 4.5 but subject to clause 12.1, the Owners agree that the owner of the Future Development Land (or its nominee) may, at its own expense:

- (a) reconfigure the internal road network, pedestrian thoroughfares and at grade car parking within the Complex;
- (b) relocate the existing Harbour Road entry road (provided an alternative means of access to the Residential Precinct basement carpark is maintained at all times);
- (c) relocate the existing mixed use car park entrance/exit (provided an alternative means of access is maintained at all times);
- (d) convert the existing pedestrian plaza into a shared use zone (pedestrian and vehicular access); and
- (e) relocate the existing bus parking facilities and taxi rank (provided an alternative bus parking facility and taxi rank is maintained at all times);
- (f) make all incidental and ancillary changes to the Shared Facilities as may be required,

generally in the way shown on the Future Development Plan in Annexure C with any modifications required by the Brisbane City Council or other relevant authority and, to the extent the Future Development Plan relates to the operation of the BCT, any modifications reasonably required by the owner of the Terminal Lot or the operator of the BCT.

The owner of the Future Development Land will cause revised plans identifying the areas referred to in column 1 of Annexure A to be prepared and provided to the Management Group as the Future Development Land is developed and the other changes to the Complex contemplated by this clause are implemented.

12.5. Owner's Right to Undertake Redevelopment

For as long as it takes to complete redevelopment of the Future Development Land the owner of Future Development Land (or its nominee) may:

- (a) enter parts of the Complex reasonably necessary to carry out the redevelopment (with other people authorised by it and with vehicles and machinery);
- (b) install construction fencing and hoardings on parts of the Complex as required to comply with the laws about construction safety;
- (c) close parts of the Complex as required for construction purposes for as long as is required to complete construction of the redevelopment (provided such closure does not interfere with the efficient operation of the BCT); and

Title Reference 50542845 etc

- (d) carry out construction work on Complex as necessary to complete the redevelopment of the Complex (including interfering with Utility Infrastructure so long as any damage or interruption is made good by the owner as soon as reasonably practicable).

12.6. Connection to Utility Infrastructure

The owner of Future Development Land may connect to Utility Infrastructure for the Complex provided:

- (a) the owner gives the Management Group at least 1 months notice of its intention to connect; and
- (b) the owner takes all reasonable steps to minimise any disruption to services in carrying out the connection.

12.7. Amendments to the BMS

The Owners agree to amend this BMS or enter a new BMS to record all necessary changes to this BMS following the redevelopment of the Complex in the way contemplated by this clause.

12.8. Development other than as part of the Complex

An owner of Future Development Land may elect not to develop any part of the Future Development Land as part of the Complex (**Excluded Land**). In this case, this BMS will not apply to the Excluded Land and the Owners will sign a new BMS or a partial extinguishment of this BMS in relation to the Excluded Land.

12.9. Boundary adjustments

Owners may make boundary adjustments resulting in part of a Lot within one Precinct becoming land within another Precinct (for example on construction of a building partially within the Mixed Use Precinct and partially within the Residential Precinct, it may be necessary to remove the lift core from the Mixed Use Precinct to the Residential Precinct).

13. TERMINATION OF BMS

13.1. Termination of BMS

This BMS may be terminated if:

- (a) the Principal Owners agree to its termination by Unanimous Resolution; and
- (b) to the extent necessary for the effective termination of the BMS, agreement about termination issues is entered into between:
 - (i) all Principal Owners; and
 - (ii) each lessee under a registered or short term lease in respect of the whole or part of a Precinct.

The Principal Owners must prepare and sign a statement of extinguishment of the BMS which must be lodged in the land registry.

13.2. Procedure upon extinguishment

Upon extinguishment of this BMS:

Title Reference 50542845 etc

- (a) the Management Group bank accounts must be closed; and
- (b) the liabilities of the Management Group vest severally in the Principal Owners in the same proportions

13.3. Keeping records

Administrative, financial and other records maintained by the Management Group or the Manager must be returned to the Principal Owners who must delegate one of their number to be a custodian who must retain the records for 7 years term the date of extinguishment. The Principal Owners must fix and contribute equally to the costs of the custodian appointed.

14. NOTICES

14.1. Details to be given

Principal Owners must promptly advise the Management Group of the following and any changes from time to time:

- (a) address for service;
- (b) telephone number;
- (c) facsimile number;
- (d) emergency contact telephone number;
- (e) Representatives (including alternates);
- (f) Representatives' telephone numbers; and
- (g) email (or a similar electronic) address.

14.2. How notice to be given

A notice required or permitted to be given under this BMS:

- (a) must be in writing; and
- (b) may be left at or posted to the address or sent to the facsimile number of the party in Queensland last known to the sender.

14.3. When notice is given

A notice is taken to be given:

- (a) on the day of delivery (if left at the address of the party in Queensland last known to the sender);
- (b) on the second Business Day after posting (if sent by post); and
- (c) by 4:00pm on the Business Day a facsimile is sent (if the facsimile is sent prior to 4:00pm according to the transmission report of the sender), but otherwise on the next Business Day.

Title Reference 50542845 etc

15. GENERAL

15.1. Rights run with Ownership

If a Lot is subdivided in whole or in part:

- (a) the benefit of all rights created by this BMS will be annexed to and run with any new Lots created; and
- (b) the burden of the obligations created in this BMS continue to charge any new Lots created.

15.2. Non-interference

An Owner and any person bound by this BMS must not interfere with a right given under this BMS.

15.3. Owners and others to comply

All Owners must comply and must ensure their employees, servants, contractors, agents, tenants, invitees and licensees comply with this BMS.

15.4. Owner's rules

An Owner may make rules (or by-laws) and security arrangements for its Lot concerning the use and operation of Improvements, pedestrian access and vehicular access but may not make rules that restrict or interfere with a right granted under this BMS.

15.5. Production of title deeds

If the Principal Owners agree to amend or terminate this BMS, all Owners must promptly on request by the Management Group produce the instrument of title for the Owner's Lot (if any) to the land registry or Management Group's lawyers to permit registration of the amendment or termination.

15.6. Obligations

Owners must act reasonably and in good faith in pursuing and ensuring the observance of the aims and objectives of this BMS. Others bound by this BMS must act reasonably and in good faith to ensure the observance by them of any obligation on them under this BMS and must act reasonably in pursuing the aims and objectives of this BMS.

15.7. Indemnity

Each Owner indemnifies the other Owners and the Management Group from and against all actions, claims, suits, proceedings, costs and expense for any loss, damage, injury or death to any person or any public or private property arising directly or indirectly from the exercise by an Owner or any person claiming under that Owner or their employees, servants, agents, invitees or licensees of the rights and licences established in this BMS.

15.8. Cost Sharing

Where an Owner is required under this BMS to pay, contribute or reimburse an expense or outgoing of another owner, the amount to be paid, contributed or reimbursed by the first owner will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credit in respect of the expense or outgoing to which the other owner is entitled; and

SCHEDULE

Title Reference 50542845 etc

- (b) if the payment, contribution or reimbursement is subject to GST, an amount equal to that GST.

SCHEDULE

Title Reference 50542845 etc

ANNEXURE A

SHARED ACCESS AND FACILITIES

Shared Area	Description	Benefitted Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
A	Shared thoroughfares at podium level	All	Vehicular access 24 hours per day over internal roadways and shared vehicle/pedestrian thoroughfares and to basement carpark. Pedestrian access over pedestrian and shared thoroughfares.	Access is maintained for all lot owners entitled to benefit from the "circulation area", namely the owners and successive owners of lot 903 as well as lots 907, 902, 904, 905 and lot 907 on SP 169072 unless otherwise varied by an approval from the Brisbane City Council. The "circulation area" in question being the area described as Vehicular Access - Area A on plan 6121-53/1a dated 7 April 2006.	Energy Maintenance Capital	Prior to the Thoroughfare Connection Date: Costs in respect of those parts of the Shared Area within the Mixed Use Precinct, to be shared between the Owners of the Principal Lots in the Mixed Use Precinct only in proportion to their respective GFA Proportions. After the Thoroughfare Connection Date: to be shared between all Principal Owners in accordance with their respective GFA Proportions.	Owner of the Shared Facility

SCHEDULE

Title Reference 50542845 etc

Shared Area	Description	Benefitted Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
		Retail Lot Building 3 (proposed lot 505 on Sp 169072)	Right of vehicular access over the lower community plaza for deliveries and refuse removal during the hours nominated by the RBC from time to time				
		Terminal Lot	Right of vehicular access over the lower community plaza during Cruise Ship Periods as required				
B	Basement Carpark (Retail Lot)	All	Right of access for all Owners and occupiers through the Retail Lot carpark to and from other Lots Right for visitors of owners and occupiers of Lots to park in the car park 24 hours per day	The Owner of the Shared Facility may charge parking fees to persons parking in the Shared Area but may not discriminate against individual Owners and their visitors and invitees If the Owner installs boom gates, it must provide, at its cost, a convenient means of 24-hour access to the car park (eg swipe card system) for Owners and occupiers of the Complex. The Owner may charge other Owners for replacement keys, cards, etc	Energy/ Maintenance Capital	Owners of the Retail Lot and Terminal Lot to share the costs in accordance with their respective GFA Proportions	Owner of the Shared Facility

SCHEDULE

Title Reference 50542845 etc

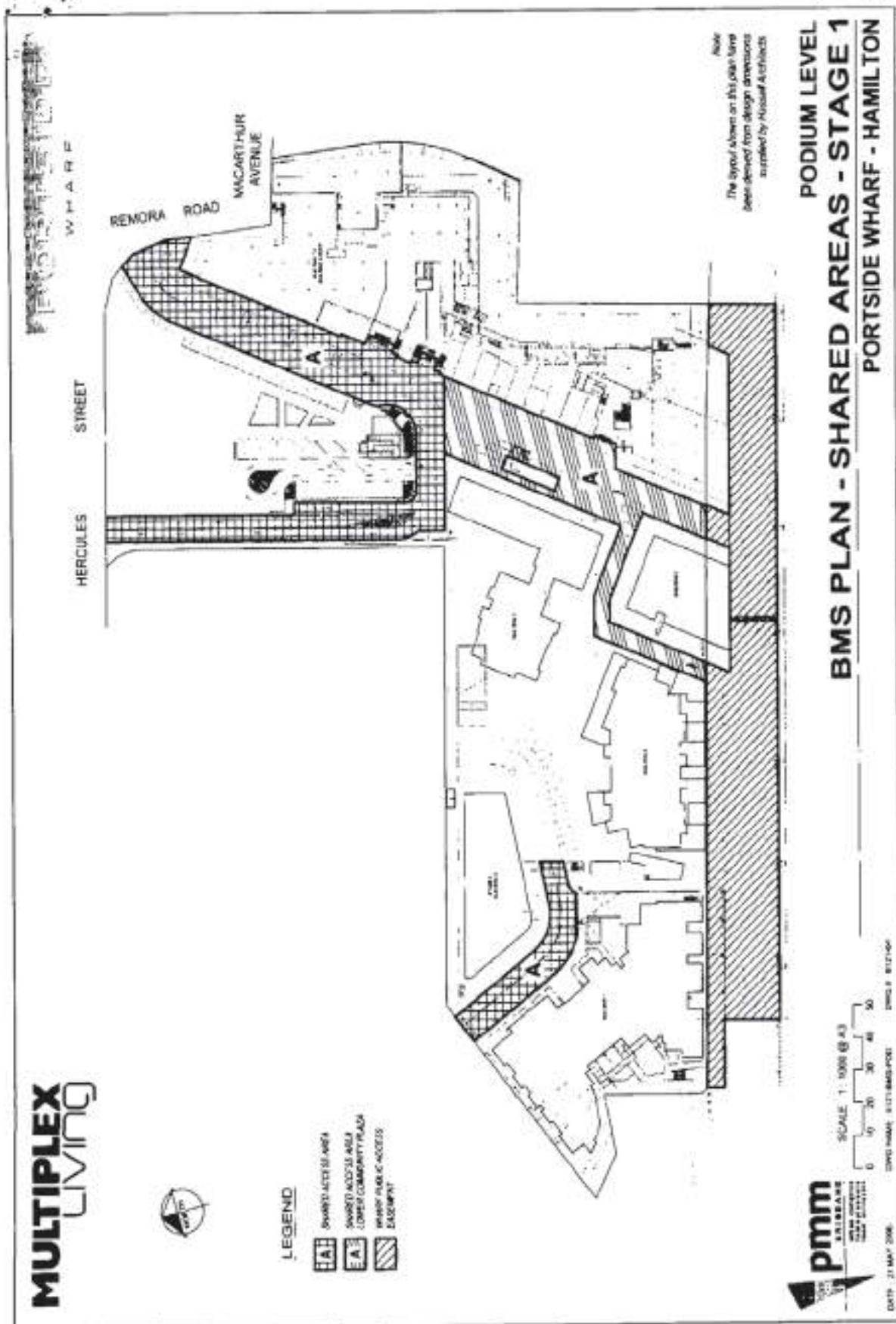
Shared Area	Description	Benefitted Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
C	Bus parking bays and taxi rank	Terminal Lot	Exclusive right for the Terminal Lot Owner to use the designated area for bus and vehicle parking and as a taxi rank during Cruise Ship Periods (including the right to remove all vehicles from the area at the start of Cruise Ship Periods)	Nil	Maintenance	Owners of the Retail Lot and Terminal Lot to share the costs in accordance with their respective GFA Proportions	Owner of the Shared Facility

In this Annexure, unless the context otherwise requires:

Capital means the cost of capital items including renewal and replacements of the Shared Facility (or any parts of it).

Energy means electricity and other energy costs incurred in the operation of the Shared Facility

Maintenance means periodic maintenance and repair including cleaning and servicing, testing and replacement of minor parts (eg light bulbs) and includes a reasonable proportion of the management fee paid by an Owner for maintenance of the relevant facility.



MULTIPLEX
LIVING



HERCULES STREET

WHARF

LEGEND

CARPARKING AND VEHICLE ACCESS



REMORA ROAD

MACARTHUR AVENUE

901 (PV)

902 (PV)

903 (PV)

903 (PV)

905 (PV)

B

BRISBANE

RIVER

Note
The layout shown on this plan have been derived from design dimensions supplied by Hassell Architects



SCALE 1:600 @ A3

BASEMENT LEVEL 1
BMS PLAN - RETAIL LOT CARPARK - AREA B
PORTSIDE WHARF - HAMILTON

DATE: 1 JUL 2008

DWG NAME: B12-BMS-BASE

DWG # B121-028A

MULTIPLEX
LIVING

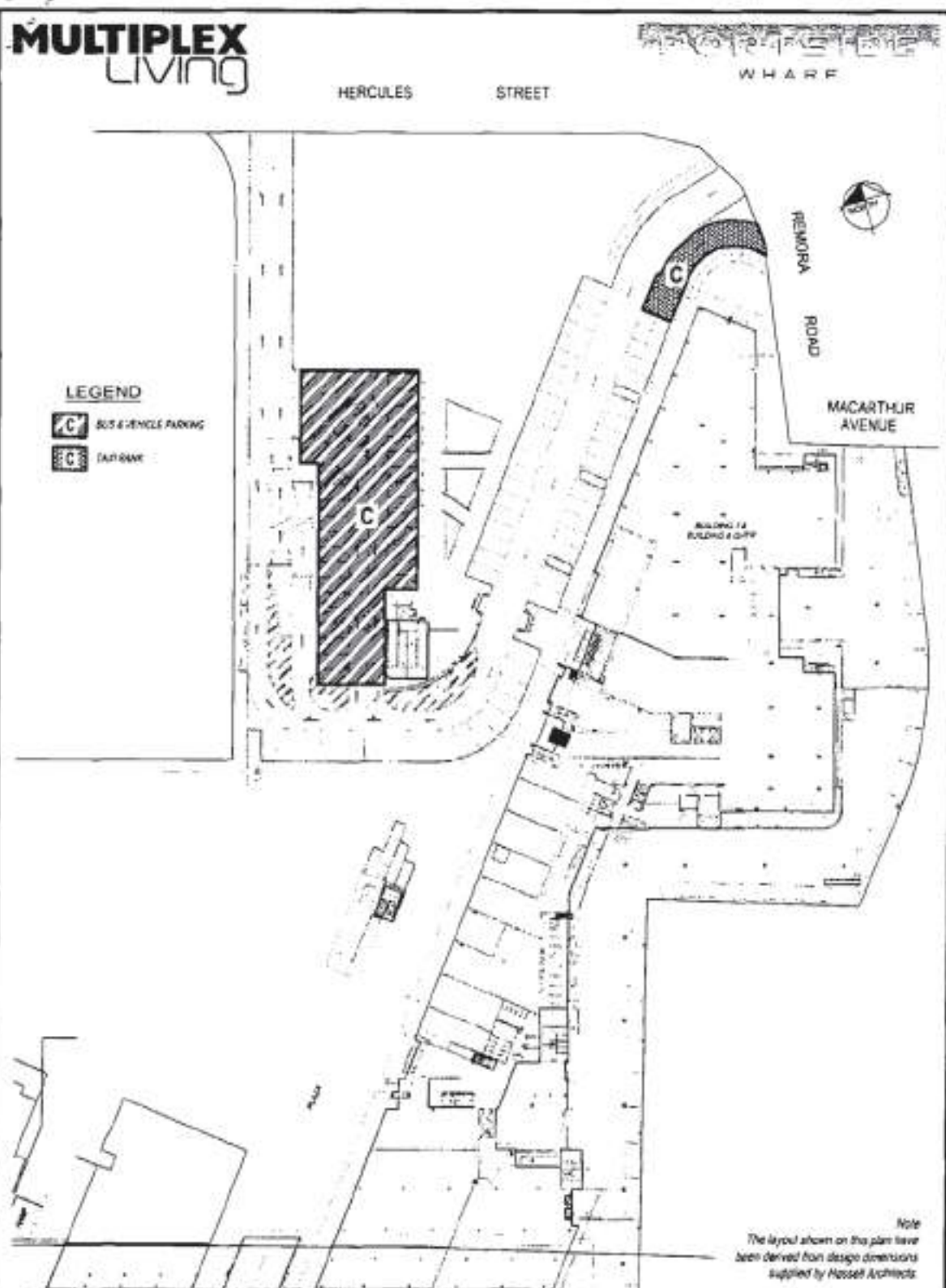
HERCULES

STREET

WHARF

LEGEND

-  BUS & SERVICE PARKING
-  TAXI RANK



Note
The layout shown on this plan have
been derived from design documents
supplied by Hassell Architects.

pmm
GROUP
urban designers
architects
landscape architects

SCALE 1:500 @ A3

BMS PLAN - PARKING & TAXI RANK - AREA C

PORTSIDE WHARF - HAMILTON

DATE: 31 MAY 2006

DWG NAME: E121-060-PG2

DWG #: E121-0212

Annexure B
Restricted Area Plan

Page 32 of 33

MULTIPLEX
Living

WHARF



LEGEND



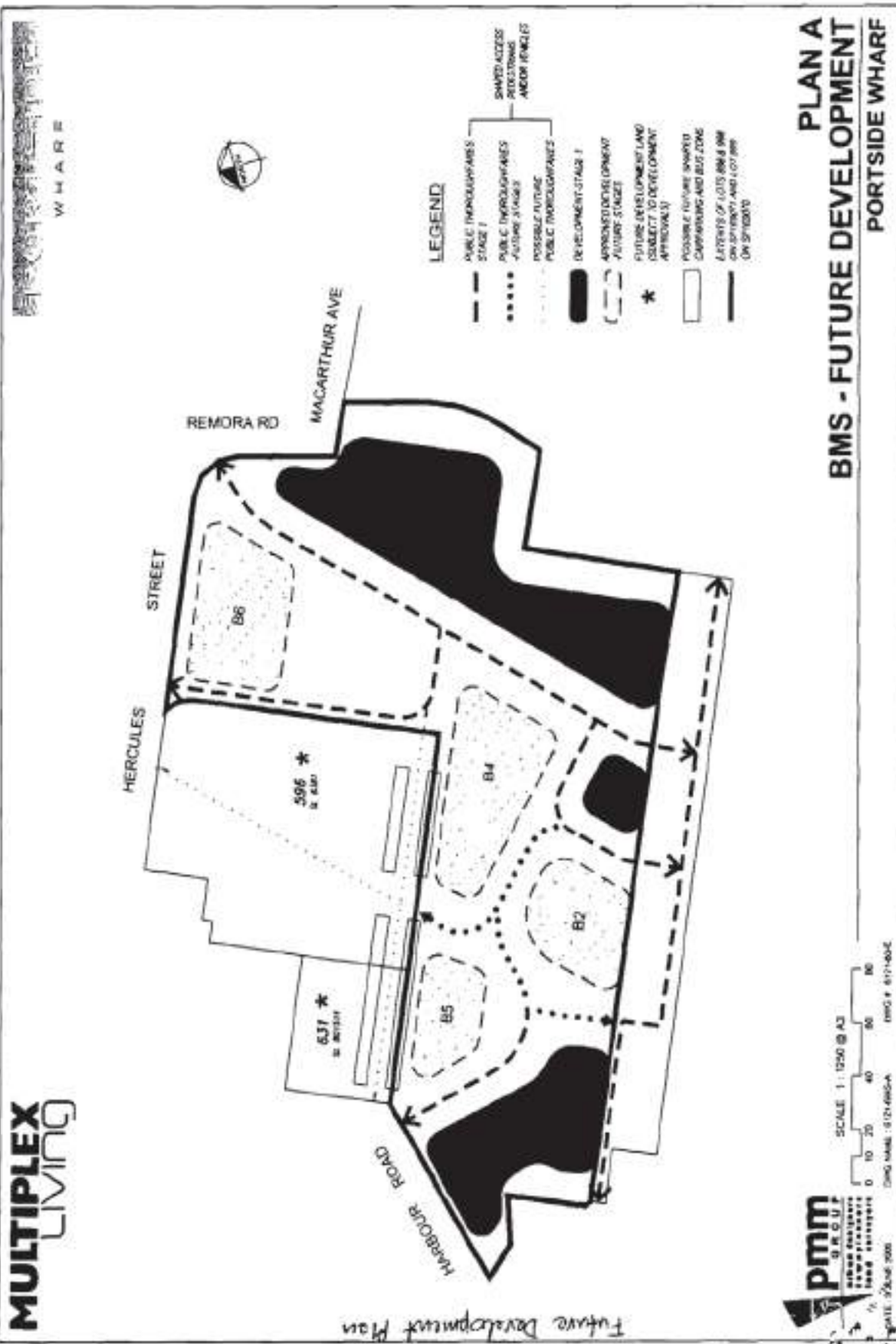
SCALE 1:1250 @ A3

DATE 11-MAY-2008
DRAWN BY: B.121-BAD/C
CHECKED BY: B.121-BAD/C
PROJECT NO: 612187-4

PLAN C
BMS - RESTRICTED ACCESS - CRUISE SHIP PERIODS
PORTSIDE WHARF

MULTIPLEX
LIVING

Annexure C
Future Development Plan



SCHEDULE

Title Reference 50542845 etc

Annexure D

GFA Proportions

A. Stage 1 GFA Proportions

Initially, the GFA Proportions of the Principal Lots are:

Principal Lot	GFA Proportion	Percentage
Residential Precinct	27,625*	49.41%
Retail Lot	12,113*	21.66%
Terminal Lot	1,796	3.21%
Lot 902 on SP 169072 (Building 8)	7,318	13.09%
Lot 905 on SP 169072 (Building 3)	377	0.67%
Lot 901 on SP 169072 (Building 6)	6,886*	11.96%

* Principal Lots subject to further development. The GFA Proportion is subject to change as additional buildings are constructed within the lot in accordance with part B.

B. Adjustment of GFA Proportions for Future Development

On completion of construction of a new building within the Complex (including on any additional land incorporated into the Complex under clause 12):

- for a Principal Lot which contains only one building or part of one building, the GFA Proportion for that Principal Lot will be the actual GFA of the part of the new building constructed within the Principal Lot;
- otherwise, the GFA Proportion for each Principal Lot within which the new building is constructed will be recalculated by adding the actual GFA of the part of the new building constructed within the Principal Lot and where applicable deducting the corresponding estimated GFA for the relevant part of the Principal Lot used for part A, namely:

Principal Lot	Components	Estimated GFA for Part A
Residential Precinct	Lot 801 on SP 172618	11,448*
	Lot 802 on SP 172618	8,147
	Lot 804 on SP 172618	6,625
	Lot 805 on SP 172618	1,405
		27,625

SCHEDULE

Title Reference 50542845 etc

Principal Lot	Components	Estimated GFA for Part A
Retail Lot	(a) Lot 903 on SP 169072 (Lots 601, 602 and 603 in the Retail Scheme)	8,358*
	(b) Lot 907 on SP 169072	
	(i) B2 retail (being the part of the lot in the general location identified on the plan in Annexure C)	1,300
	(ii) B4 retail (being the part of the lot in the general location identified on the plan in Annexure C)	1,800
	(iii) B6 retail (being the part of the lot in the general location identified on the plan in Annexure C)	655
		12,113

* Constructed as part of stage 1 and not subject to adjustment

Example 1

A new building is constructed on part of the Future Development Land and is incorporated into the Complex. The building contains a ground floor retail area of 500m² which becomes a lot in the Retail Scheme and a residential component of 10,000m² which becomes a subsidiary scheme in the Residential Precinct. Assuming no other changes have been made under part B, the GFA Proportions are recalculated as follows:

Residential Precinct	$11,148 + 8,147 + 6,623 + 1,405 + 10,000 = 37,623$
Retail Lot	$8,358 + 1,300 + 1,800 + 655 - 500 = 12,613$
Terminal Lot	1,796
Lot 902 on SP 169072 (Building 8)	7,318
Lot 905 on SP 169072 (Building 3)	377
Lot 901 on SP 169072 (Building 6)	6,868

Example 2

A new building is built partly within Lot 901 on SP 169072 and partly on the Future Development Land. Lot 901 is amalgamated with part of the Future Development Land to create a new lot (Lot 1001). Lot 1001 is not part of the Residential Precinct or the Retail Scheme. The GFA of the part of the building constructed within lot 1001 is 8,000 m².

Lot 1001 is a new Principal Lot in the Complex and has a GFA Proportion of 8,000. Lot 901 no longer exists and its GFA Proportion of 6,868 is no longer applicable.

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
LOT 901 to 905 ON SP 169072	STANLEY	TOOMBUL	
LOT 907 ON SP 169072	STANLEY	TOOMBUL	
LOT 898 ON SP 169071	STANLEY	TOOMBUL	
LOT 631 ON CP SL 801514	STANLEY	TOOMBUL	18014121
LOT 596 ON CP SL 6381	STANLEY	TOOMBUL	50542845

2. Instrument being consented to

Instrument type BUILDING MANAGEMENT STATEMENT
Dated 2. 11. 06
Names of parties THE STATE OF QUEENSLAND (REPRESENTED BY THE CO-ORDINATOR GENERAL)
THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF PRIMARY INDUSTRIES AND FISHERIES)
THEODORE DAVID CATSOULIS AND MAREE CATSOULIS

3. Instrument under which consent required

Dealing Type MORTGAGE
Dealing No. 708814764
Name of consenting party ANZ FIDUCIARY SERVICES PTY LIMITED ABN 91 100 709 493

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

Execution Date

Consenting Party's Signature

~~Signature~~ signature
Alexander Strizhevsky full name
Justice of the Peace qualification

(Witnessing officer must be registered with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Date: 26/10/06

26/10/06



GARRY QUAN
Senior Manager
Transaction Management

ANZ Fiduciary Services Pty Ltd ABN 91 100 709 493
by its duly appointed Attorney Garry Quan under
Dealing No. 708803092 who declares that he has
received no notice of revocation thereof.



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
LOT 901 to 905 ON SP 169072	STANLEY	TOOMBUL	
LOT 907 ON SP 169072	STANLEY	TOOMBUL	
LOT 898 ON SP 169071	STANLEY	TOOMBUL	
LOT 631 ON CP SL801514	STANLEY	TOOMBUL	18014121
LOT 596 ON CP SL6381	STANLEY	TOOMBUL	50542845

2. Instrument being consented to

Instrument type BUILDING MANAGEMENT STATEMENT

Dated 2.11.06

Names of parties THE STATE OF QUEENSLAND (REPRESENTED BY THE CO-ORDINATOR GENERAL)

THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF PRIMARY INDUSTRIES AND FISHERIES)

THEODORE DAVID CATSOULIS AND MAREE CATSOULIS

3. Instrument under which consent required

Dealing Type LEASE

Dealing No. 707969704

Name of consenting party MULTIPLEX PORTSIDE WHARF PTY LTD ACN 099 793 469

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

Execution Date

Consenting Party's Signature
MULTIPLEX PORTSIDE WHARF PTY LTD
ACN 099 793 469

signature

01 / 11 / 06

full name

qualification


Director
Director/Secretary

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2009 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.



**Queensland
Government**

Author: Tina Shipp
Titles Registration Unit
Phone: (07) 3227 8280
Our Ref: BR06004115
Your Ref: Sharon Christensen 20060964

Department of
**Natural Resources,
Mines and Water**

13 April 2006

Gadens
Lawyers
GPO Box 129
BRISBANE QLD 4001



Dear Ms Christensen,

Registration of Building Management Statement over Proposed Development Lot

I refer to your letter dated 3 April 2006 and your telephone conversations with Mr Stephen Dann of this office relating to the Portside Wharf Project.

I can confirm that provided the Building Management Statement meets the requirements of Sections 54A and 54C (1) of the *Land Title Act 1994*, it is capable of registration.

To facilitate efficient lodgement and processing, a copy of this letter should be presented when lodging your documents in the Land Registry.

Yours sincerely

Max Locke
Registrar of Titles and
Registrar of Water Allocations

Level 14, AXA Centre
144 Edward Street
Brisbane Qld 4000

Postal: GPO Box 1401,
Brisbane Qld 4001

Telephone: (07) 3227 7001
Facsimile: (07) 3227 7764

Website: www.nrm.qld.gov.au
ABN 83 765 537 588

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

AMENDMENT

FORM 13 Version 6
Page 1 of 23

Duty Imprint



714430919

\$132.50
24/04/2012 15:48

BE 311

1. Type/Dealing No of Instrument/Document being amended		Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document	Building Management Statement	HWL Ebsworth Lawyers GPO Box 2033 BRISBANE QLD 4001 Ref:JDW:MKL:184976 07 3020 2863	88A
Dealing Number	710148022		

2. Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

3. Grantor/Mortgagor/Lessor
See Enlarged Panel

4. Grantee/Mortgagee/Lessee
See Enlarged Panel

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)
Expiry date: / / AND/OR Event:
Option/s ² :
2 Insert n/A if no option or insert option period (eg 3 years or 2 x 3 years etc)

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: *item 5; *item 6 and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

See Enlarged Panel

..... Signature

..... full name

..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

/ /
Execution Date

Grantor's/Mortgagor's/Lessor's Signature

See Enlarged Panel

..... signature

..... full name

..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /
Execution Date

Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, 50648161 to 50648224, 50875217, 50875218,
50875219, 50875220, 50875212 and 50875213

2. Lot on Plan Description	County	Parish	Title Reference
Lot 821 on SP 231800	Stanley	Toombul	50824237
Lot 3 on SP 172658	Stanley	Toombul	50804272
Lot 1 on SP 231749	Stanley	Toombul	50793521
Lot 904 on SP 231750	Stanley	Toombul	50834977
Lot 919 on SP 236574	Stanley	Toombul	50839220
Lot 909 on SP 172657	Stanley	Toombul	50875212
Lot 910 on SP 172657	Stanley	Toombul	50875213
Lot 908 on SP 172649	Stanley	Toombul	50875220
Common Property of Loft at Portside community titles scheme 36241 and lots 301 to 312 on SP 174569	Stanley	Toombul	50641515 to 50641527
Common Property of Portside Wharf Commercial community titles scheme 36242 and lots 601 to 603 on SP 172640	Stanley	Toombul	50641534 to 50641537
Common Property of Flare at Portside community titles scheme 36243 and lots 801, 802, 804 to 835, 836 and 837 to 896 on SP 169057	Stanley	Toombul	50641569 to 50641603, 50710324 and 50641605 to 50641664
Common Property of Portside Wharf Principal community titles scheme 36407 and lots 812, 814 and 815 on SP 172649	Stanley	Toombul	50648148 and 50875217 to 50875219
Common Property of Infinity at Portside community titles scheme 36408 and lots 101 to 163 on SP 172615	Stanley	Toombul	50648161 to 50648224

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648460 to 50648462~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

3. Grantor/Mortgagor/Lessor

Rivana Development Pty Ltd ACN 146 311 659
Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870
Multiplex Portside Wharf Pty Ltd ACN 099 793 469
Brisbane Cruise Wharf Pty Ltd ACN 098 923 785
Multiplex Portside Retail Pty Ltd ACN 122 180 045
Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd ACN 127 026 395
Body Corporate for Loft at Portside Community Titles Scheme 36241
Body Corporate for Portside Wharf Commercial Community Titles Scheme 36242
Body Corporate for Flare at Portside Community Titles Scheme 36243
Body Corporate for Portside Wharf Principal Community Titles Scheme 36407
Body Corporate for Infinity at Portside Community Titles Scheme 36408

4. Grantee/Mortgagee/Lessee

Rivana Development Pty Ltd ACN 146 311 659
Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870
Multiplex Portside Wharf Pty Ltd ACN 099 793 469
Brisbane Cruise Wharf Pty Ltd ACN 098 923 785
Multiplex Portside Retail Pty Ltd ACN 122 180 045
Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd ACN 127 026 395
Body Corporate for Loft at Portside Community Titles Scheme 36241
Body Corporate for Portside Wharf Commercial Community Titles Scheme 36242
Body Corporate for Flare at Portside Community Titles Scheme 36243
Body Corporate for Portside Wharf Principal Community Titles Scheme 36407
Body Corporate for Infinity at Portside Community Titles Scheme 36408

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224,
50875217, 50875218, 50875219, 50675220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: *item 5; *item 5
and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

13/14/2012
Execution Date

Rivana Development Pty Ltd
ACN 146 311 659
Director
Director
Grantor's/Mortgagor's/Lessor's Signature

..... signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

13/14/2012
Execution Date

Rivana Development Pty Ltd
ACN 146 311 659
Director
Director
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

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* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


..... Signature
Shelly Marie Ward
Commissioner for Declarations
Registration No 108856
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870


Director
24/4/2012
Execution Date
Grantor's/Mortgagor's/Lessor's Signature


..... signature
Shelly Marie Ward
Commissioner for Declarations
Registration No 108856
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870


Director
24/4/2012
Execution Date
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50643148, ~~50648160 to 50648192~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~item 5; item 5~~ and ~~attached schedule; attached schedule~~.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

14/4/12
Execution Date

Multiplex Portside Wharf Pty Ltd ACN 099 793 469

 Director
.....
Director

Grantor's/Mortgagor's/Lessor's Signature

..... signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

14/4/12
Execution Date

Multiplex Portside Wharf Pty Ltd ACN 099 793 469

 Director
.....
Director

Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224,
50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: ~~item 5; item 5~~
and ~~attached schedule; *attached schedule.~~

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994.

..... Signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

14/4/12
Execution Date

Brisbane Cruise Wharf Pty Ltd ACN 098 923 785


Director
Grantor's/Mortgagor's/Lessor's Signature

..... signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

14/4/12
Execution Date

Brisbane Cruise Wharf Pty Ltd ACN 098 923 785


Director
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50646456 to 50646459~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: ~~item 5; item 6~~ and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

14/4/12
Execution Date

Multiplex Portside Retail Pty Ltd ACN 122 180 045

 Director
Grantor's/Mortgagor's/Lessor's Signature

..... signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

14/4/12
Execution Date

Multiplex Portside Retail Pty Ltd ACN 122 180 045

 Director
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: *item 5; *item 5 and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd ACN 127 026 395
..... full name
..... qualification
Witnessing Officer 14/4/12
(Witnessing officer must be in accordance with Schedule 1 Execution Date
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

[Signature] Director
[Signature] Director
Grantor's/Mortgagor's/Lessor's Signature

..... signature Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd ACN 127 026 395
..... full name
..... qualification
Witnessing Officer 14/4/12
(Witnessing officer must be in accordance with Schedule 1 Execution Date
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

[Signature] Director
[Signature] Director
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648162~~, 50648161 to 50648224,
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6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: *item 5; *item 5
and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of the provisions under section 162 of the Land Title Act 1994

Witnessing Officer

(Witnessing officer must be in accordance with section 162
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

Body Corporate for Loft at Portside
Community Titles Scheme 36241

Grantor's/Mortgagor's/Lessor's Signature

Witnessing Officer

(Witnessing officer must be in accordance with section 162
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

Body Corporate for Loft at Portside
Community Titles Scheme 36241

Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648160 to 50648162~~, 50648161 to 50648224,
50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with—*Rem-5; *Rem-5
and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



23/4/12
Execution Date

Body Corporate for Portside Wharf Commercial
Community Titles Scheme 36242

[Signature] Chairman
[Signature] Secretary
Grantor's/Mortgagor's/Lessor's Signature



23/4/12
Execution Date

Body Corporate for Portside Wharf Commercial
Community Titles Scheme 36242

[Signature] Chairman
[Signature] Secretary
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with—item 5; *item 5 and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner J.P.C Dec)



17/12/12
Execution Date

Body Corporate for Flare at Portside
Community Titles Scheme 36243

Grantor's/Mortgagor's/Lessor's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner J.P.C Dec)



17/12/12
Execution Date

Body Corporate for Flare at Portside
Community Titles Scheme 36243

Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648160 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: *item 5; *item 5 and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

Signature of
Full name of
Qualification

Execution Date

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Signature of
Full name of
Qualification

Execution Date

Body Corporate for Portside Wharf Principal
Community Titles Scheme 36407

Chairman
Secretary
Grantor's/Mortgagor's/Lessor's Signature

Body Corporate for Portside Wharf Principal
Community Titles Scheme 36407

Chairman
Secretary
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50804272, 50793521, 50634977, 50639220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

6. Request/Execution

The parties identified in Items 3 and 4 agree that the instrument/document in Item 1 is amended in accordance with: ~~Item 5; Item 5~~
and ~~attached schedule; attached schedule~~.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)



19/4/12
Execution Date

Body Corporate for Infinity at Portside
Community Titles Scheme 36408

Revarson Chairman

DeWilder Secretary

Grantor's/Mortgagor's/Lessor's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



19/4/12
Execution Date

Body Corporate for Infinity at Portside
Community Titles Scheme 36408

Revarson Chairman

DeWilder Secretary

Grantee's/Mortgagee's/Lessee's Signature

SCHEDULE

Title Reference 50824237, 50804272, 50793521, 50834677, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224,
50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

Annexure A of the Building Management Statement is deleted and the following inserted:

ANNEXURE A
SHARED ACCESS AND FACILITIES

Shared Area	Description	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
A	Shared thoroughfares at podium level	All	Vehicular access 24 hours per day over internal roadways and shared vehicle / pedestrian thoroughfares and to basement carpark. Pedestrian access over pedestrian and shared thoroughfares.	Access is maintained for all lot owners entitled to benefit from the "circulation area", namely the owners and successive owners of lot 903 as well as lots 901, 902, 904, 905 and lot 907 on SP 169072 unless otherwise varied by an approval from the relevant planning authority. The "circulation area" in question being the area described as Vehicular Access - Area A on plan 6121-53/1a dated 7 April 2006.	Energy Maintenance Capital	Prior to the Thoroughfare Connection Date: Costs in respect of those parts of the Shared Area within the Mixed Use Precinct, to be shared between the Owners of the Principal Lots in the Mixed Use Precinct only in proportion to their respective GFA Proportions. After the Thoroughfare Connection Date: to be shared between all Principal Owners in accordance with their respective GFA Proportions.	Owner of the Shared Facility
		Retail Lot 3 Building (proposed lot 905 on SP 169072)	Right of vehicle access over the lower community plaza for deliveries and refuse removal during the hours nominated by the RBC from time to time.				

SCHEDULE

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641537, 50641534 to 50641537
50641559 to 50641603, 50716324, 50641605 to 50641684, 50648148, 50648450 to 50648152, 50648161 to 50648224,
50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

Shared Area	Description	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
		Terminal Lot	Right of vehicular access over the lower community plaza during Cruise Ship Periods as required.				
A1	Shared thoroughfares at podium level	All	Pedestrian and vehicular access over the shared thoroughfares	Nil	Energy Maintenance Capital	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility
A2	Shared thoroughfares at podium level	All	Pedestrian (excluding the outdoor dining areas) over pedestrian thoroughfares	Access is not granted over the outdoor dining areas	Energy Maintenance Capital	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility
B	Basement Carpark (Retail Lot)	All	Right of access for all Owners and occupiers through the Retail Lot carpark to and from other Lots. Right for visitors of Owners and occupiers of Lots to park in the carpark 24 hours per day	The Owner of the Shared Facility may charge parking fees to persons parking the Shared Area but may not discriminate against individual Owners and their visitors and invited. If the Owner installs boom gates, it must provide, at its cost, a convenient means of 24 hour access to the car park (eg swipe car system) for Owners and occupiers of the Complex. The Owner may charge other Owners for	Energy Maintenance Capital	Owners of the Retail Lot and Terminal Lot to share the costs in accordance with their respective GFA Proportions	Owner of the Shared Facility

SCHEDULE

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537
50641559 to 50641603, 50716324, 50641605 to 50641664, 50648148, 50648152, 50648161 to 50648224,
50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

				replacement keys, cards, etc.	Energy Maintenance Capital	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility
B1	Basement Carpark (Building 4)	All	Pedestrian and vehicular access over the shared thoroughfares	Nil	Energy Maintenance Capital	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility
B2	Basement Carpark (Residential Precinct Building 4)	Residential Precinct Building 4 and Building 5 (Lots 814 and 815 on SP 172649)	Pedestrian and vehicular access over the shared thoroughfares	Nil	Energy Maintenance Capital	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility
C	Bus parking bays and taxi rank	Terminal Lot	Exclusive right for the Terminal Lot Owner to use the designated area for bus and vehicle parking and as a taxi rank during Cruise Ship Periods (including the right to remove all vehicles from the area at the start of Cruise Ship Periods).	Nil	Maintenance	Owners of the Retail Lot and Terminal Lot to share the costs in accordance with their GFA Proportions	Owner of the Shared Facility
L	Loading Dock (Retail Lot)	Residential Precinct Building 2, 4 and 5 (Lots 812, 814 and 815 on SP 172649) and Retail Lot Building 4 (Lot 909 on SP 172657)	Right to use the designated area as a loading dock	Nil	Maintenance	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility

SCHEDULE

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641559 to 50641603, 50710324, 50641605 to 50641664, 50648148, 50648460 to 50648462, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

P	Shared thoroughfares at level (Retail Lot)	Residential Precinct Building 4 (Lot 814 on SP 172649) and Retail Lot Building 4 (Lot 909 on SP 172657)	Pedestrian access over pedestrian thoroughfare	Nil	Maintenance	To be shared between all Principal Owners in accordance with their respective GFA Proportions	Owner of the Shared Facility

In this Annexure, unless the context otherwise requires:

Capital means the cost of capital items including renewal and replacements of the Shared Facility or Shared Services (or any parts of it).

Energy means electricity and other energy costs incurred in the operation of the Shared Facility or Shared Services.

Maintenance means periodic maintenance and repair including cleaning and servicing, testing and replacement of minor parts (eg light bulbs) and includes a reasonable proportion of the management fee paid by an Owner for maintenance of the relevant facility or Service.

SCHEDULE

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641654, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

Annexure D of the Building Management Statement is deleted and the following inserted:

ANNEXURE D

GFA Proportions

A. Stage 1 GFA Proportions

Initially, the GFA Proportions of the Principal Lots are:

Principal Lot	GFA Proportion	Percentage
Residential Precinct	27,625*	49.41%
Retail Lot	12,113*	21.66%
Terminal Lot	1,796	3.21%
Lot 902 on SP 169072 (Building 8)	7,318	13.09%
Lot 905 on SP 169072 (Building 3)	377	0.67%
Lot 901 on SP 169072 (Building 6)	6,686*	11.96%

*Principal Lots subject to further development. The GFA Proportion is subject to change as additional buildings are constructed within the lot in accordance with Part C.

B. Stage 2 GFA Proportions

On completion of Building 4 in the Residential Precinct, the GFA Proportions of the Principal Lots are:

Principal Lot	GFA Proportion	Percentage
Residential Precinct	36,957*	58.46%
Retail Lot	10,862*	17.18%
Terminal Lot	1,021	1.61%
Lot 902 on SP 169072 (Building 8)	7,318	11.58%
Lot 905 on SP 169072 (Building 3)	377	0.60%
Lot 901 on SP 169072 (Building 6)	6,686*	10.58%

*Principal Lots subject to further development. The GFA Proportion is subject to change as additional buildings are constructed within the lot in accordance with Part C.

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641605 to 50641664, 50648148, ~~50648460 to 50648492~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

C. Adjustment of GFA Proportions for Future Development

On completion of construction of a new building within the Complex (including on any additional land incorporated into the Complex under clause 12):

- (a) for a Principal Lot which contains only one building or part of one building, the GFA Proportion for that Principal Lot will be the actual GFA of the part of the new building constructed within the Principal Lot;
- (b) otherwise, the GFA Proportion for each Principal Lot within which the new building is constructed will be recalculated by adding the actual GFA of the part of the new building constructed within the Principal Lot and where applicable deducting the corresponding estimated GFA for the relevant part of the Principal Lot used for part A, namely:

Principal Lot	Components	Estimated GFA for Part A
Residential Precinct	Lot 801 on SP 172618	11,448*
	Lot 812 on SP 172649 (Building 2)	7,997
	Lot 814 on SP 172649 (Building 4)	16,196
	Lot 815 on SP 172649 (Building 5)	1,316
		36,957

Principal Lot	Components	Estimated GFA for Part A
Retail Lot	(a) Lot 903 on SP 169072 (Lots 601, 602 and 603 in the Retail Scheme)	8,358*
	(b) Proposed Lots 604 and 605 on SP 213403 – B4 retail	1,455
	(c) Lot 919 on SP 236574	810
	(d) Proposed Building 2 Retail (to issue from Lot 812 on SP 172649)	150
	(e) Proposed Building 5 Retail (to issue from Lot 815 on SP 172649)	89
		10,862

* Constructed as part of stage 1 and not subject to adjustment

Title Reference 50824237, 50804272, 50793521, 50834977, 50839220, 50641515 to 50641527, 50641534 to 50641537, 50641569 to 50641603, 50710324, 50641606 to 50641664, 50648148, ~~50648150 to 50648152~~, 50648161 to 50648224, 50875217, 50875218, 50875219, 50875220, 50875212 and 50875213

Example 1

A new building is constructed on part of the Future Development Land and is incorporated into the Complex. The building contains a ground floor retail area of 500m² which becomes a lot in the Retail Scheme and a residential component of 10,000m² which becomes a subsidiary scheme in the Residential Precinct. Assuming no other changes have been made under part B, the GFA Proportions are recalculated as follows:

Residential Precinct $11,448 + 7,997 + 16,196 + 1,316 + 10,000 = 46,957$

Retail Lot $8,358 + 1,455 + 810 + 150 + 89 + 500 = 11,362$

Terminal Lot 1,021

Lot 902 on SP 169072 (Building 8) 7,318

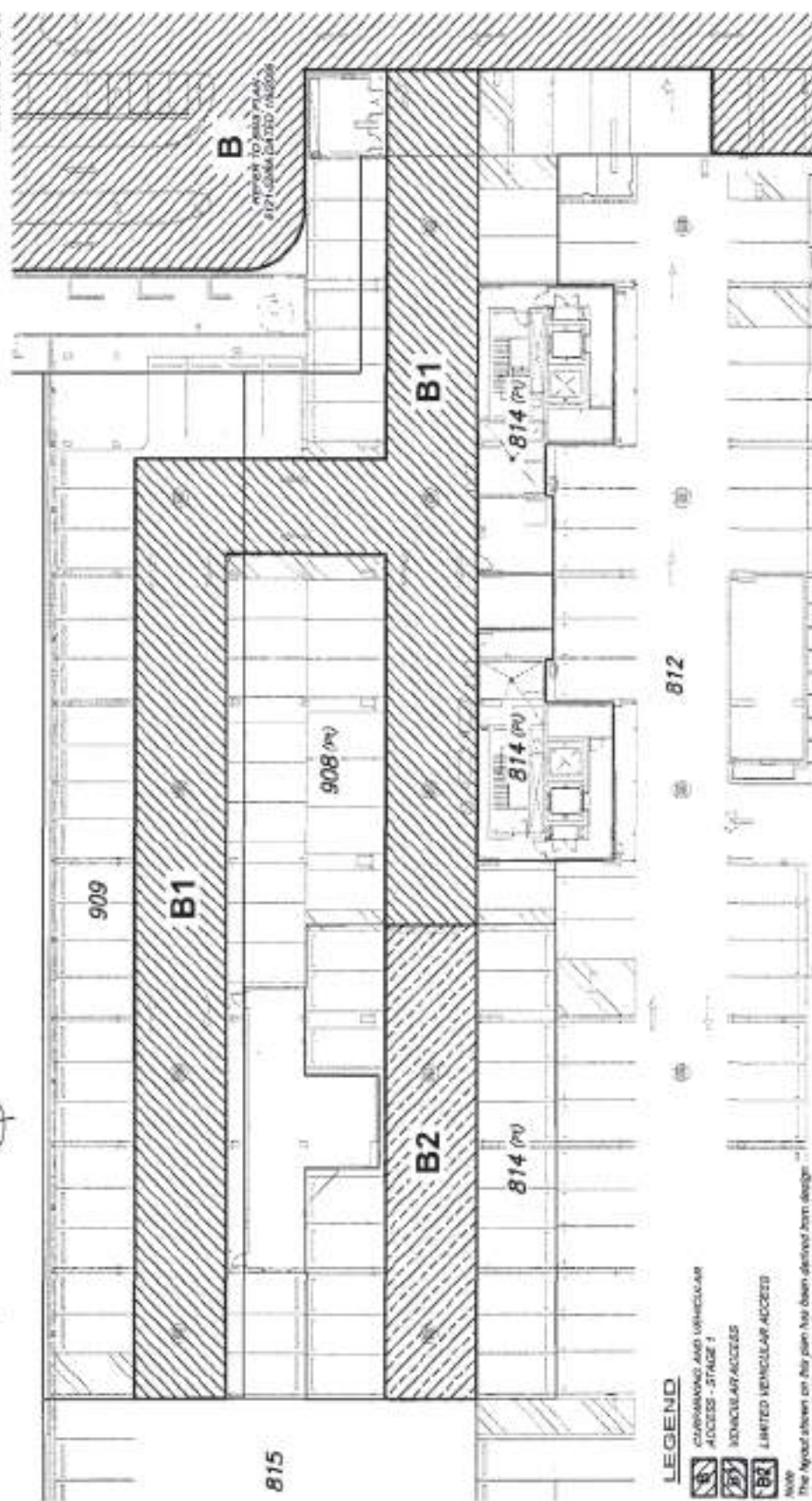
Lot 905 on SP 169072 (Building 3) 377

Lot 901 on SP 169072 (Building 6) 6,686

Example 2

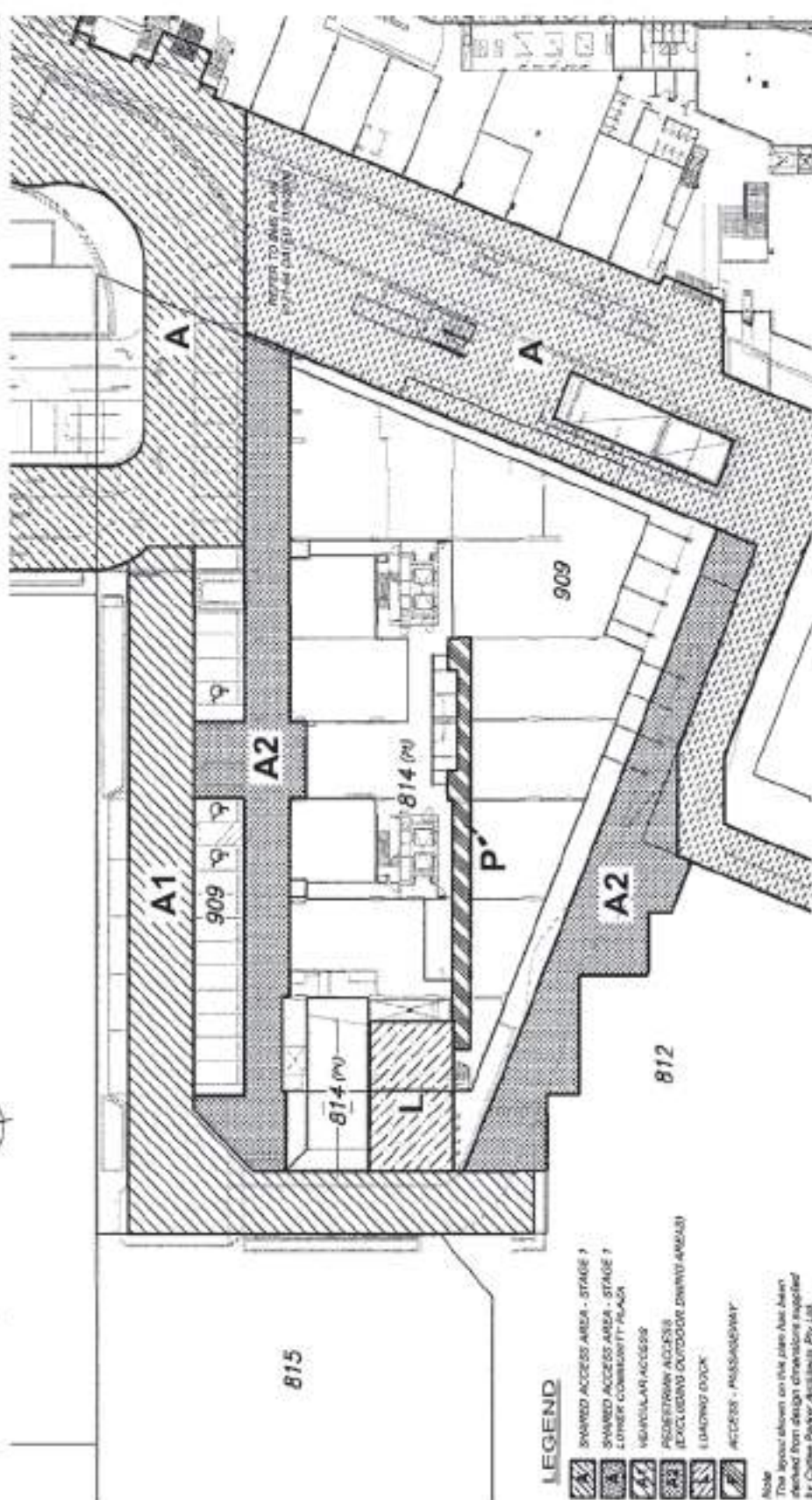
A new building is built partly within Lot 901 on SP169072 and partly on the Future Development Land. Lot 901 is amalgamated with part of the Future Development Land to create a new lot (Lot 1001). Lot 1001 is not part of the Residential Precinct or the Retail Scheme. The GFA of the part of the building constructed within Lot 1001 is 8,000m².

Lot 1001 is a new Principal Lot in the Complex and has a GFA Proportion of 8,000. Lot 901 no longer exists and its GFA Proportion of 6,686 is no longer applicable.



BASEMENT LEVEL 1
BMS PLAN - CARPARK
PORTSIDE WHARF - HAMILTON

RPS



LEGEND

- SHARED ACCESS AREA - STAGE 1
- SHARED ACCESS AREA - STAGE 2
- LOWER COMMUNITY PLAZA
- NEIGHBORLY ACCESS
- PEDESTRIAN ACCESS (EXCLUDING OUTDOOR DINING AREAS)
- LOADING DOCK
- ACCESS - MESSAGEWAY

NOTE
The layout shown on this plan has been
derived from design dimensions supplied
by Corbin Parker Architects Pty Ltd

RPS

SCALE 1 : 400 @ A3



DATE: 18 FEB 2012 DWG NAME: 612-4865 DWG # 612-11823A

**PODIUM LEVEL
BMS PLAN - SHARED AREAS - STAGE 2
PORTSIDE WHARF - HAMILTON**

MINUTES OF VOTING ON MOTIONS OUTSIDE COMMITTEE MEETING BY THE COMMITTEE OF THE BODY CORPORATE FOR FLARE AT PORTSIDE CTS 36243 HELD PURSUANT TO THE BODY CORPORATE AND COMMUNITY MANAGEMENT (ACCOMMODATION MODULE) REGULATION 2008, SECTION 54 (1) TO (6).

NOTICE OF MOTION:

Sent to the following Members of Committee on 16 April 2012:

Philip Geoffrey Webster
Ian Robert Berghofer
Tom Westhead
Lorraine Antonia McQueen
Edward Duncan Stewart
Olga Hilton

ADVICE OF MOTION:

Sent to all Owners on the 16 April 2012.

VOTING DETAILS:

<u>MEMBER OF COMMITTEE</u>	<u>DATE OF VOTE</u>	<u>DATE VOTE RECEIVED BY BODY CORPORATE MANAGER</u>
Philip Geoffrey Webster	17/04/12	17/04/12 (In Person)
Ian Robert Berghofer	17/04/12	17/04/12 (In Person)
Tom Westhead	17/04/12	17/04/12 (In Person)
Lorraine Antonia McQueen	17/04/12	17/04/12 (In Person)

MOTION 1 PARTIAL EXTINGUISHMENT OF THE PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 17 April 2012, that the Body Corporate for Flare at Portside CTS 36243 consent to the partial extinguishment of the Portside Wharf Building Management Statement as detailed in the Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 4 NO: NIL ABSTAIN: NIL

MOTION 2 PARTIAL EXTINGUISHMENT OF THE MIXED USE PRECINCT BUILDING MANAGEMENT STATEMENT

Resolved on 17 April 2012, that the Body Corporate for Flare at Portside CTS 36243 consent to the partial extinguishment of the Mixed Use Precinct Building Management Statement as detailed in Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 4 NO: NIL ABSTAIN: NIL

MOTION 3 AMENDMENTS TO PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 17 April 2012, that the Body Corporate's Building Management Group Representative sign and endorse the attached amendment to the Portside Wharf Building Management Statement as detailed in the Form 13 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 13 on behalf of the Body Corporate.

VOTE: YES: 4 NO: NIL ABSTAIN: NIL



SECRETARY:

Ian Robert Berghofer

CONTACT ADDRESS:

The Secretary
The Body Corporate for Flare At Portside CTS 36243
C/- Ernst Body Corporate Management Pty Ltd
PO Box 786
Fortitude Valley Qld 4006



I hereby certify that this is a true and correct copy of the original document.

MINUTES OF VOTING ON MOTIONS OUTSIDE COMMITTEE MEETING BY THE COMMITTEE OF THE BODY CORPORATE FOR INFINITY AT PORTSIDE CTS 36408 HELD PURSUANT TO THE BODY CORPORATE AND COMMUNITY MANAGEMENT (STANDARD MODULE) REGULATION 2008, SECTION 54 (1) TO (6).

NOTICE OF MOTION:

Sent to the following Members of Committee on 16 April 2012:

Rudolph Carl Wassman
Richard John Williams
Denis Byrnes
Robert Ronald Adam
Leon Jacob Kapamadjian
Lee Clark
Caroline Mercer

ADVICE OF MOTION:

Sent to all Owners on the 16 April 2012.

VOTING DETAILS:

<u>MEMBER OF COMMITTEE</u>	<u>DATE OF VOTE</u>	<u>DATE VOTE RECEIVED BY BODY CORPORATE MANAGER</u>
Rudolph Carl Wassman	18/04/12	19/04/12
Robert Ronald Adam	18/04/12	19/04/12
Lee Clark	18/04/12	19/04/12
Caroline Mercer	18/04/12	19/04/12
Richard John Williams	19/04/12	19/04/12
Denis Byrnes	19/04/12	19/04/12
Leon Jacob Kapamadjian	19/04/12	19/04/12

MOTION 1 PARTIAL EXTINGUISHMENT OF THE PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 19 April 2012, that the Body Corporate for Infinity at Portside CTS 36408 consent to the partial extinguishment of the Portside Wharf Building Management Statement as detailed in the Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 7 NO: NIL ABSTAIN: NIL

MOTION 2 PARTIAL EXTINGUISHMENT OF THE MIXED USE PRECINCT BUILDING MANAGEMENT STATEMENT

Resolved on 19 April 2012, that the Body Corporate for Infinity at Portside CTS 36408 consent to the partial extinguishment of the Mixed Use Precinct Building Management Statement as detailed in Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 7 NO: NIL ABSTAIN: NIL



MOTION 3 AMENDMENTS TO PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 19 April 2012, that the Body Corporate's Building Management Group Representative sign and endorse the attached amendment to the Portside Wharf Building Management Statement as detailed in the Form 13 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 13 on behalf of the Body Corporate.

VOTE: YES: 6 NO: 1 ABSTAIN: NIL

SECRETARY: Richard John Williams

CONTACT ADDRESS: The Secretary
The Body Corporate for Infinity At Portside CTS 36408
C/- Ernst Body Corporate Management Pty Ltd
PO Box 786
Fortitude Valley Qld 4006



I hereby certify that this is a true and correct copy of the original document.

MINUTES OF VOTING ON MOTIONS OUTSIDE COMMITTEE MEETING BY THE COMMITTEE OF THE BODY CORPORATE FOR LOFT AT PORTSIDE CTS 36241 HELD PURSUANT TO THE BODY CORPORATE AND COMMUNITY MANAGEMENT (STANDARD MODULE) REGULATION 2008, SECTION 54 (1) TO (6).

NOTICE OF MOTION:

Sent to the following Members of Committee on 16 April 2012:

Michael John Mclean
Raymond Neville Reimer
Janys Mclean

ADVICE OF MOTION:

Sent to all Owners on the 16 April 2012.

VOTING DETAILS:

MEMBER OF COMMITTEE	DATE OF VOTE	DATE VOTE RECEIVED BY BODY CORPORATE MANAGER
Raymond Neville Reimer	16/04/12	16/04/12
Michael John Mclean	18/04/12	18/04/12

MOTION 1 PARTIAL EXTINGUISHMENT OF THE PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 18 April 2012, that the Body Corporate for Loft at Portside CTS 36241 consent to the partial extinguishment of the Portside Wharf Building Management Statement as detailed in the Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 2 NO: NIL ABSTAIN: NIL

MOTION 2 PARTIAL EXTINGUISHMENT OF THE MIXED USE PRECINCT BUILDING MANAGEMENT STATEMENT

Resolved on 18 April 2012, that the Body Corporate for Loft at Portside CTS 36241 consent to the partial extinguishment of the Mixed Use Precinct Building Management Statement as detailed in Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 2 NO: NIL ABSTAIN: NIL

MOTION 3 AMENDMENTS TO PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 18 April 2012, that the Body Corporate's Building Management Group Representative sign and endorse the attached amendment to the Portside Wharf Building Management Statement as detailed in the Form 13 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 13 on behalf of the Body Corporate.

VOTE: YES: 2 NO: NIL ABSTAIN: NIL

CR: LOFT AT PORTSIDE 180412 V MIN



I hereby certify that this is a true and correct copy of the original document.
Page 4

SECRETARY:

Raymond Neville Reimer

CONTACT ADDRESS:

The Secretary
The Body Corporate for Loft At Portside CTS 36241
C/- Ernst Body Corporate Management Pty Ltd
PO Box 786
Fortitude Valley Qld 4006



CR: LOFT AT PORTSIDE 180412 V MIN

hereby certify that this is a true and correct copy of the original document.

Page 2

MINUTES OF VOTING ON MOTIONS OUTSIDE COMMITTEE MEETING BY THE COMMITTEE OF THE BODY CORPORATE FOR PORTSIDE WHARF COMMERCIAL CTS 36242 HELD PURSUANT TO THE BODY CORPORATE AND COMMUNITY MANAGEMENT (COMMERCIAL MODULE) REGULATION 2008, SECTION 28 (1) TO (6).

NOTICE OF MOTION:

Sent to the following Members of Committee on 16 April 2012:

Lee Butterworth
Terry Woodfield

ADVICE OF MOTION:

Sent to all Owners on the 16 April 2012.

VOTING DETAILS:

<u>MEMBER OF COMMITTEE</u>	<u>DATE OF VOTE</u>	<u>DATE VOTE RECEIVED BY BODY CORPORATE MANAGER</u>
Lee Butterworth	16/04/12	16/04/12 (Via Phone)
Terry Woodfield	16/04/12	16/04/12 (Via Phone)

MOTION 1 PARTIAL EXTINGUISHMENT OF THE PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 16 April 2012, that the Body Corporate for Portside Wharf Commercial CTS 36242 consent to the partial extinguishment of the Portside Wharf Building Management Statement as detailed in the Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 2 NO: NIL ABSTAIN: NIL

MOTION 2 PARTIAL EXTINGUISHMENT OF THE MIXED USE PRECINCT BUILDING MANAGEMENT STATEMENT

Resolved on 16 April 2012, that the Body Corporate for Portside Wharf Commercial CTS 36242 consent to the partial extinguishment of the Mixed Use Precinct Building Management Statement as detailed in Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 2 NO: NIL ABSTAIN: NIL

MOTION 3 AMENDMENTS TO PORTSIDE WHARF BUILDING MANAGEMENT STATEMENT

Resolved on 16 April 2012, that the Body Corporate's Building Management Group Representative sign and endorse the attached amendment to the Portside Wharf Building Management Statement as detailed in the Form 13 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 13 on behalf of the Body Corporate.

VOTE: YES: 2 NO: NIL ABSTAIN: NIL

CR: PORTSIDE WHARF COMMERCIAL 160412 V MIN



hereby certify that this is a true and correct copy of the original document.

SECRETARY:

Lee Butterworth

CONTACT ADDRESS:

The Secretary
The Body Corporate for Portside Wharf Commercial CTS
36242
C/- Ernst Body Corporate Management Pty Ltd
PO Box 786
Fortitude Valley Qld 4006



I hereby certify that this is a true and correct copy of the original document.

MINUTES OF VOTING ON MOTIONS OUTSIDE COMMITTEE MEETING BY THE
COMMITTEE OF THE BODY CORPORATE FOR PORTSIDE WHARF PRINCIPAL CTS 36407
HELD PURSUANT TO THE BODY CORPORATE AND COMMUNITY MANAGEMENT
(STANDARD MODULE) REGULATION 2008, SECTION 54 (1) TO (6).

NOTICE OF MOTION:

Sent to the following Members of Committee on 16 April 2012:

Rudolph Carl Wassman
Lee Butterworth
Terry Woodfield

ADVICE OF MOTION:

Sent to all Owners on the 16 April 2012.

VOTING DETAILS:

<u>MEMBER OF COMMITTEE</u>	<u>DATE OF VOTE</u>	<u>DATE VOTE RECEIVED BY BODY CORPORATE MANAGER</u>
Lee Butterworth	16/04/12	16/04/12
Terry Woodfield	16/04/12	16/04/12
Rudolph Carl Wassman	18/04/12	19/04/12

MOTION 1 PARTIAL EXTINGUISHMENT OF THE PORTSIDE WHARF BUILDING
MANAGEMENT STATEMENT

Resolved on 19 April 2012, that the Body Corporate for Portside Wharf Principal CTS 36407 consent to the partial extinguishment of the Portside Wharf Building Management Statement as detailed in the Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 3 NO: NIL ABSTAIN: NIL

MOTION 2 PARTIAL EXTINGUISHMENT OF THE MIXED USE PRECINCT BUILDING
MANAGEMENT STATEMENT

Resolved on 19 April 2012, that the Body Corporate for Portside Wharf Principal CTS 36407 consent to the partial extinguishment of the Mixed Use Precinct Building Management Statement as detailed in Form 34 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 34 on behalf of the Body Corporate.

VOTE: YES: 3 NO: NIL ABSTAIN: NIL

MOTION 3 AMENDMENTS TO PORTSIDE WHARF BUILDING MANAGEMENT
STATEMENT

Resolved on 19 April 2012, that the Body Corporate's Building Management Group Representative sign and endorse the attached amendment to the Portside Wharf Building Management Statement as detailed in the Form 13 circulated to the Committee and that the Body Corporate's Building Management Group Representative be authorised to sign and endorse the Form 13 on behalf of the Body Corporate.

VOTE: YES: 3 NO: NIL ABSTAIN: NIL



hereby certify that this is a true and
correct copy of the original document.

SECRETARY:

Lee Butterworth

CONTACT ADDRESS:

The Secretary
The Body Corporate for Portside Wharf Principal CTS
36407
C/- Ernst Body Corporate Management Pty Ltd
PO Box 786
Fortitude Valley Qld 4006



I hereby certify that this is a true and
correct copy of the original document.

QUEENSLAND LAND REGISTRY
Land Title Act 1994

BUILDING MANAGEMENT STATEMENT

Form 32 Version 2
Page 1 of 62



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BE 450

Lodger (Name, address & phone number)

Lodger
Code

GADENS LAWYERS
240 Queen Street
BRISBANE QLD 4000
Tel: 3231 1666

360

Ref: MJR:2003598

1. Registered Owners

State of Queensland (represented by the Coordinator-General) (parcels 1,2 and 3), State of Queensland (represented by the Department of Primary Industries and Fisheries) (parcel 5) and Theodore David Catsoulis and Maree Catsoulis (parcel 4)

2. Lot on Plan Description of affected land	County	Parish	Title Reference
(1) Lot 901 to 905 on SP 169072	Stanley	Toombul	To 15505 50426745
(2) Lot 907 on SP 169072	Stanley	Toombul	h
(3) Lot 898 on SP 169071	Stanley	Toombul	h
(4) Lot 631 on CP SL801514	Stanley	Toombul	18014121
(5) Lot 596 on CP SL6381	Stanley	Toombul	50542845

3. Execution

The registered owners of the lots referred to in item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in -

* the attached schedule

* the attached schedule and document no.

* document no.

* delete inappropriate words

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

Execution Date

Signature of Registered Owner

SEE ENLARGED PANEL

..... signature / /

..... full name

..... qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer

Execution Date

Signature of Registered Owner

SEE ENLARGED PANEL

..... signature / /

..... full name

..... qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

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3. Execution

The registered owners of the lots referred to in item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in -

* the attached schedule

* the attached schedule and document no.

* document no.

* delete inappropriate words

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

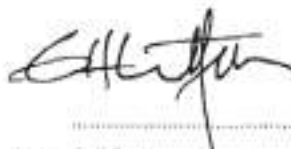
Witnessing Officer

Execution Date

Signature of Registered Owner

 signature 23/08/06
DAVID J. SELTH full name
JP 9381 qualification

Signed by the State of Queensland represented by
the Coordinator General via Gavin Liffin, Assistant
Coordinator General under delegated authority



(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer

Execution Date

Signature of Registered Owner

 signature 22/9/06
Gavin Liffin full name
JP (R.A.) 942 qualification

Signed by the State of Queensland represented
by the Department of Primary Industries and
Fisheries by JIM VARGHESE
DIRECTOR GENERAL, DEPT PRIMARY
INDUSTRIES AND FISHERIES



(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer

Execution Date

Signature of Registered Owner

 signature 2/11/06
CONSTANTINE GEORGE CASTROS full name
Solicitor qualification


Theodore David Catsoulis


Maree Catsoulis

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

MIXED USE PRECINCT BMS

1. DEFINITIONS AND INTERPRETATION

1.1. Application of this BMS

This BMS applies to all Lots in the Mixed Use Precinct, which, at the date of registration of this BMS are:

- the Terminal Lot;
- the Retail Lot;
- Building 3 (*Loft at Portside*);
- Building 6; and
- Building 8 (*Flare at Portside*).

(the "Principal Lots").

1.2. Explanation of the Effect of Reconfiguration

If any Lot is reconfigured in whole or in part:

- (a) the benefit of all rights created by this BMS will be annexed to and run with any new Lots created; and
- (b) the burden of the obligations created in this BMS continue to charge any new Lots created.

If a Principal Lot is reconfigured to create a community titles scheme, the body corporate for the scheme is generally still regarded as the Owner of the Principal Lot for the purposes of this BMS but the Scheme Lots have the benefit of and are burdened by this BMS.

1.3. Dictionary

The following words have the meanings opposite them when used in this BMS unless the context indicates otherwise:

BCT means the Brisbane Cruise Terminal to be operated at the Complex comprising the Terminal Lot, the Wharf and all other parts of the Complex used by the operator in connection with the operation of the port facility and terminal;

Benefited Lot means a Lot that benefits from a Shared Facility, as provided for in Annexure A;

BMS means this Building Management Statement including any annexure, plan or other thing attached to it;

Building 3 means Lot 905 on SP 169072 comprising the Building known as *Loft at Portside*;

Building 6 means Lot 901 on SP 169072 and any additional part of the Future Development Land which is amalgamated with that Lot, as modified by any minor boundary adjustments made under clause 11.7;

Building 8 means Lot 902 on SP 169072 comprising the building known as *Flare at Portside*;

Business Day means a day on which banks are open for business in Brisbane;

Completion Date, in relation to the development of each part of the Future Development Land, means the date of issue of a certificate of classification for the development;

Complex means the "Portside Wharf" complex of which the Mixed Use Precinct forms part.

Cruise Ship Periods means each period commencing two hours prior to the berthing of a vessel at the Wharf until two hours after the departure of the vessel as notified to the Management Group by the BCT operator from

Title Reference 50542845 etc

time to time in accordance with clause 7.3 of the Portside Wharf BMS or any additional periods required in accordance with clause 7.1 of the Portside Wharf BMS.

Dispute Notice means a notice given under clause 10.2;

Expert means the person appointed to determine a dispute under clause 8.12;

Future Development Land means the land in item 2 described as Lot 631 on CP SL801514, Lot 596 on CP SL6381 and Lot 898 on SP169071;

GFA means the total area of all floor levels in the building on the site to which the development relates, measured to the inside of the external walls, including:

- (a) all internal walls, windows, columns and elevator shafts;
- (b) all internal and external stairs, landings, ramps, escalators or other means of access between levels,

but excluding the area of:

- (c) any lift plant, motor room or air conditioning or other mechanical/electrical plant and equipment room;
- (d) any private balcony, where not used as a restaurant, shop, club, hotel or nightclub, whether roofed or not. A balcony includes any outdoor space in or on the building that is a projection from a building, whether or not it is cantilevered or supported partially by posts, braces or columns;
- (e) any roof deck, where not used as a restaurant, shop, club, hotel or nightclub. A roof deck includes any outdoor space in or on the building that is situated wholly or immediately above an enclosed storey or a storey used for carparking;
- (f) any lobby at ground storey level;
- (g) all rooms on the ground storey of a residential development associated with landscape and recreation where the total area of these rooms is no more than 5% of the site's total landscape and recreation area;
- (h) areas used or intended for storage associated with a residential use where on an enclosed level on which carparking is also provided for that residential use no part of which is more than 1m above ground;
- (i) areas used or intended for the parking of motor vehicles, where the parking is incidental to, and necessarily associated with, the use of some premises;

GFA Proportion means, for each Principal Lot, the proportion specified in or determined in accordance with Annexure B;

Improvement means any type of improvement or addition to a Lot, whether structural or not;

Lot means a registered lot within the Mixed Use Precinct and includes the common property for any community titles scheme within the Mixed Use Precinct;

Manager means a person appointed from time to time by the MUPMG as secretary/manager to carry out the functions allocated by the MUPMG;

Mixed Use Precinct means:

Title Reference 50542845 etc

- (a) initially the Retail Lot, Terminal Lot, Building 3, Building 6 and Building 8;
- (b) all Future Development Land which the owner of the Future Development Land elects to incorporate into the Mixed Use Precinct in accordance with clause 11,

and all buildings and other Improvements built on or within that land;

MUPMG means the "Mixed Use Precinct Management Group" established under clause 8.1;

Owner means the owner of a Lot from time to time. For a Principal Lot which is reconfigured to create a community titles scheme, the body corporate for that scheme is treated as the Owner of Principal Lot for the purpose of this BMS;

Portside Wharf BMS means the building management statement applying to all Lots in the Complex;

Portside Wharf Management Group means the management group for the Complex established under the Portside Wharf BMS;

Principal Lot means:

- (a) each Lot referred to in clause 1.1; and
- (b) each other Lot within the Mixed Use Precinct from time to time which is:
 - (i) not a lot in a community titles scheme; or
 - (ii) the scheme land for a basic community titles scheme;

but for the avoidance of doubt, excludes any Lot which is the scheme land for a subsidiary scheme or a lot within a scheme;

Representative means the person nominated from time to time as the representative of the Owner of a Lot on the MUPMG;

Residential Precinct has the meaning given in the Portside Wharf BMS;

Retail Lot means Lots 903 and 907 on SP 169072 which are intended to form part of the scheme land for the proposed Portside Wharf Retail community titles scheme and all additional land incorporated into the scheme;

Scheme Lot means a lot or common property in a community titles scheme within the Mixed Use Precinct;

Services means hot and cold water reticulation or supply, gas reticulation or supply, electricity supply, air conditioning, telephone services and other communication systems, computer, data or television services (by satellite or otherwise), sewerage systems, drainage systems, systems for the removal or disposal of garbage or waste, security systems, exterior building cleaning systems, exhaust systems, emergency and fire control systems, grease trap services or facilities and any other system or service designed to improve the safety, security or amenity or enhance the enjoyment of the Lots in the Mixed Use Precinct and the Wharf and vessels berthed at the Wharf.

Shared Facility means the shared access, Services, communal facilities, machinery, equipment and other things in the Mixed Use Precinct which are for the use of the Owners and occupiers within two or more Lots. The term

Title Reference 50542845 etc

includes the facilities listed in Annexure A (as varied in accordance with clause 11.10) and any additional Shared Facilities added by the MUPMG under clause 5.6;

Shared Cost means the cost of operating and the Upkeep of a Shared Facility;

Terminal Lot means Lot 904 on SP 169072;

Unanimous Resolution means a resolution which all Representatives of the MUPMG (other than any Representative not entitled to vote on the particular motion under this BMS) vote in favour of;

Upkeep includes maintaining, inspecting, repairing, replacing, altering and renewing (and to avoid doubt, includes repairs and replacements of a capital nature);

Utility Infrastructure means cables, wires, pipes, sewers, drains, ducts, conduits, laser and optical fibres and electronic data or impulse communication, transmission or reception systems, hoists, hooks and any other equipment or means by which Lots, the Wharf and vessels berthed at the Wharf, are supplied with Services;

Wharf means the wharf adjoining the Complex on land described as Lot 817 on Plan SL3772.

1.4. Interpretation

In this BMS:

- (a) headings are for convenience and do not affect the interpretation of this BMS;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes all genders;
- (d) a reference to a statute, regulation, proclamation, ordinance or by-law includes all variations, consolidations or replacements of them;
- (e) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association, board or body to serve substantially the same purpose;
- (f) a reference to an annexure means an annexure to this BMS; and
- (g) a reference in Part B of Annexure A to an area (eg Area D) is a reference to the shared area of that description in the first column in Part A of the Annexure.

2. SUPPORT AND SHELTER

2.1. Right to support, shelter and protection

Each Owner grants to all other Owners:

- (a) a right of adjacent and lateral support and protection from the Owner's Lot including any party walls or structures for the purpose of supporting, upholding and maintaining an Owner's Lot; and
- (b) a right of shelter and protection from the Owner's Lot for the purpose of giving shelter and protection to an Owner's Lot.

Title Reference 50542845 etc

2.2. No interference

Owners and others bound by this BMS:

- (a) must not interfere with the rights of support and shelter created by this BMS; and
- (b) must ensure that the rights of support and shelter created by this BMS are protected at all times.

2.3. Minor Encroachments

Each Owner consents to any minor projections or encroachments from a Lot over the boundary of another Lot so long as the projections do not unreasonably interfere with the use of the Lot which is subject to the projection or encroachment.

2.4. Access for Upkeep

Each Owner grants to the other Owners the right for the Owner and consultants and contractors appointed by the Owner to enter onto the Owner's Lot with equipment, materials and supplies for the Upkeep of any part of the Owner's Lot including minor projections from a Lot over the boundary of another Lot and any party walls or structures supporting, upholding, sheltering or maintaining part of the building in an Owner's Lot or otherwise to remedy any failure to maintain the rights of support and shelter granted by this BMS subject to the following:

- (a) the right of entry may only be exercised at reasonable times and upon reasonable written notice (except in an emergency); and
- (b) the person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the other Owner's Lot.

3. ACCESS

3.1. Access to Lots

Each Owner of an area specified in column 1 of Part A of Annexure A (and identified on the attached plans) grants the Owners of the Benefited Lots in column 3 for themselves, the occupiers of the Benefited Lots and their invitees, the rights specified in column 4, subject to the conditions (if any) in column 5.

3.2. No interference

Subject to clause 6, Owners and others bound by this BMS must not unreasonably interfere with, restrict or impede any right of access created by this BMS.

3.3. Emergency Access

In an emergency, each Owner grants to the other Owners (and all persons in any Lot) the right to pass through, over and along their respective Lots.

3.4. Rules relating to use of shared roadways and shared parking areas

The following rules apply to the use of shared roadways and shared carparking areas within the Mixed Use Precinct:

Title Reference 50542845 etc

- (a) An Owner (including the owners of Scheme Lots) or occupier or those authorised by them must not impede traffic and must not park any portion of a vehicle in a vehicular access area other than in nominated parking areas.
- (b) Vehicles may only be driven by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (c) All drivers must comply with traffic signs.
- (d) The maximum speed limit is 10kph.

The Owner of a shared roadway or shared carparking area may install traffic signs and make additional rules for the safe use of those areas provided they do not substantially diminish the rights granted by this BMS.

4. SUPPLY OF SERVICES

4.1. Supply of Services

Each Owner grants to the other Owners the right for the free and uninterrupted supply of Services to and from each other Owners' Lot and to and from the Wharf through, over and along the Utility Infrastructure in each Lot.

4.2. No Interference

Owners and others bound by this BMS must not interfere with the Utility Infrastructure or the supply of Services.

4.3. Access for connection, upkeep and repair

Each Owner grants the other Owners the right for the Owner and consultants and contractors appointed by the Owner to enter onto the Owner's Lot with equipment, materials and supplies:

- (a) for Upkeep of the Utility Infrastructure; and
- (b) to access any plant room or service room relating to the Utility Infrastructure; and
- (c) in the case of a Lot which is undeveloped at the date of this BMS, to connect to the Utility Infrastructure;

including all ancillary rights reasonably required for that purpose (for example, the right to install construction fencing and hoardings as required to comply with the laws about construction safety) subject to the following:

- (d) the right of entry may only be exercised at reasonable times and, where access is required over an area which is not freely accessible to members of the public, upon reasonable written notice (except in an emergency); and
- (e) the person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the other Owner's Lot.

4.4. Changing Utility Infrastructure

An Owner may only relocate Utility Infrastructure within an Owner's Lot subject to the following conditions:

- (a) the Owner must first obtain the written consent of the MUPMG (which must not unreasonably withhold or delay giving consent); and

Title Reference 50542845 etc

- (h) the exercise by an Owner of rights under this clause must not unreasonably interfere with the use or enjoyment of the Services by another Owner or an Occupier of a Lot.

4.5. Shared Utility Infrastructure and Services

The Owners of the Benefited Lots in row 1 of each table in Part B of Annexure A have the right to the shared use of the Utility Infrastructure and the Services specified in the table on the conditions (if any) set out in the table.

4.6. Metering

The Owners must, at their cost, install any appropriate metering (or similar equipment) to record the supply of Services to their respective Lots.

5. UPKEEP AND OPERATION OF SHARED ACCESS AND SERVICES

5.1. Owner responsible for Upkeep

The Owner specified in Part A or Part B of Annexure A (as the case may be) is responsible for the operation and Upkeep of each Shared Facility.

5.2. Required Standard of Upkeep

Where an Owner has a responsibility for the operation and Upkeep of a Shared Facility, the Owner must:

- (a) carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the Complex;
- (b) only engage reputable and suitably qualified contractors to enable it to fulfill its responsibilities;
- (c) have available for inspection by any Owner of a Benefited Lot in respect of the relevant Shared Facility, at reasonable times and on reasonable notice, any records or other things relevant to the performance of its responsibilities.

5.3. No interference during upkeep and repair

An Owner effecting Upkeep of a Shared Facility must do so expeditiously so as to, as far as practicable, minimise interference with the use and enjoyment of the Shared Facility.

5.4. Shared Costs

- (a) The Owner of each Benefited Lot must contribute to the Shared Costs incurred by the Owner responsible for the operation and Upkeep of each Shared Facility in the relevant proportions specified in Parts A and B of Annexure A.
- (b) Except where the MUPMG has resolved to issue contribution notices for the Shared Costs to Owners under clause 8.13, the Owner of a Benefited Lot must pay its proportion of the Shared Costs within 14 days of request by the Owner who incurs, or is liable for, the Shared Costs. The request must be accompanied by reasonable details of the calculation of the costs, including any appropriate invoices.
- (c) Where any capital improvement (other than Upkeep) is made to a Shared Facility which does not benefit a particular Lot (even if the Lot Owner or occupier has the right to use the Shared Facility), the relevant Lot Owner is not required to contribute to any Shared Costs relating to that improvement.

Title Reference 50542845 etc

- (d) If there is any dispute about whether any capital improvement (other than Upkeep) is of benefit to a Lot Owner and occupier (and persons authorised by them), any Owner may refer it for determination under clause 10 (Dispute Resolution).
- (e) For the avoidance of doubt, if a Shared Facility has not been constructed at the date of this BMS, the Shared Costs are not payable until the Shared Facility has been installed or built and is operational.
- (f) For the avoidance of doubt, capital expenditure other than Upkeep costs would be regarded as a new Shared Facility and would be required to be dealt with under clause 5.6.

5.5. Redundant Shared Facility

If a Shared Facility becomes redundant the MUPMG may:

- (a) remove it or close it off; and
- (b) make good that part of the Mixed Use Precinct where it is located.

A redundant Shared Facility may only be removed or closed off with the consent of the Owners having the use of it but those Owners must not unreasonably withhold consent.

5.6. Amending Shared Facilities and Shared Costs

- (a) The MUPMG may, from time to time, resolve by Unanimous Resolution to create additional Shared Facilities in the Mixed Use Precinct. If it does so, the MUPMG must prepare a schedule of additional Shared Facilities and a cost sharing schedule for the additional Shared Facilities and provide a copy of it to Owners.
- (b) A member may request in writing that the MUPMG agree to change:
 - (i) the Shared Facilities; and
 - (ii) the Shared Costs, and, in particular, the proportion paid by an Owner.
- (c) If the MUPMG agrees by Unanimous Resolution to any request in (b), it will be effective from the date decided by the MUPMG. A copy of the Unanimous Resolution must be held with the other records kept by the MUPMG.
- (d) Despite anything else in this BMS, where an Owner does not contribute to Shared Cost for a Shared Facility, unless the Shared Facility is located on the Owner's Lot, the Owner is not entitled to vote on any change related to the relevant Shared Cost or Shared Facility.
- (e) An Owner who is dissatisfied with the decision of the MUPMG following a request under (b), may refer the matter for determination under clause 9 (Dispute Resolution).

Title Reference 50542845 etc

6. TERMINAL OPERATIONS

The use of the Complex is subject to the requirements of clause 7 of the Portside Wharf BMS which provides as follows:

7.1 Operational Requirements

Portside Wharf is an International Ships and Port Security Code compliant facility and is required to operate at the security level set by the Port of Brisbane Security Coordinator. All Owners, occupiers and their invitees within the Complex must, to the extent they are applicable, comply with:

- (a) all laws, regulations the use and operation of port facilities including:
 - (i) the *Maritime Transport Security Act 2003* (Cth) and the *Maritime Security Transport Regulation 2003* (Cth);
 - (ii) the *Transport Operations (Marine) Safety Act 1994* (Qld);
 - (iii) the *Quarantine Act 1901* (Cth);
 - (iv) the *Customs Act 1901* (Cth);
- (b) all regulations, codes, plans by-laws, manuals and rules applicable to or adopted by the operator of the BCT (as amended from time to time) including:
 - (i) the International Ships and Port Security Code;
 - (ii) the Port Facility Security Plan;
 - (iii) the Port of Brisbane Port Procedures Manual;
 - (iv) the Portside Wharf Operations Manual; and
- (c) the lawful directions of all persons in connection with the operation of the BCT including the Port Facility Security Officer, security staff and customs officials.

Nothing in this clause 7.1 will make the Owner or operator of the BCT liable to any other Owner for non-compliance with or any failure to enforce the requirements in this clause 7.1

7.2 Restricted Access during Cruise Ship Periods

- (a) Without limiting clause 7.1 the Owner of the BCT is entitled to close off and secure the Restricted Area during Cruise Ship Periods.
- (b) The Owners and occupiers of Lots in Portside Wharf and others bound by this BMS other than the operator of the BCT must not enter the Restricted Area during Cruise Ship Periods.

7.3 Notification of Cruise Ship Periods

The BCT operator:

Title Reference 50542845 etc

- (a) must, by the 14th day of each month, give the Management Group a program of anticipated Cruise Ship Periods for the following month; and
- (b) may change the program by giving written notice to the Management Group but must (except where impractical due to circumstances not anticipated by the BCT operator) give notice for a change at least seven days before the commencement of the relevant Cruise Ship Period.

7.4 Signage

The BCT operator may place reasonable directional signage in and around the Complex.

7.5 Owners not to interfere

Owners and others bound by this BMS may not attempt to interfere with the operations of the BCT as contemplated by this clause.

7.6 Overriding clause

This clause 7 applied despite anything to the contrary in this BMS."

Note: the following definitions from the Portside Wharf BMS apply to this clause:

Management Group means the "Portside Wharf Management Group" ...

Restricted Area means the area identified as such on the attached Concept Plan and any additional parts of the Complex designated as Restricted Areas from time to time in accordance with clause 7.1.

7. INSURANCE

7.1. Insurance of Lots

The Portside Wharf Management Group is to arrange insurance of the Lots on behalf of the Owners in accordance with the Portside Wharf BMS.

7.2. Owners to pay for insurance

An Owner must promptly pay the Portside Wharf Management Group for the Owner's proportion of all premiums, costs and expenses in relation to insurances effected by the Portside Wharf Management Group under the Portside Wharf BMS.

8. MIXED USE PRECINCT MANAGEMENT GROUP

8.1. Establishment

The Owners must establish a MUPMG within one month of registration of this BMS (or such longer period as they unanimously decide). The MUPMG ceases on extinguishment of this BMS.

8.2. Members of the MUPMG

The MUPMG will initially comprise 5 members, namely:

- (a) the Owner of the Terminal Lot

Title Reference 50542845 etc

- (b) the Owner of the Retail Lot;
- (c) the Owner of Building 3;
- (d) the Owner of Building 6; and
- (e) the Owner of Building 8.

Where parts of the Future Development Land are incorporated into the Mixed Use Precinct in accordance with clause 11.1, the Owner of each Principal Lot incorporated into the Mixed Use Precinct will become a member of the MUPMG from the relevant Completion Date.

However if a Principal Lot (including a Principal Lot created from the Future Development Land) is reconfigured so that the Principal Lot becomes scheme land for a community titles scheme, the body corporate for that scheme will become the member not the owners of the Scheme Lots.

8.3. Owners' Representatives

Each Owner of a Principal Lot is entitled to appoint one Representative and each Owner in clause 8.2(a) and (b) will be entitled to appoint three Representatives to represent them at meetings of the MUPMG. To avoid doubt, where there is more than one Owner of a Lot in clause 8.2(a) to (e), the Owners of that Lot will be entitled to jointly appoint the Representatives of that Owner.

8.4. Functions

The MUPMG must:

- (a) carry out the duties given to it under this BMS;
- (b) ensure compliance by Owners with their obligations under this BMS;
- (c) fairly enforce this BMS;
- (d) act reasonably in anything it does under this BMS;
- (e) effect insurances required by this BMS;
- (f) subject to clause 8.7, elect and appoint one Representative be the representative of the Mixed Use Precinct on the Portside Wharf Management Group; and
- (g) do anything else the Owners decide by Unanimous Resolution.

8.5. Appointment of Secretary/Manager

The MUPMG may engage and delegate any or all of its functions to a person to act as the secretary/manager for the MUPMG.

8.6. Election of Chairperson

- (a) At its first meeting the MUPMG must elect a chairperson from its members. The chairperson may be elected by simple majority of Representatives present.

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- (b) A person elected as chairperson holds that position until he or she resigns or the MUPMG elects another chairperson.
- (c) If the chairperson is not present at a meeting of the MUPMG, the Representatives present must appoint one of them or the Manager to chair that meeting.

8.7. Appointment of Representative to Portside Wharf Management Group

- (a) Subject to paragraph (b):
 - (i) the representative of the Mixed Use Precinct will be appointed by simple majority of the MUPMG; and
 - (ii) the person appointed holds that position until he or she resigns or the MUPMG elects another representative.
- (b) Whilst Brisbane Cruise Wharf Pty Ltd is the Owner or lessee of the Terminal Lot, the representative of the Mixed Use Precinct on the Portside Wharf Management Group will be a person appointed by Brisbane Cruise Wharf Pty Ltd.

8.8. Calling of Meetings

- (a) Meetings of the MUPMG must be held within 14 days of receipt by the chairperson of a written request to call a meeting from an Owner or Representative. The chairperson must convene a meeting of the MUPMG by giving at least 5 Business Days written notice of meeting and an agenda to the Representatives.
- (b) However, in an emergency, the Representatives may, by Unanimous Resolution agree on a shorter period and to dispense with the notice and agenda requirements.
- (c) The agenda for a meeting must state the issues to be considered and decided on at a meeting. The MUPMG may also consider, but cannot decide (unless all Representatives are present and agree) other issues raised at the meeting.
- (d) Unless agreed by Unanimous Resolution, meetings of the MUPMG must be held in the Complex.

8.9. Quorum

- (a) Subject to (b), a quorum for a MUPMG meeting is one Representative of each member of the MUPMG (or alternate Representatives).
- (b) If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for two Business Days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be the number of Representatives present at the time appointed for the adjourned meeting.

8.10. Voting at Meetings

- (a) Subject to (d) and clause 8.9 (Quorum) and any express provision of this BMS, all decisions of the MUPMG may be made by a simple majority of Representatives present and voting.
- (b) A Representative is entitled to:

Title Reference 50542845 etc

- (i) in the case of a Representative of a MUPMG member in clause 8.2(a) or (b) where only one Representative is present, two votes; and
- (ii) otherwise, one vote.
- (c) The chairperson has a vote but no deciding vote.
- (d) If there is a deadlock in voting, a Representative may refer the matter for determination under clause 10 (Dispute Resolution).

8.11. Records

The MUPMG must:

- (a) take accurate minutes of its meetings and accurate records of all decisions it makes;
- (b) distribute minutes of its meetings to Representatives within 21 days (or such longer period as the MUPMG decides in writing) after a meeting;
- (c) keep agendas, minutes, motions, financial records and other records for seven years.

An Owner (or its nominee) must be allowed to inspect the records within a reasonable time of request and may take extracts from or a copy of these records at the Owner's cost.

8.12. Determination of Costs

Subject to any specific provisions of this BMS, the MUPMG will decide the costs to be paid by the Owners for:

- (a) performance of the MUPMG's functions under this BMS;
- (b) operation and Upkeep of the Shared Facilities;

The costs to be paid by the Owners as determined under this clause will be determined on a *user pays* basis, that is, taking into account the use of the relevant Owner (and persons authorised by it), the consequent costs generated by such use and such other reasonable things that, in all the circumstances, are considered appropriate. For example, if only one Lot Owner benefits from a Service provided by particular Utility Infrastructure, that Lot Owner will be liable for all costs (direct and indirect) relating to that Service and the Utility Infrastructure that provides the Service. Where the apportionment of costs cannot, for any reason, be decided under (b), any Owner may refer the matter for determination under clause 10.4 (Dispute Resolution).

8.13. Contributions levied by MUPMG

The MUPMG may:

- (a) fix, on the basis of its budget for a financial year, contributions to be levied on Owners for that financial year;
- (b) decide the number of installments; and
- (c) fix the date on or before which payment of each installment is required.

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8.14. Issue of Invoices and Payment

- (a) The MUPMG must issue an invoice to each Owner at least 30 days (or such other period agreed upon by the MUPMG) before an installment must be paid.
- (b) The MUPMG may recover unpaid amounts and interest and all recovery costs as a debt.
- (c) An Owner who fails to pay any money due to the MUPMG must pay interest on the arrears from the day on which payment was due until the date it is paid at the rate prescribed by the MUPMG's bank for unsecured overdrafts of more than \$100,000 at 10:00 am on the Monday after the default plus 3% per annum. Interest will be calculated on daily balances.

8.15. Establishment of funds

- (a) The MUPMG may establish:
 - (i) an administrative fund and a capital works fund; and
 - (ii) bank accounts for receipts to and payments from each fund.
- (b) The MUPMG may pay into its administrative fund any amounts received by it that are reimbursement or payment in advance of budgeted costs of the type referred to in (d).
- (c) The MUPMG may pay all other monies it receives to the capital works fund.
- (d) The administrative fund may be applied towards the day to day expenses of operating and maintaining shared facilities, administrative and other costs that are not capital works fund costs.
- (e) All other spending of the MUPMG must be met from the capital works fund.
- (f) The MUPMG may invest surplus funds in a bank account in an interest bearing deposit with its banker and any interest earned must be paid to the fund from which the surplus funds were withdrawn.

8.16. MUPMG Expenditure

The MUPMG must not incur an expense or make a payment greater than \$1,000.00 (or such other amount that the MUPMG decides) unless:

- (a) the expenditure is authorised by a meeting of the MUPMG; or
- (b) an expert acting under the dispute resolution provisions authorizes payment of the expense; or
- (c) an emergency occurs and the expense is less than \$5,000 (or such other amount that the MUPMG decides); or
- (d) it is necessary to comply with a statutory order or notice given to the Owners; or
- (e) it is necessary to comply with a judgment or order of a court.

8.17. Accounts and audits

The MUPMG must keep proper accurate accounting records and may:

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- (a) prepare for each financial year a statement of accounts showing income and expenditure for the financial year;
- (b) have the accounts audited by an auditor;
- (c) give a copy of the audited accounts to each Owner with the notice of annual meeting.

8.18. Emergency Powers

In an emergency, the MUPMG may do anything in the Mixed Use Precinct or a Lot which has not been done or done properly by an Owner. If it does so, the MUPMG:

- (a) may authorise service contractors to enter the complex or a Lot and remain in it for so long as is necessary and at the expense of the Owner of the Lot; and
- (b) does not incur any liability for damage arising out of the exercise of any rights under this clause other than for damage caused maliciously or negligently.

Anything done under this clause must not unreasonably or adversely affect an occupier of a Lot under a lease.

8.19. Rules for Operation and Upkeep

The MUPMG may make and publish rules and security arrangements not inconsistent with this BMS and take any action reasonably necessary to ensure that the Services, Utility Infrastructure, the Improvements and the Shared Facilities in the Mixed Use Precinct are maintained to a high standard.

9. ARCHITECTURAL AND LANDSCAPING STANDARDS

9.1. Owner to Maintain Lot

Subject to the other provisions of this BMS, each Owner (including the owners of Scheme Lots) must:

- (a) keep the Owner's Lot clean and tidy; and
- (b) maintain the Owner's Lot in good repair and condition.

consistent with the high quality and standard of finishes in the Mixed Use Precinct.

9.2. Owners may agree on standards

- (a) The Owners may agree upon the architectural and landscaping standards for the Mixed Use Precinct. The standards must ensure the appearance (and all other aspects of the Mixed Use Precinct) are maintained at a high standard and quality.
- (b) The MUPMG must provide a copy of the architectural and landscaping standards to an Owner on request.
- (c) An Owner must comply with all architectural and landscaping standards under this BMS.

9.3. Alterations to External Appearance

The Owners of Building 3, Building 6 and Building 8 and any additional residential complexes constructed within the Mixed Use Precinct (including the owners of Scheme Lots) must not make or permit alterations to the

Title Reference 50542845 etc

external appearance of their Lots without the prior consent of the Precinct Management Committee, which must not be unreasonably withheld where:

- (a) the alteration is consistent with the character and appearance of the Mixed Use Precinct as a high quality residential, retail and commercial development;
- (b) the proposed alteration would not adversely affect any rights granted to an Owner under this BMS.

This clause does not apply to the construction of Improvements in Building 3, Building 6 and Building 8 or the Future Development Land by the initial developer of those Lots.

9.4. Retail and Commercial Uses of the Complex

All Owners (including the owners of Scheme Lots) acknowledges that the Mixed Use Precinct is intended to comprise a mix of commercial, retail and residential uses and that the Complex and associated Wharf:

- (a) are intended to include the BCT as an operational cruise ship terminal which will involve cruise ships or other large vessels berthing at the Wharf, the embarkation and disembarkation of passengers and the loading, unloading and servicing of vessels;
- (b) during Cruise Ship Periods will be subject to security and customs requirements and terminal operations requirements (including the right to use part of the plaza and Remora Road and MacArthur Avenue for bus and taxi parking) and access to certain areas will be restricted;
- (c) is intended to include a mix of retail, commercial and residential uses and may generate substantial pedestrian and vehicular traffic and related activities;
- (d) may be used for any lawful purpose from time to time and the range of uses may include fresh food markets, restaurants, nightclubs and other retail outlets which may operate or undertake delivery of produce and stock outside normal business hours; and
- (e) will include public access areas which will permit 24 hour public access over and through parts of the Complex.

Owners (including the owners of Scheme Lots) and occupiers of Lots in the Mixed Use Precinct may not make any claim or take any other action whatsoever (including issuing any proceedings for an injunction or damages) related to the conduct of those activities, including any noise or other nuisance which might be generated by activities conducted on or in connection with the Retail Lot or the Terminal Lot or by any disruption or temporary closure of the Shared Facilities during Cruise Ship Periods as contemplated by clause 6.

9.5. Future Development of Complex

Each Owner (including the owners of Scheme Lots) acknowledges that it is intended to construct the Complex in stages. The ongoing development work may cause interference or disturbance to an Owner's or occupier's use and enjoyment of a Lot and the Shared Facilities. Owners (including the owners of Scheme Lots) and occupiers of Lots may not object to any interference or disturbance related to construction or related activities including, without limitation construction access over any part of the Complex, the Future Development Land and any further land which is incorporated into the Complex and use of parts of the Complex for storage of construction material. In carrying out development work, the Owner of a Lot must use its reasonable endeavors to minimise any disruption or inconvenience to an Owner's (including the owners of Scheme Lots) or occupier's use and enjoyment of a Lot or Shared Facilities.

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10. DISPUTE RESOLUTION

10.1. Part does not apply to debts

This Part does not apply to debts or to any dispute concerning the operation of the BCT.

10.2. Notice of dispute

If a dispute arises in connection with the rights or obligations of an Owner under this BMS, an affected Owner may require the dispute to be determined by giving notice of the dispute to all Owners in the Mixed Use Precinct (a **Dispute Notice**). The Dispute Notice must:

- (a) be in writing;
- (b) state in detail the grounds of the dispute; and
- (c) be accompanied by sufficient information or materials dealing with the dispute.

10.3. Expert

If the dispute is not resolved within one month of the Dispute Notice being given, any Owner may give a written notice to the Owners and the MUPMG requiring the dispute to be referred to an Expert for determination.

10.4. Appointment of Expert

If the Owners cannot agree on an Expert within 7 days after an adjudication notice is given, any Owner may ask the President of the Queensland Law Society to:

- (a) appoint a person who has the qualifications, experience or standing appropriate for acting as an Expert for the dispute; and
- (b) tell the parties the amount which is to be paid for the determination.

10.5. Functions of Expert

An Expert acting under this part:

- (a) acts as an expert and not as an arbitrator;
- (b) must investigate the dispute and may interview persons whom the Expert considers helpful in resolving the issues raised by the Dispute Notice and may inspect documents and collect information for that purpose;
- (c) must observe the rules of natural justice;
- (d) must act as quickly as is consistent with a fair and proper consideration of the dispute;
- (e) is not bound by the rules of evidence;
- (f) must determine the dispute as soon as reasonably possible of being appointed; and
- (g) must give a decision and written reasons for the decision within 14 days of determining the dispute.

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10.6. Expert's decision binding

To the extent that it is not contrary to law, the decision of an Expert is final and binding on the parties to the dispute.

10.7. Costs

The Owners involved in the dispute must share the costs of the Expert equally unless the Expert orders otherwise. Owners must pay their own costs in connection with a dispute.

11. FUTURE DEVELOPMENT

11.1. Approvals

The rights conferred by this clause, are subject to the relevant owner obtaining all necessary development permits under the Integrated Planning Act and other approvals lawfully required.

As at 1 July 2006, there is no development approval with respect to Lot 631 on CP SL801514 or Lot 596 on CP SL6381, nor has any development application been lodged with Brisbane City Council.

11.2. Incorporating Future Development Land into the Mixed Use Precinct

The owners of the Future Development Land may:

- (a) demolish the existing buildings on the Future Development Land; and
- (b) redevelop all or parts of the Future Development Land as part of the Complex by extending the Podium Structure into the Future Development Land.

The owner of the Future Development Land may determine whether the further development is included in the Mixed Use Precinct or the Residential Precinct. The owner must make the determination and notify the MUPMG by the Completion Date for each part of the development undertaken on the Future Development Land.

11.3. Application of BMS to Future Development Land

To avoid doubt, the rights and obligations of the Owners under this BMS (other than this clause 11) take effect in relation to developments constructed on the Future Development Land from the Completion Date for each development on part of the Future Development Land which is incorporated into the Mixed Use Precinct.

11.4. Connection to Utility Infrastructure

The owner of Future Development Land may connect to Utility Infrastructure for the Mixed Use Precinct provided:

- (a) the owner gives the MUPMG at least 1 months notice of its intention to connect; and
- (b) the owner takes all reasonable steps to minimise any disruption to services in carrying out the connection.

11.5. Changes to Shared Access and Facilities

Subject to clause 11.1 the Owners agree that the owner of the Future Development Land (or its nominee) may, at its own expense:

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- (a) reconfigure the internal road network, pedestrian thoroughfares and at grade car parking within the Complex;
- (b) relocate the existing Harbour Road entry road (provided an alternative means of access to the Residential Precinct basement carpark is maintained at all times);
- (c) relocate the existing mixed use car park entrance/exit (provided an alternative means of access is maintained at all times);
- (d) convert the existing pedestrian plaza into a shared use zone (pedestrian and vehicular access); and
- (e) relocate the existing bus parking facilities and taxi rank;
- (f) make all incidental and ancillary changes to the Shared Facilities as may be required,

generally in the way shown on the Future Development Plan in Annexure C with any modifications required by the Brisbane City Council or other relevant authority.

The owner of the Future Development Land will cause revised plans identifying the areas referred to in column 1 of Annexure A to be prepared and provided to the MUPMG as the Future Development Land is developed and the other changes to the Mixed Use Precinct contemplated by this clause are implemented.

11.6. Extinguishment of Future Development Lots which becomes part of Residential Precinct

The Owners acknowledge that it is likely that parts of the Future Development Land will not be part of the Mixed Use Precinct. If the owner of Future Development Land elects to include any part of the Development Lot in the Residential Precinct or not to develop part of the Future Development Land as part of the Complex:

- (a) the provisions of this BMS will not apply to that part of the Future Development Lot which is within the Residential Precinct or which is not developed; and
- (b) the Owners must sign a new BMS or a partial extinguishment of this BMS in relation to that land within 30 days of being requested to do so.

11.7. Owner's Right to Undertake Redevelopment

For as long as it takes to complete redevelopment of the Future Development Land, the owner of Future Development Land (or its nominee) may:

- (a) enter parts of the Mixed Use Precinct reasonably necessary to carry out the redevelopment (with other people authorised by it and with vehicles and machinery);
- (b) install construction fencing and hoardings on parts of the Mixed Use Precinct as required to comply with the laws about construction safety;
- (c) close parts of the Mixed Use Precinct as required for construction purposes for as long as is required to complete construction of the redevelopment; and
- (d) carry out construction work on Mixed Use Precinct as necessary to complete the redevelopment of the Mixed Use Precinct (including interfering with Utility Infrastructure so long as any damage or interruption is made good by the owner as soon as reasonably practicable).

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11.8. Amendments to the BMS

The Owners agree to amend this BMS or enter a new BMS to record all necessary changes to this BMS following the redevelopment of the Mixed Use Precinct in the way contemplated by this clause.

11.9. Extinguishment of BMS over B2 Retail

If the owner of lot 907 on SP 169072 elects to include the ground floor of building 2 in the Residential Precinct:

- (a) the provisions of this BMS will not apply to that part of the lot 907 which is amalgamated with lots within the Residential Precinct;
- (b) the Owners must sign a new BMS or a partial extinguishment of this BMS in relation to that land.

11.10. Minor boundary adjustments

Owners may make minor boundary adjustments resulting in part of a Lot within one Precinct becoming land within another Precinct (for example on construction of a building partially within the Mixed Use Precinct and partially within the Residential Precinct, it may be necessary to remove the lift core from the Mixed Use Precinct to the Residential Precinct.).

In the case of land which is amalgamated with land within the Residential Precinct:

- (a) the provisions of this BMS will not apply to that part of a lot which is amalgamated with lots within the Residential Precinct;
- (b) the Owners must sign a new BMS or a partial extinguishment of this BMS in relation to that land within 30 days of being requested to do so.

In the case of land which becomes part of the Mixed Use Precinct, this BMS will apply and the Owners must sign a new BMS incorporating all land to which this BMS is intended to apply within 30 days of being requested to do so.

11.11. Development other than as part of the Complex

An owner of Future Development Land may elect not to develop any part of the Future Development Land as part of the Complex (**Excluded Land**). In this case, this BMS will not apply to the Excluded Land and the Owners will sign a new BMS or a partial extinguishment of this BMS in relation to the Excluded Land.

12. TERMINATION OF BMS

12.1. Termination of BMS

This BMS may be terminated if:

- (a) the Owners agree to its termination by Unanimous Resolution; and
- (b) to the extent necessary for the effective termination of the BMS, agreement about termination issues is entered into between:
 - (i) all Owners; and

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- (ii) each lessee under a registered or short term lease in respect of the whole or part of a Lot.

The Owners must prepare and sign a statement of extinguishment of the BMS which must be lodged in the land registry.

12.2. Procedure upon extinguishment

Upon extinguishment of this BMS:

- (a) the MUPMG bank accounts must be closed; and
 - (i) the liabilities of the MUPMG vest severally in the Owners in equal proportions.

12.3. Keeping records

Administrative, financial and other records maintained by the MUPMG or the Manager must be returned to the Owners who must delegate one of their number to be a custodian who must retain the records for 7 years term the date of extinguishment. The Owners must fix and contribute equally to the costs of the custodian appointed.

12.4. Production of title deeds

If the Owners agree to amend or terminate this BMS, all Owners must promptly on request by the MUPMG produce the instrument of title for the Owner's Lot (if any) to the land registry or MUPMG's lawyers to permit registration of the amendment or termination.

13. NOTICES

13.1. Details to be given

Each Owner must promptly advise the MUPMG of the following and any changes from time to time:

- (a) address for service;
- (b) telephone number;
- (c) facsimile number;
- (d) emergency contact telephone number;
- (e) Representatives (including alternates);
- (f) Representatives' telephone numbers; and
- (g) email (or a similar electronic) address.

13.2. How notice to be given

A notice required or permitted to be given under this BMS:

- (a) must be in writing; and

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- (b) may be left at or posted to the address or sent to the facsimile number of the party in Queensland last known to the sender.

13.3. When notice is given

A notice is taken to be given:

- (a) on the day of delivery (if left at the address of the party in Queensland last known to the sender);
- (b) on the second Business Day after posting (if sent by post); and
- (c) by 4:00pm on the Business Day a facsimile is sent (if the facsimile is sent prior to 4:00pm according to the transmission report of the sender), but otherwise on the next Business Day.

14. GENERAL

14.1. Non-interference

An Owner and any person bound by this BMS (including the owners of Scheme Lots) must not interfere with a right given under this BMS.

14.2. Owners and others to comply

All Owners (including the owners of Scheme Lots) must comply and must ensure their employees, servants, contractors, agents, tenants, invitees and licensees comply with this BMS.

14.3. Owner's rules

An Owner may make rules (or by-laws) and security arrangements for a Lot concerning the use and operation of Improvements, pedestrian access and vehicular access but may not make rules that restrict or interfere with a right granted under this BMS.

14.4. Obligations

Owners (including the owners of Scheme Lots) must act reasonably and in good faith in pursuing and ensuring the observance of the aims and objectives of this BMS. Others bound by this BMS must act reasonably and in good faith to ensure the observance by them of any obligation on them under this BMS and must act reasonably in pursuing the aims and objectives of this BMS.

14.5. Indemnity

Each Owner indemnifies the other Owners and the MURMG from and against all actions, claims, suits, proceedings, costs and expense for any loss, damage, injury or death to any person or any public or private property arising directly or indirectly from the exercise by an Owner or any person claiming under that Owner (including the owners of Scheme Lots) or their employees, servants, agents, invitees or licensees of the rights and licenses established in this BMS.

14.6. Cost Sharing

Where an Owner is required under this BMS to pay, contribute or reimburse an expense or outgoing of another owner, the amount to be paid, contributed or reimbursed by the first owner will be the sum of:

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- (a) the amount of the expense or outgoing less any input tax credit in respect of the expense or outgoing to which the other owner is entitled; and
- (b) if the payment, contribution or reimbursement is subject to GST, an amount equal to that GST.

SCHEDULE

Title Reference 50542845 etc

ANNEXURE A Part A - Shared Access

Shared Area	Description	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance of Operating Responsibility
D	Service Road before Customs Control Point and Loading Dock	Terminal Lot Retail Lot	Right of vehicular and pedestrian access for persons authorised by the Owner or occupiers of the Benefited Lots and vehicle parking on designated parking spaces	Nil	Energy Maintenance Capital	GFA	Retail Lot
E	Service Road beyond Customs Control Point (including loading dock)	Terminal Lot Retail Lot	Right of vehicular and pedestrian access for persons authorised by the Owner or occupiers of the Benefited Lots; vehicle parking on designated parking spaces and use of loading dock	The Terminal Lot Owner is entitled to secure this area during Cruise Ship Periods in accordance with clause 6 and may install security equipment, locks, gates etc for that purpose	Energy Maintenance Capital Note 1	GFA	Retail Lot
G	Retail Lot carpark (B1)	Terminal Lot Retail Lot	Right for Owners of the Terminal Lot and Retail Lot to access and to park vehicles on the designated area	Right in common with those authorised under the Portside Wharf BMS The Owner of the Shared Area may charge parking fees to persons parking in the shared area but may not discriminate against individual Owners and their visitors and invitees	Energy Maintenance Capital	Terminal Lot and Retail Lot only: GFA	Retail Lot

¹ Excluding costs relating to any equipment which is solely for the purpose of securing the area during Cruise Ship Periods, which must be borne by the Owner of the Terminal Lot
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SCHEDULE

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Shared Area	Description	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance, Operating, Responsibility
K & L	Terminal Building foyers and facilities (level B1, podium level and levels 1 and 2)	Terminal Lot Retail Lot	Right of pedestrian access and use of lift and escalators and right to use the facilities on the designated areas.		Energy Maintenance Capital	GFA	Retail Lot
M	Building 8 Foyer and lift	Retail Lot Building 8	Right of pedestrian access to access the gymnasium on the Retail Lot on level 1	The Owner of Building 8 is entitled to close off access to the foyer outside of normal business hours but must provide key cards (at the Retail Owner's cost) to enable the Retail Owner and those authorized by it to have after hours access.	Energy Maintenance Capital	Building 8 95% Retail Lot 5%	Building 8
N	Swimming pool adjacent to Building 8	Building 3, Building 8 and Retail Lot (gym Owner)	Shared use of swimming pool for Building 3 Owners and occupiers, Building 8 Owners and occupiers and the gym operator and its customers	The swimming pool may not be used outside the hours of 6 am to 10 pm. The swimming pool may only be used by gym patrons and occupiers or people accompanied by occupiers of Building 3 or Building 8. Loud or offensive behaviour is not permitted. People using the swimming pool must conduct themselves so as not to cause a nuisance to other users or people in the vicinity. Children under the age of 16 must be supervised by an adult at all times while using the swimming pool.	Energy Maintenance Capital	Building 3 1.66% Building 8 31.67% Retail Lot 66.67%	Retail Lot (Gym owner)

SCHEDULE

Title Reference 50542845 etc

Statutory Acts	Description	Benefitted Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Amount of Appropriate Costs	Maintenance Operating Responsibility
				All users of the swimming pool must be suitably attired.			
				Alcohol may not be consumed in or around the pool.			
				Food, glass, breakable items and pets may not be brought into the pool area.			
				Running within the pool area, diving into the pool and other unsafe activities are prohibited.			
				The Gym owner has the right to make additional reasonable rules for safety and the right to designate a lane for swimming laps.			

SCHEDULE

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Shared Area	Description	Benefitted Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
P	Viewing Platform	Retail Lot Terminal Lot	Right to use the area as a public viewing platform	The right may be exercised by the Terminal Lot Owner while vessels are berthed at the Wharf. The Retail Lot Owner is entitled to permit the Owner or occupier of the adjoining function room premises to use the area (including granting rights of exclusive use to that Owner or occupier) during all other times. The Retail Lot Owner must ensure the area is in a clean and tidy condition prior to the berthing of a vessel. The Terminal Lot Owner must leave the area in a clean and tidy condition following departure of the vessel.	Energy Maintenance Capital	GFA	Retail Lot
Q	Level 1 Gangway	Retail Lot Terminal Lot	Pedestrian access	The Terminal Lot Owner is entitled to secure this area during Cruise Ship Periods in accordance with clause 6 and may install security equipment, gates, locks etc for that purpose. The Retail Lot Owner must ensure the area is in a clean and tidy condition	Capital only	GFA	Retail Lot

SCHEDULE

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Shorefront Area	Description	Benefit/Loss	Nature of Right	Conditions Applying to Rights	Shared Costs	Method of Apportioning Costs	Maintenance Operating Responsibility
S	Building 3 lifts and foyer	Building 3 and Retail Lot	Right of pedestrian access to Building 3	prior to the start of a Cruise Ship Period. The Terminal Lot Owner must leave the area in a clean and tidy condition following a Cruise Ship Period. The Owner of Building 3 is entitled to close off access to the foyer outside of normal business hours but must provide key cards (at the Retail Owner's cost) to enable the Retail Owner and those authorised by it to have after hours access. Nil	Energy Maintenance Capital	Building 333.33% Retail Lot66.67%	Retail
U	Portside Wharf Signage	Retail Lot	Right to put "Portside Wharf" signs on face of building and access to maintain	Nil	Nil	Not applicable	Retail Lot to maintain sign and associated fixtures
V	Terminal Building roof (including roof of Building 8)	Retail Lot	Right to place or permit (and to receive all income from the placement of) telecommunications equipment on the designated area together with reasonable incidental rights: (a) to access the equipment through Building 8 and (b) install services to the equipment through Building 8. The right to retain all structures and equipment on the roof of Building 8 which at the date of this	The Retail Owner is responsible for ensuring that all telecommunications equipment is installed and operated in accordance with all relevant laws and requirements The Building 8 Owner is responsible for ensuring that all equipment which it installs is installed and	Nil	Not applicable	Retail Lot to operate and maintain all telecommunications equipment at its own cost and reinslate the rooftop on removal
		Building 8					Building 8 to operate and maintain all equipment at its

SCHEDULE

Title Reference 50542845 etc

Shared Area	Description	Benefiting Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance Charging Responsibility
			BMS project into the airspace above Building 8 (including any replacement structures and equipment)	operated in accordance with all relevant laws and requirements			own cost and reinstatement the rooftop on removal
W	Rubbish Room (lower loading dock)	Terminal Lot Retail Lot	Right to store/dispose of rubbish in room	The Terminal Lot Owner is entitled to secure this area during Cruise Ship Periods in accordance with clause 9 and may install security equipment, locks, gates etc for that purpose	Energy Maintenance Capital	GFA	Retail Lot
Y	Fire escapes	Retail Lot Building 8	Shared use of fire escapes for their intended purpose		Nil	Not applicable	Retail Lot Owner

Title Reference 50542845 etc

Part B - Shared Services

1. SHARED FACILITY: Terminal Building Lift

Lots Benefited:	Retail Lot, Terminal Lot
Shared facility costs to be contributed to:	} As for Area K
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

2. SHARED FACILITY: ESCALATORS IN TERMINAL BUILDING AREA K

Lots Benefited:	Retail Lot, Terminal Lot
Shared facility costs to be contributed to:	} As for Area K
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

3. SHARED FACILITY: Emergency Lighting and Exit Signs – Retail Lot and Terminal Lot (excluding Basement Carpark)

Lots Benefited:	Retail Lot, Terminal Lot
Shared facility costs to be contributed to:	Maintenance, Capital (including replacement batteries)
Method of calculation of share:	Number of fittings Retail Lot: proportion based on the number of fittings within the Retail Lot (excluding basement carpark and shared areas within the terminal building) plus a proportion attributable to shared areas within the terminal building (K, L, P and Q) based on GFA Terminal Lot: remaining proportion
Responsibility for maintenance and any specific requirements:	Retail Lot to engage maintenance contractor for testing and servicing system. Retail Lot to invoice Terminal Lot.
(Note: Shared emergency lighting and exit signs in Terminal building and basement car park only. B5, B3 and B6 have separate system in their buildings)	Each Owner is responsible for maintenance and replacement of lights within own Lots at its cost.

SCHEDULE

Title Reference 50542845 etc

4. SHARED FACILITY: Emergency Lighting and Exit Signs – (Basement Carpark)

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital (including replacement batteries)
Method of calculation of share:	For each Principal Lot other than the Retail Lot and the Terminal Lot, the number of fittings within that part of the basement carpark within the Lot divided by the total number of fittings in the basement carpark Remaining cost to be apportioned between the Retail Lot and Terminal Lot in proportion to their respective GFA Proportions
Responsibility for maintenance and any specific requirements:	Retail Lot to engage maintenance contractor for testing and servicing system. Retail Lot to invoice other Owners. Each Owner is responsible for maintenance and replacement of lights within own Lots.

5. SHARED FACILITY: Car Park Entrance Boom Gates & Roller Doors

Lots Benefited:	All
Shared facility costs to be contributed to:	) GFA
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

6. SHARED FACILITY: Plaza Lifts

Lots Benefited:	Retail Lot, Terminal Lot
Shared facility costs to be contributed to:	) GFA
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

7. SHARED FACILITY: Car park Lighting

Lots Benefited:	All
Shared facility costs to be contributed to:	) GFA
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

SCHEDULE

Title Reference 50542845 etc

8. **SHARED FACILITY:** Mechanical Ventilation to Basement Carpark

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital, Energy
Method of calculation of share:	GFA
Responsibility for maintenance and any specific requirements:	Retail Lot

9. **SHARED FACILITY:** Electrical Substations and Switchrooms

Lots Benefited:	All
Shared facility costs to be contributed to:	Nil
Method of calculation of share:	N/A
Responsibility for maintenance and any specific requirements:	Retail to monitor access. Energen owns and will conduct maintenance.

10. **SHARED FACILITY:** Ventilation to Switch Rooms and Substations

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital, Energy
Method of calculation of share:	GFA
Responsibility for maintenance and any specific requirements:	Retail Lot

11. **SHARED FACILITY:** Mechanical Switchboards

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital, Energy
Method of calculation of share:	GFA
Responsibility for maintenance and any specific requirements:	Retail Lot

12. **SHARED FACILITY:** Sprinkler Pumps, Pipes & System - Retail Lot and Terminal Lot (excluding Basement Carpark)

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital
Method of calculation of share:	Periodic Maintenance: Number of Sprinkler Heads within each Lot (but proportion attributable to a shared area to be reallocated to the shared area and payable in proportions specified for that shared area) Repair and replacement of sprinkler heads: Cost of any repairs to sprinkler heads within a shared area payable in proportions for that shared area. Any sprinkler head repaired other than in a shared area to be at the cost of the owner of that Lot

SCHEDULE

Title Reference 50542845 etc

Responsibility for maintenance and any specific requirements:	Retail Lot Owner to arrange service contract to service and invoice other Owners Repairs to sprinkler heads to be carried out by Owner of the Lot on which the sprinkler head is situated
---	--

13. SHARED FACILITY: Water Mains Supply & Consumption

Lots Benefited:	Retail Lot, Terminal Lot, Building 3 and Building 8 and all additional Principal Lots connected into the supply
Shared facility costs to be contributed to:	Maintenance, Capital, Consumption (Based on Metered Usage)
Method of calculation of share:	GFA
Responsibility for maintenance and any specific requirements:	Retail Lot

14. SHARED FACILITY: Hot Water Supply

Lots Benefited:	Not applicable – each Principal Lot to have separate hot water systems
Shared facility costs to be contributed to:	
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

15. SHARED FACILITY: Sewerage and Drainage

Lots Benefited:	Not applicable - each Principal Lot to have separate Sewerage and Drainage system.
Shared facility costs to be contributed to:	
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

16. SHARED FACILITY: Hydrant Pumps and Pipes

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital
Method of calculation of share:	GFA
Responsibility for maintenance and any specific requirements:	Retail Lot

17. SHARED FACILITY: Shared Water Tanks (Stormwater / Irrigation)

Lots Benefited:	All
Shared facility costs to be contributed to:	) GFA
Method of calculation of share:	
Responsibility for maintenance and any specific requirements:	

SCHEDULE

Title Reference 50542845 etc

18. SHARED FACILITY: Fire Detection & Alarm System

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital, Energy
Method of calculation of share:	Central Fire Control Room - GFA Within Building 3 and adjoining Retail Lot - GFA Within shared Areas - same apportionment as for the shared area Otherwise (within a Lot) - no sharing of costs
Responsibility for maintenance and any specific requirements:	Retail Lot for Central Fire Control Room and shared areas
[Note: All Lots are part of an integrated system with a central fire control room. Each Lot (except the Terminal Lot which shares with the Retail Lot) will have its own mimic fire control board]	
	Each Owner is responsible for all costs relating to their control board and any replacement or repair costs to detectors within their Lot. All detectors must be replaced within 14 days if a fault is detected.

19. SHARED FACILITY: EWIS (Emergency Warning and Intercommunications System)

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital
Method of calculation of share:	As for Fire Detection and Alarm System
Responsibility for maintenance and any specific requirements:	As for Fire Detection and Alarm System

20. SHARED FACILITY: Security Monitoring Equipment (CCTV)

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital, Energy
Method of calculation of share:	Cost of maintenance of the monitoring system (located in Retail Lot) is to be apportioned on GFA Cost of maintenance of cameras within shared area to be apportioned in the same way as other costs for the shared area Any camera within a Lot (unless in a shared area) is to be maintained and replaced by the Owner of the Lot
Responsibility for maintenance and any specific requirements:	Retail Lot (except as above)

21. SHARED FACILITY: Campus Telecommunications Frame

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital
Method of calculation of share:	Number of connections
Responsibility for maintenance and any specific requirements:	Retail Lot to monitor access, all Lots pay for own additional connections and maintenance of own connections. Main frame costs to be apportioned by the number of connections each Lot has.

SCHEDULE

Title Reference 50542845 etc

22. SHARED FACILITY: Air Conditioning Plant

Lots Benefited:	Retail Lot, Terminal Lot
Shared facility costs to be contributed to:	Maintenance, Capital, Energy
Method of calculation of share:	Flow Measured
Responsibility for maintenance and any specific requirements:	Retail Lot to arrange for service contractor and invoice Terminal Lot

23. SHARED FACILITY: MATV & Broadband Services

Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance, Capital
Method of calculation of share:	If cable or other part of service to be repaired or replaced is shared by more than one Lot, cost to be split equally between the Lots it services Otherwise borne by the Lot Owner
Responsibility for maintenance and any specific requirements:	Each Lot to maintain if services only their own Lot, regardless of location

24. SHARED FACILITY: Grease Traps

Lots Benefited:	Retail
Shared facility costs to be contributed to:	Retail Lot 100%
Method of calculation of share:	Not applicable
Responsibility for maintenance and any specific requirements:	Retail Lot

25. SHARED FACILITY: Building 8 Lift

Lots Benefited:	Retail Lot, Building 8
Shared facility costs to be contributed to:	)
Method of calculation of share:	) As for Area M
Responsibility for maintenance and any specific requirements:	)

26. SHARED FACILITY: Building 3 Lift

Lots Benefited:	Retail Lot, Building 3
Shared facility costs to be contributed to:	)
Method of calculation of share:	) As for Area S
Responsibility for maintenance and any specific requirements:	)

Interpretation of Annexure A:

In this Annexure, unless the context otherwise requires:

Capital means the cost of capital items including renewal and replacements of the Shared Facility (or any parts of it).

Title Reference 50542845 etc

Energy means electricity and other energy costs incurred in the operation of the Shared Facility

GFA means the cost for the relevant Shared Facility is apportioned based on the GFA Proportion of each Lot benefiting from that Shared Facility expressed as a percentage of the total GFA Proportion of all of the Benefited Lots.

Maintenance means periodic maintenance and repair including cleaning and servicing, testing and replacement of minor parts (eg light bulbs) and includes a reasonable proportion of the management fee paid by an Owner for maintenance of the relevant facility.

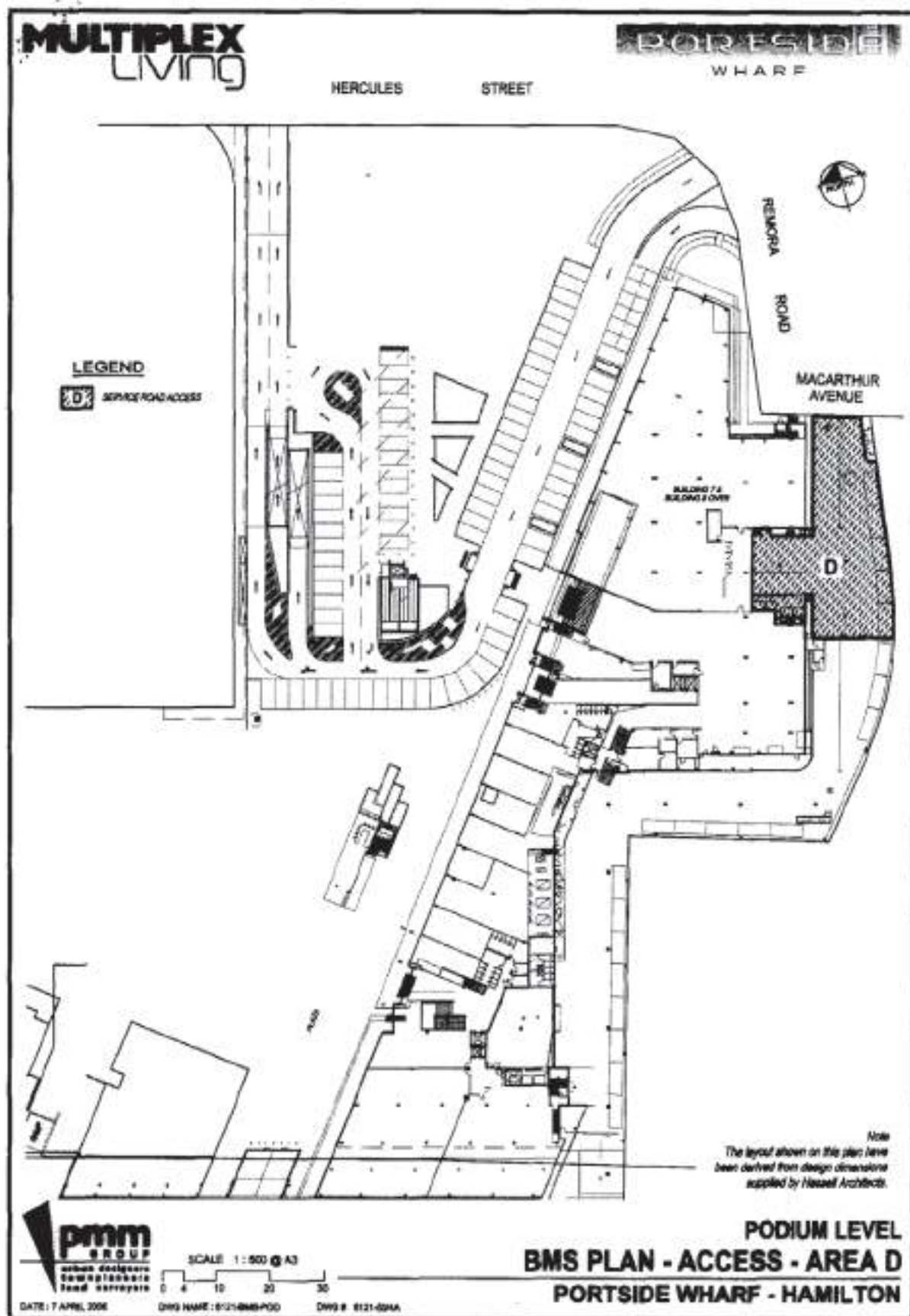
Statutory Charges means a contribution towards the rates and land tax payable by the Retail Lot Owner(s) in respect of the public plaza calculated as the sum of:

- (a) 30% of the rateable value of the Retail Lot multiplied by the general rate applied by the local government to the Retail Lot; and
- (b) 30% of the unimproved value of the Retail Lot multiplied by the applicable rate of land tax if the Retail Lot was a single parcel owned by a single corporate entity which own no other land in Queensland.

SCHEDULE

Title Reference 50542845 etc

PLANS



MULTIPLEX
LIVING

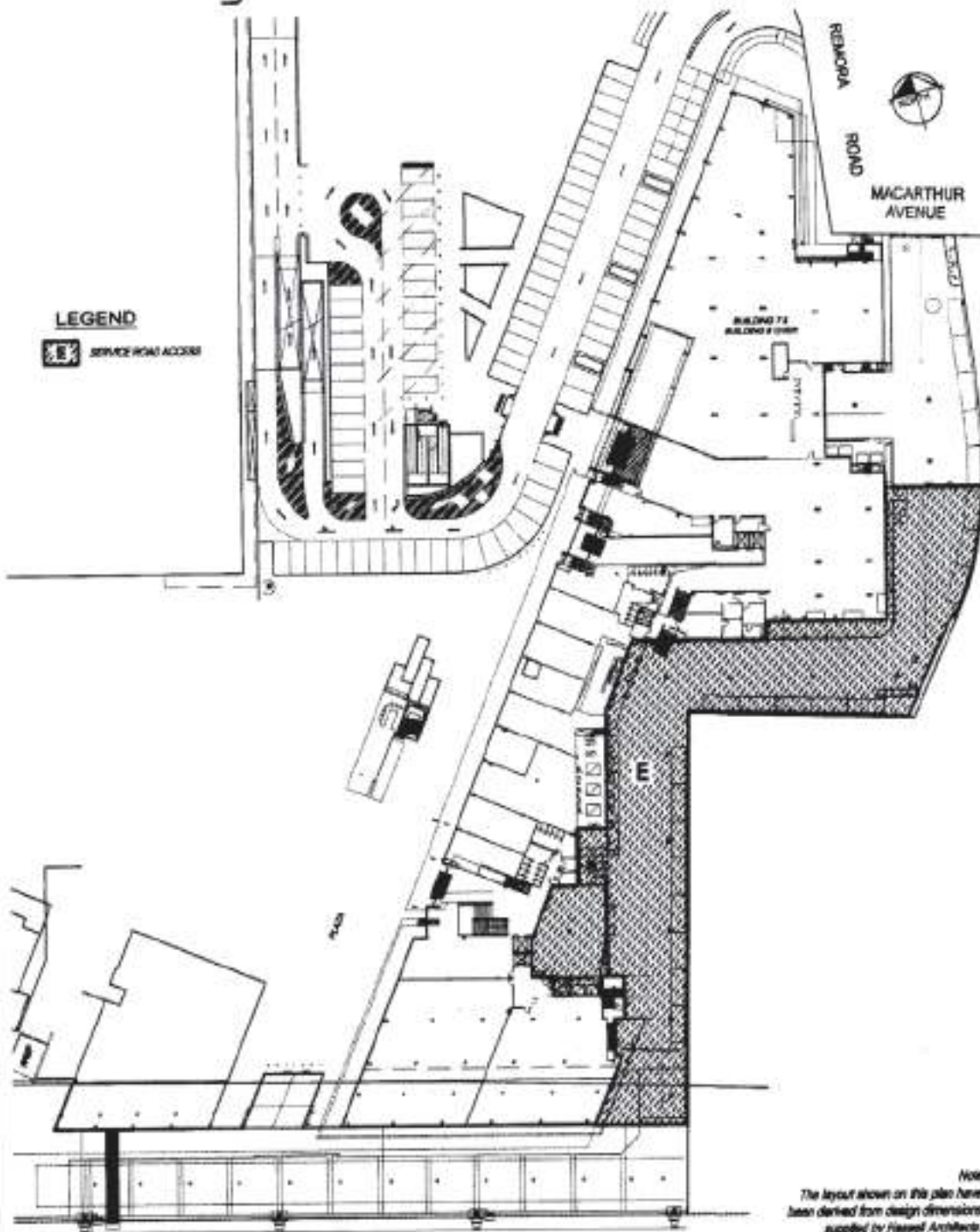
PORTSIDE
WHARF

LEGEND

 SERVICE ROAD ACCESS



REMOVA
ROAD
MACARTHUR
AVENUE



Note
The layout shown on this plan have
been derived from design dimensions
supplied by Hissed Architects.

pmm
GROUP
urban designers
town planners
land developers

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DATE: 1 APRIL 2008

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DWG #: 8121-8254

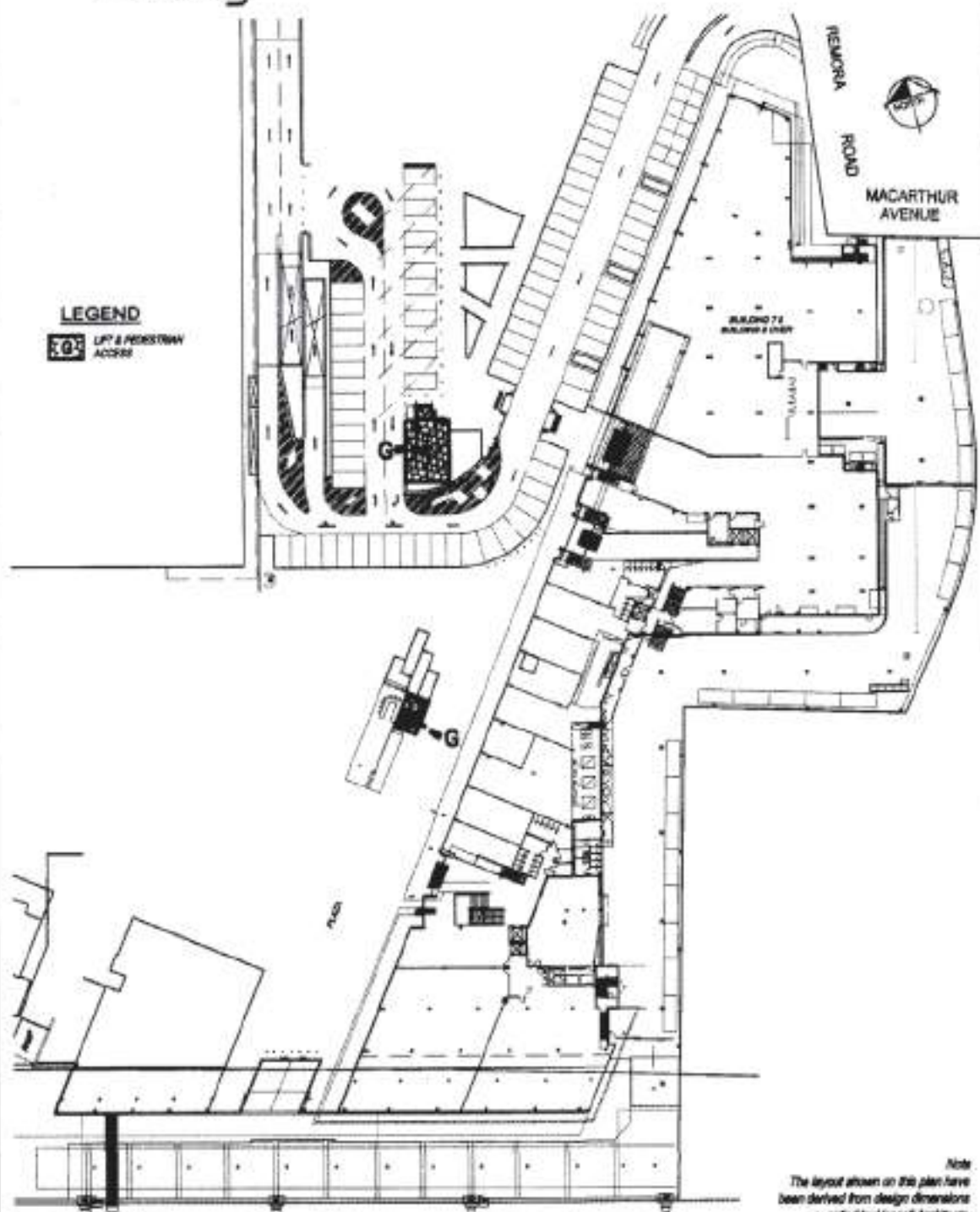
PODIUM LEVEL
BMS PLAN - ACCESS - AREA E
PORTSIDE WHARF - HAMILTON

MULTIPLEX
LIVING

PORTSIDE
WHARF

LEGEND

 LIFT & PEDESTRIAN ACCESS



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GROUP
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landscape architects
town planners
civil engineers

SCALE 1 : 500 @ A3

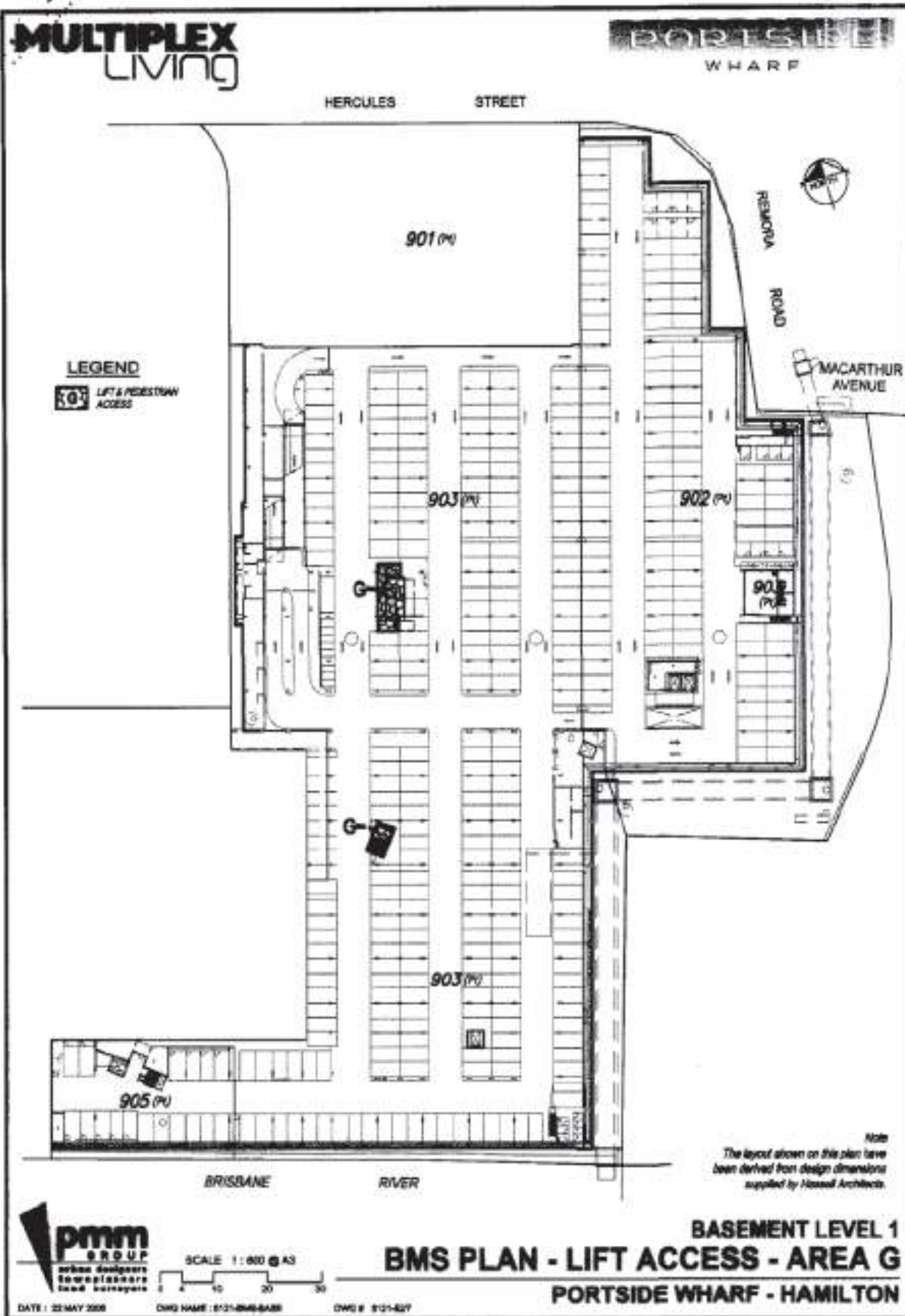
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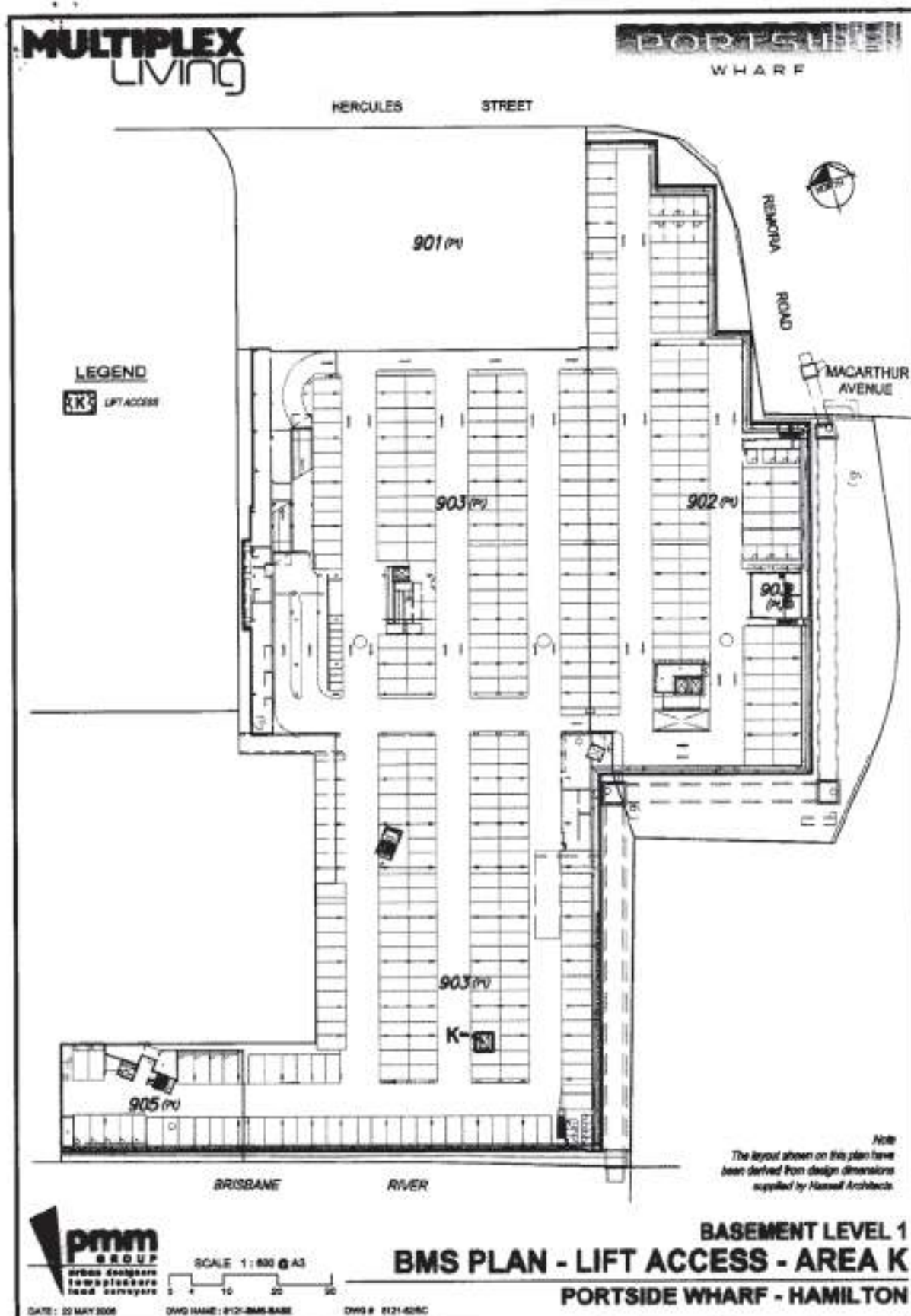
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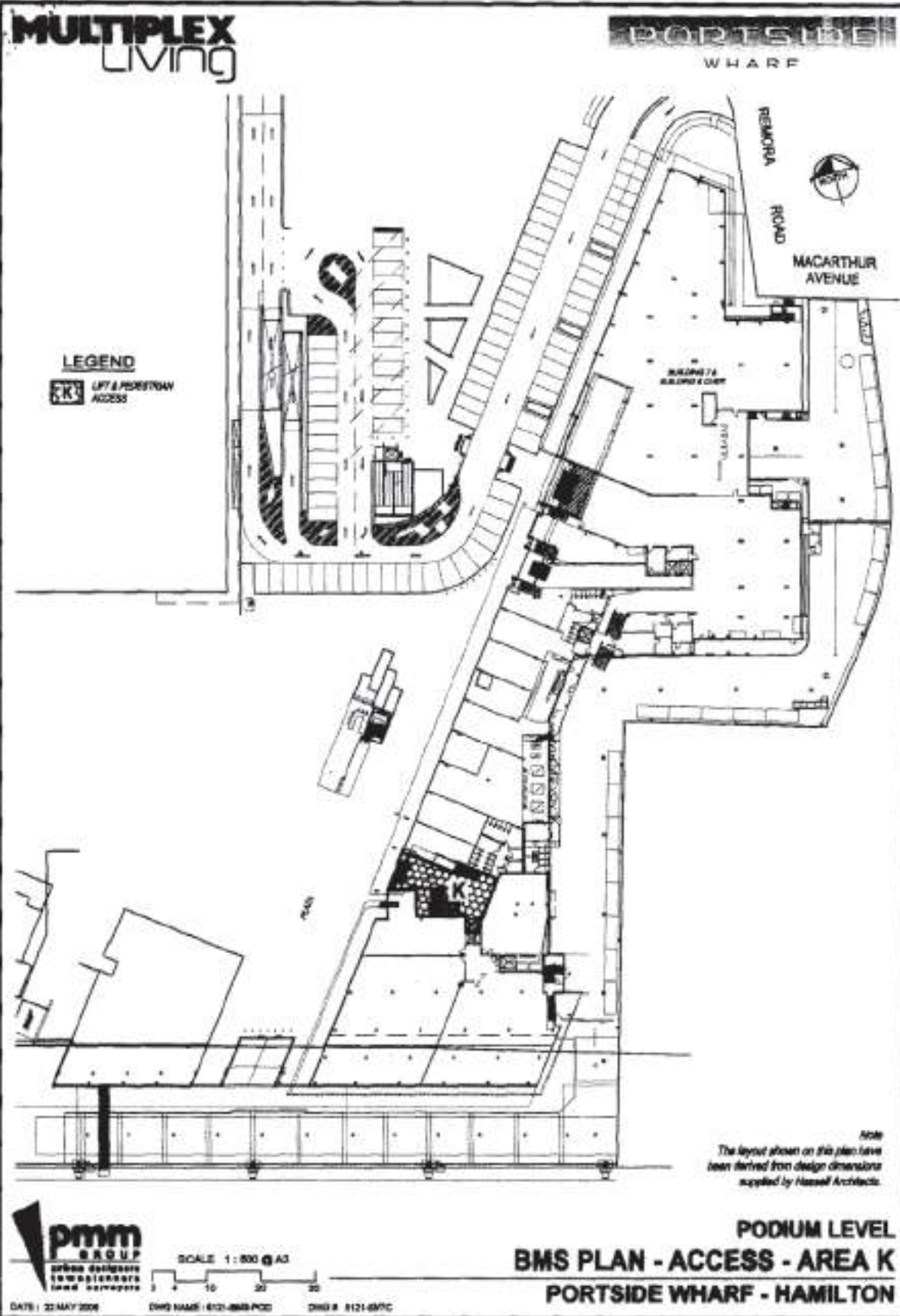
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DWG # : 6121-6313

PODIUM LEVEL
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PORTSIDE WHARF - HAMILTON







MULTIPLEX
LIVING

PORTSIDE
WHARF

HERCULES STREET

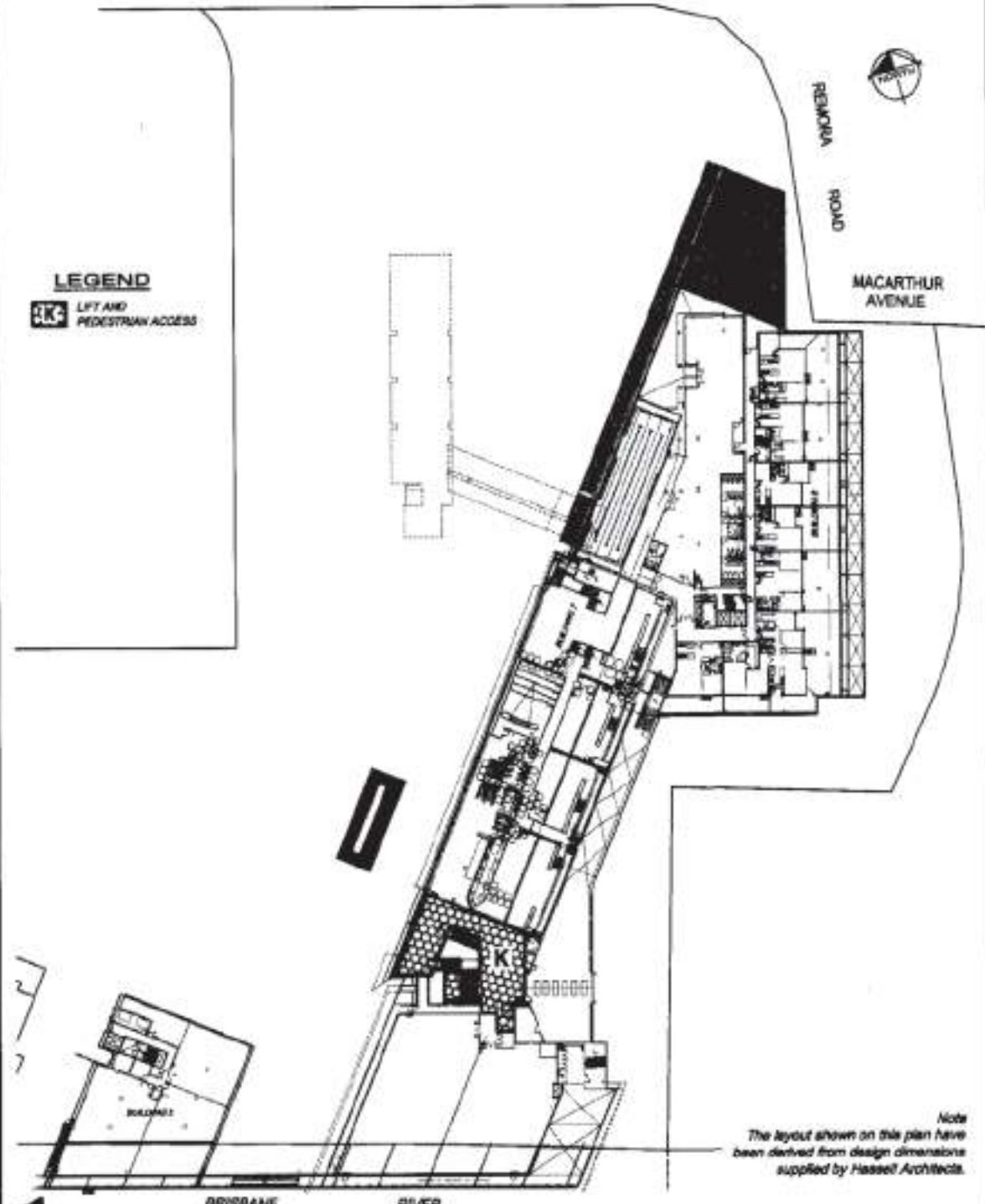


REMONA ROAD

MACARTHUR AVENUE

LEGEND

 LIFT AND PEDESTRIAN ACCESS



Note
The layout shown on this plan have been derived from design dimensions supplied by Hassell Architects.

pmm GROUP
architects
engineers
planners
landscape architects
DATE: 7 APRIL 2006
DWG NAME: 8121-BMS-LEV1
SCALE: 1:600 @ A3
0 4 12 20 30

LEVEL 1
BMS PLAN - LIFT ACCESS - AREA K
PORTSIDE WHARF - HAMILTON

MULTIPLEX
LIVING

PORTSIDE

HERCULES STREET

WHARF

LEGEND

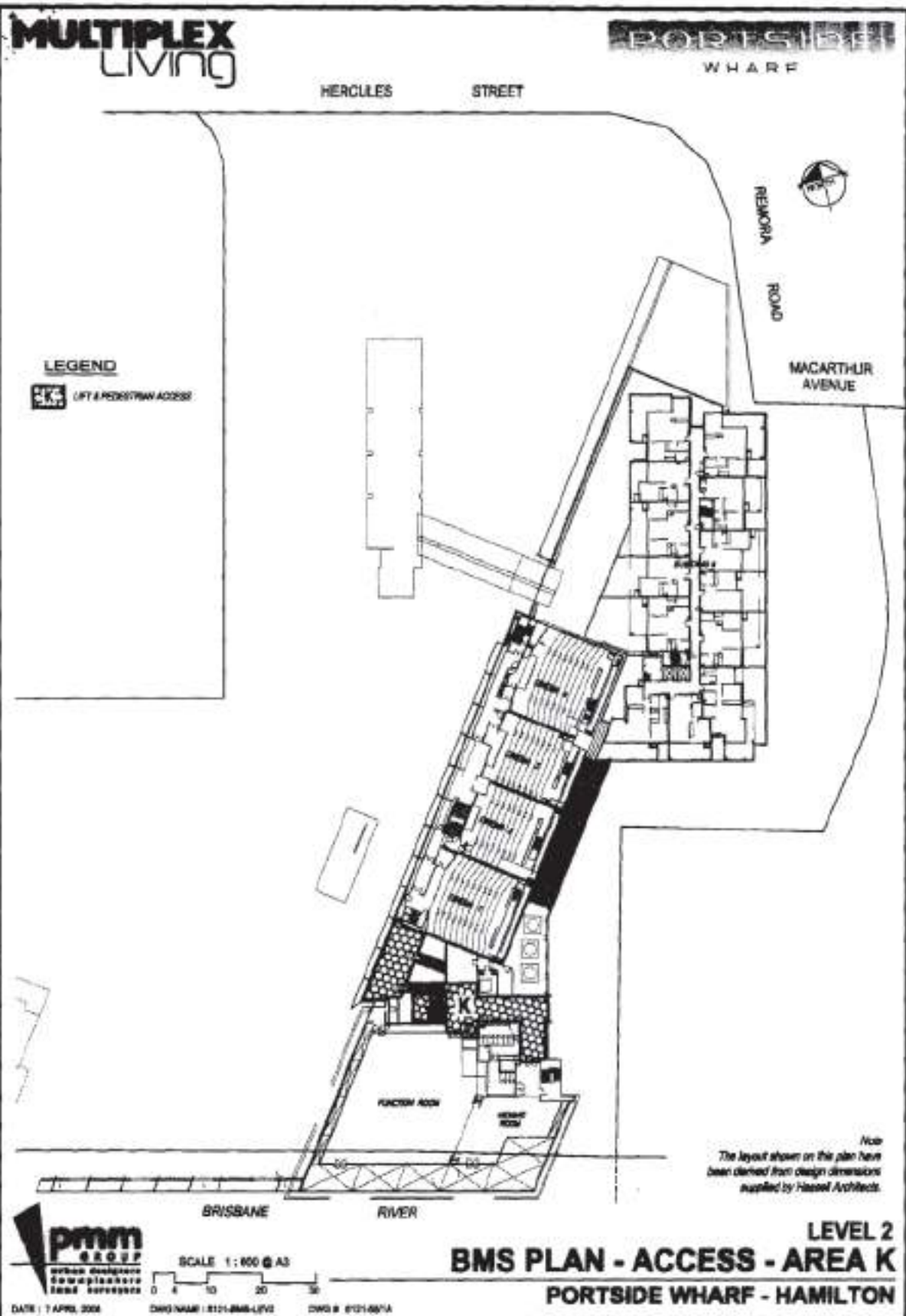


LIFT & PEDESTRIAN ACCESS



REMORA ROAD

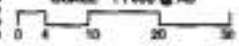
MACARTHUR AVENUE



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SCALE 1:600 @ A3



DATE: 7 APRIL 2006

DWG NAME: 0121-BMS-LV2

DWG #: 0121-007A

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PORTSIDE WHARF - HAMILTON

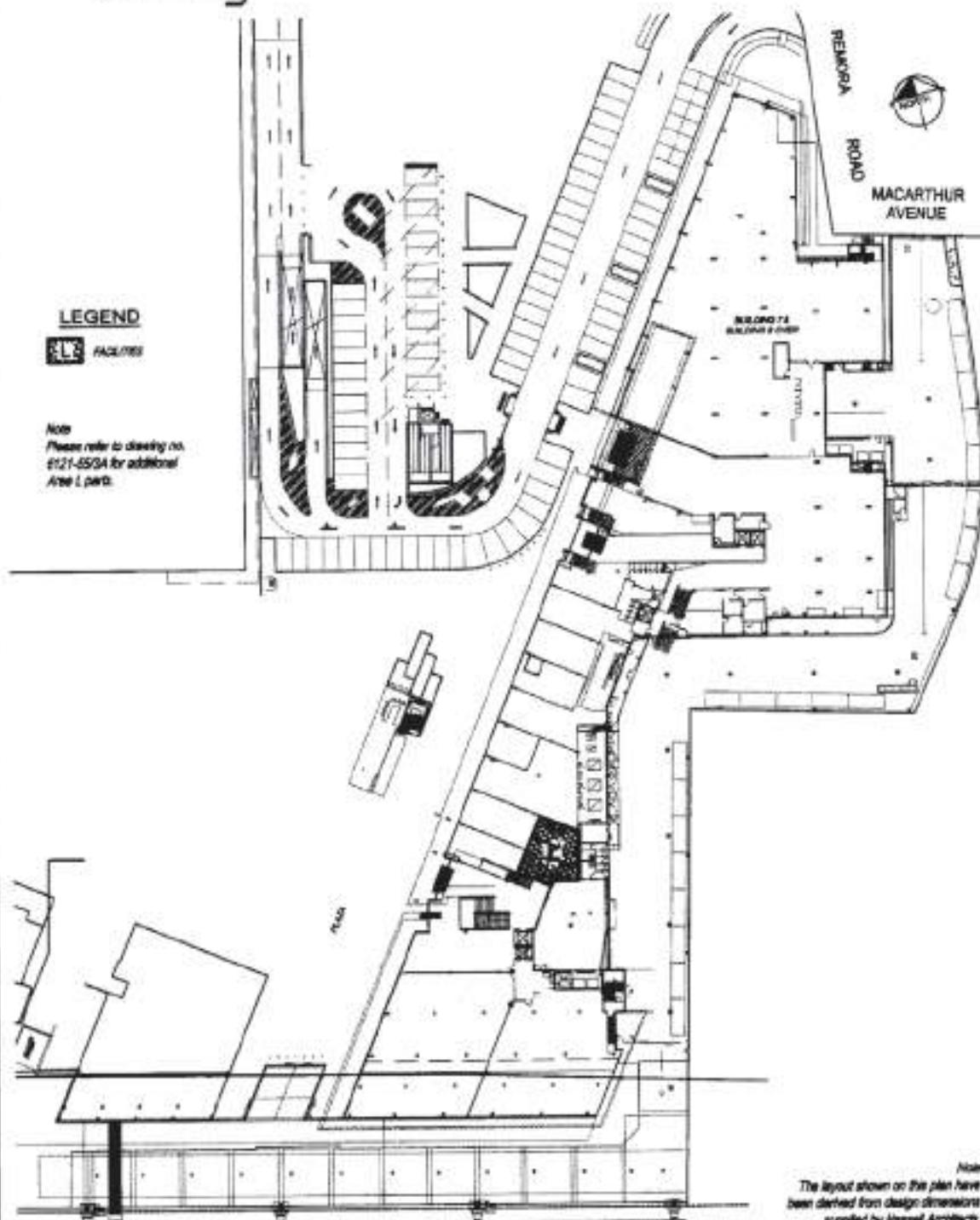
MULTIPLEX
LIVING

PORTSIDE
WHARF

LEGEND

FACILITIES

Note
Please refer to drawing no.
E121-55/04 for additional
Area L parts.



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landscape architects
town planners

SCALE 1 : 500 @ A3

0 4 10 20 30

DATE : 1 APRIL 2008

DWG NAME : E121-BMS-POD

DWG # : E121-55/04

PODIUM LEVEL
BMS PLAN - FACILITIES - AREA L
PORTSIDE WHARF - HAMILTON

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LIVING

PORTSIDE
WHARF

HERCULES STREET

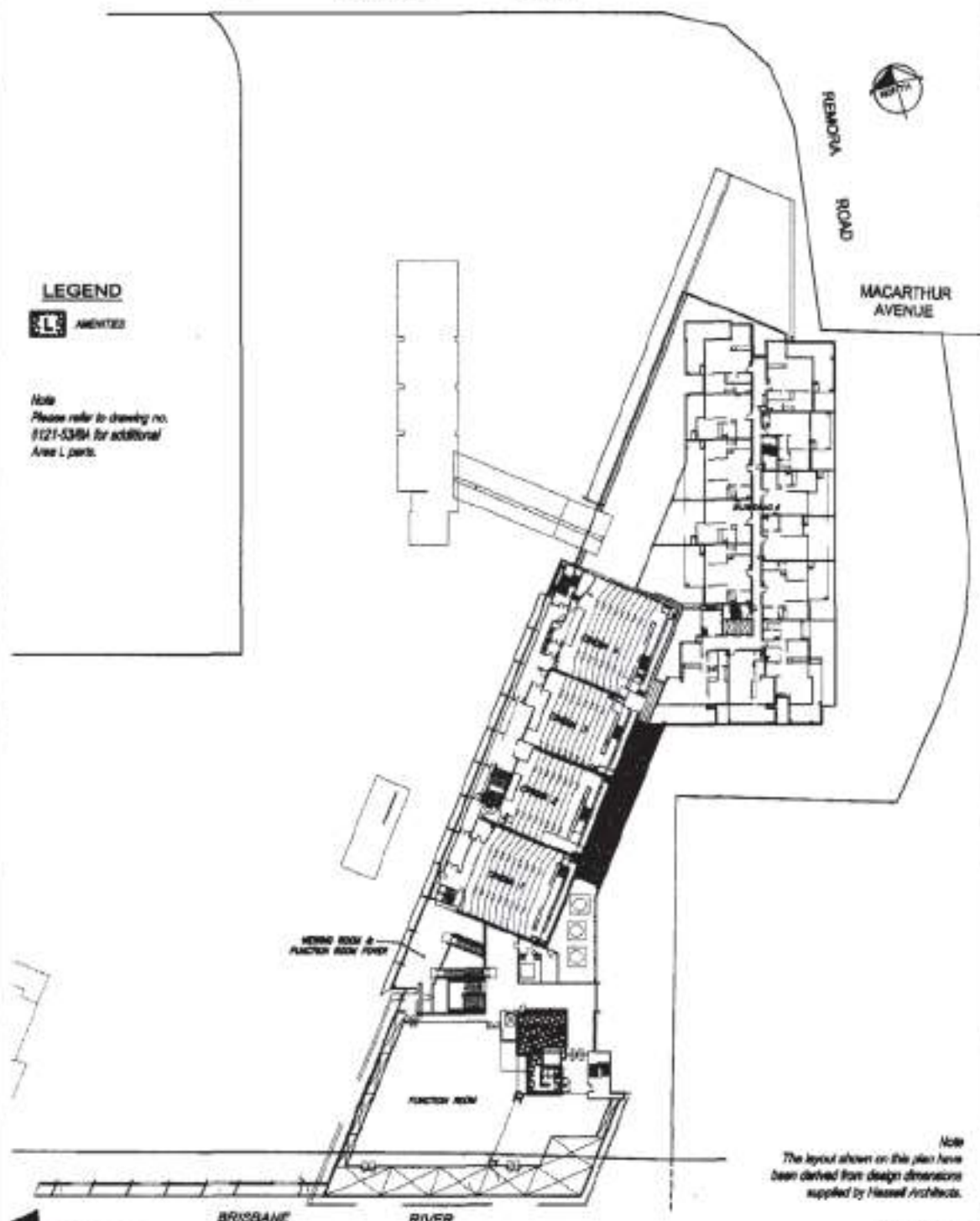
REMOVA
ROAD

MACARTHUR
AVENUE

LEGEND

 AMENDED

Note
Please refer to drawing no.
8121-5384 for additional
Area L parts.



Note
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landscape architects

SCALE 1:500 @ A3

LEVEL 2
BMS PLAN - VIEWING ROOM - AREA L
PORTSIDE WHARF - HAMILTON

DATE: 7 APRIL 2008

DWG NAME: 8121-BMS-LV2

DWG # 8121-005A

MULTIPLEX
LIVING

PORTSIDE
WHARF

HERCULES STREET

REMONA ROAD

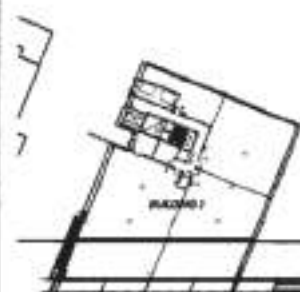
MACARTHUR AVENUE

LEGEND



LIFT AND
PEDESTRIAN ACCESS

Note
Please refer to drawing
no. 6121-539A for
additional Area M part.



BRISBANE

RIVER



SCALE 1:600 @ A3

0 4 10 20 30

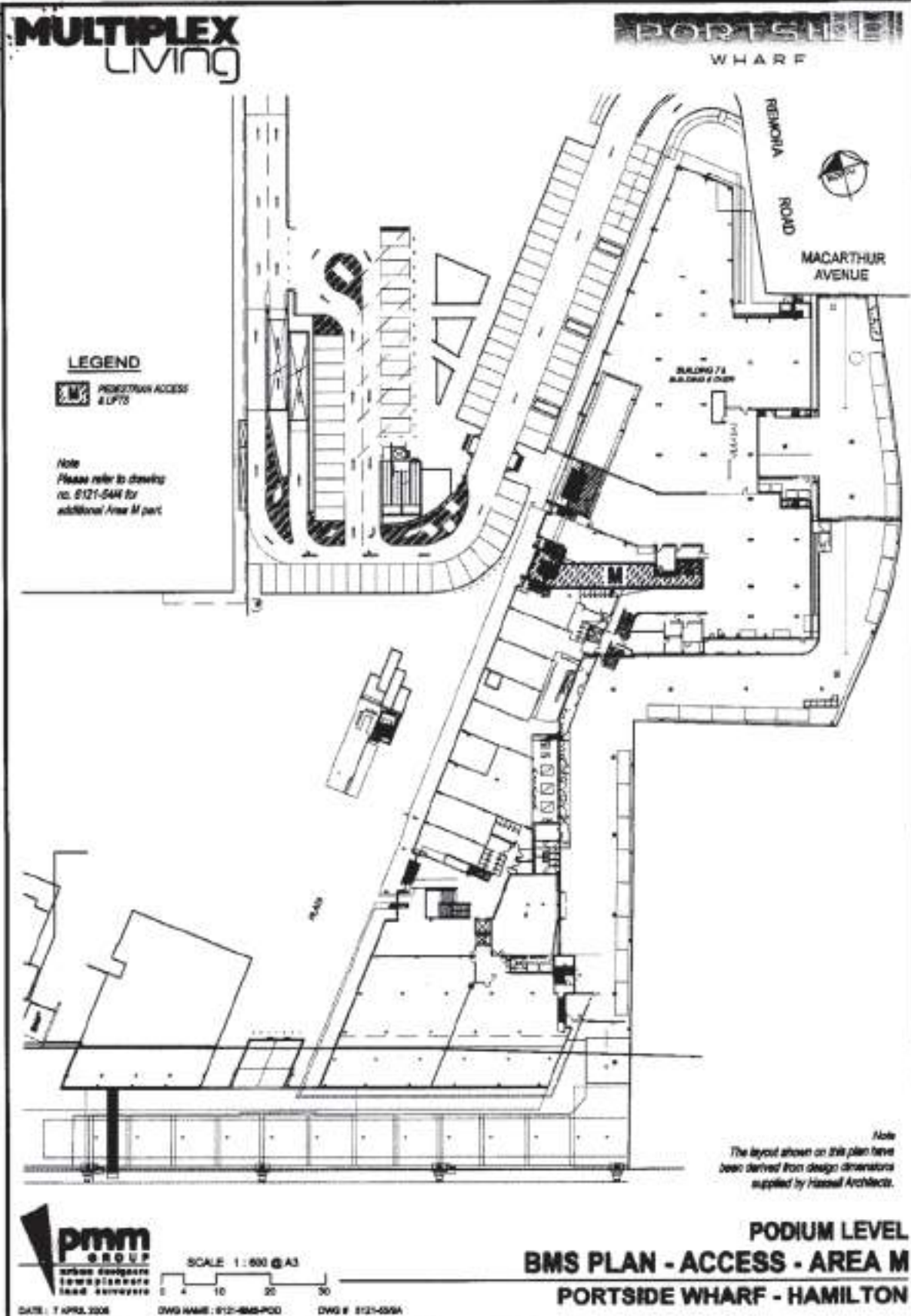
DATE: 7 APRIL 2006

DWG NAME: 6121-BMS-LEV1

DWG NO: 6121-602A

Note
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been derived from design dimensions
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LEVEL 1
BMS PLAN - ACCESS - AREA M
PORTSIDE WHARF - HAMILTON



MULTIPLY
LIVING

PORTSIDE
WHARF

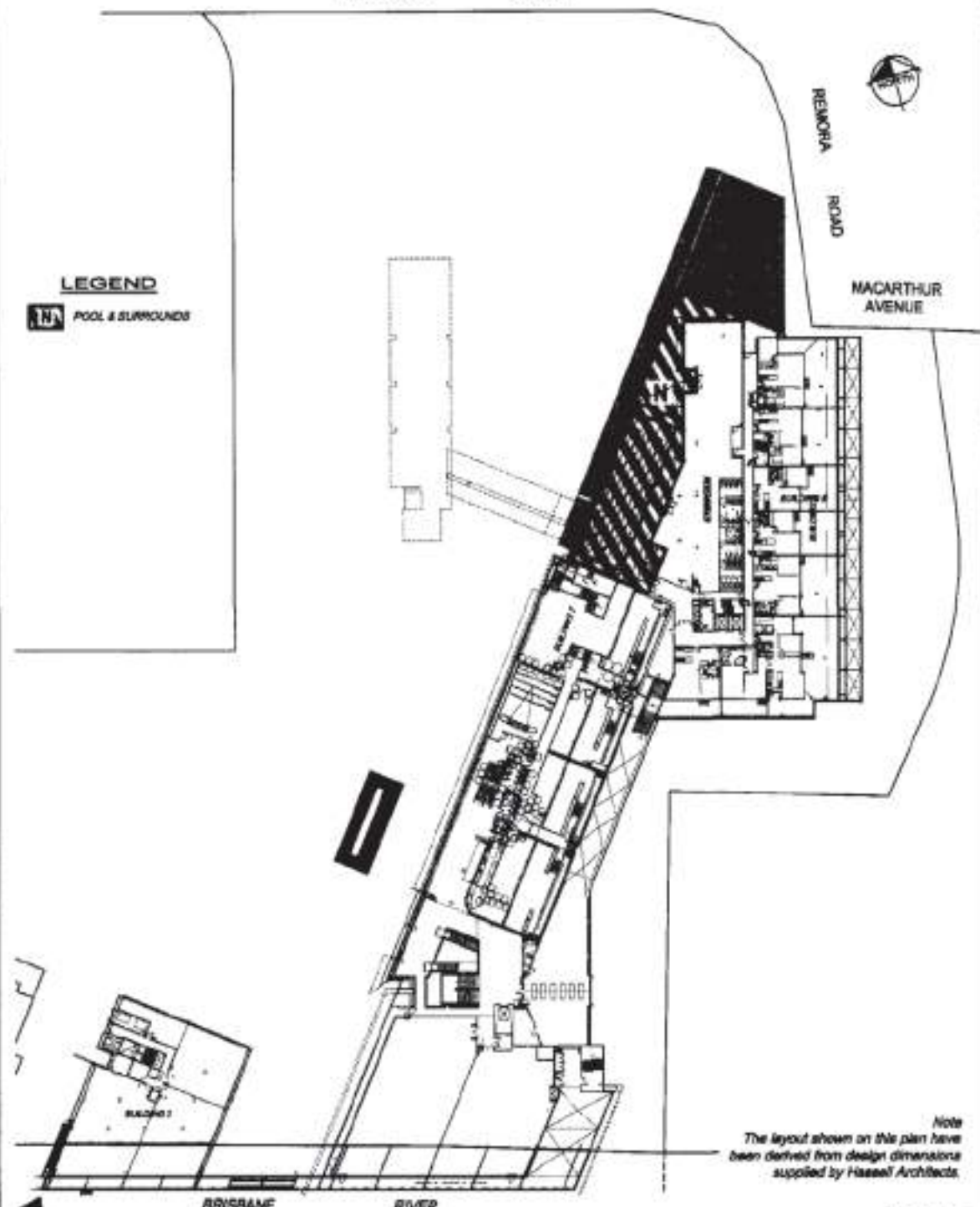
HERCULES STREET

REMOVA
ROAD

MACARTHUR
AVENUE

LEGEND

 POOL & SURROUNDS



pmm
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urban designers
landscape architects
interior designers

SCALE 1:600 @ A3

0 4 10 20 30

BMS PLAN - POOL & SURROUNDS - AREA N

PORTSIDE WHARF - HAMILTON

DATE: 7 APRIL 2006

DWG NAME: 8121-BMS-LEV1

DWG #: 8121-040A



MULTIPLEX
LIVING

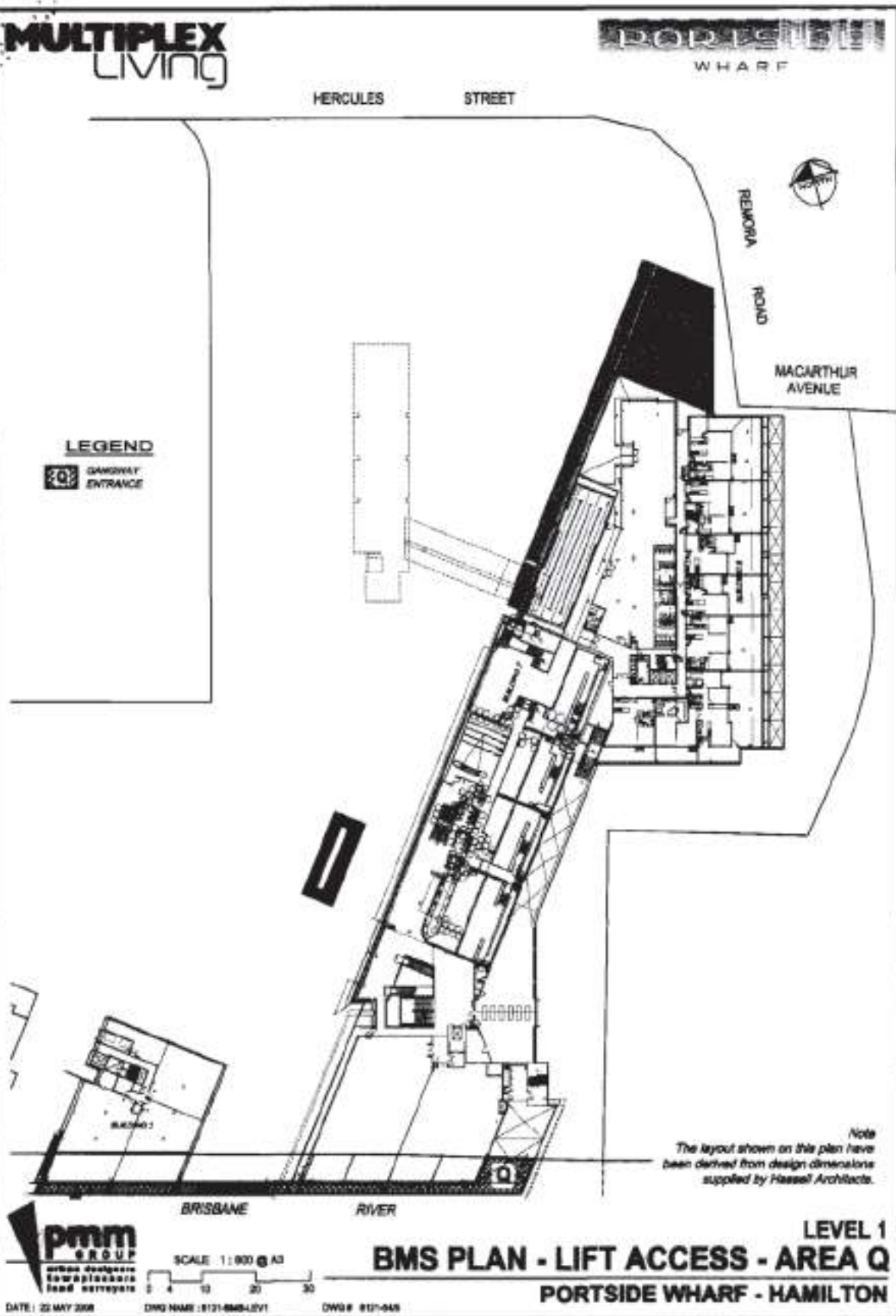
PORTSIDE WHARF

HERCULES STREET

REMOVA ROAD

MACARTHUR AVENUE

LEGEND



Note
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LEVEL 1

BMS PLAN - LIFT ACCESS - AREA Q

PORTSIDE WHARF - HAMILTON

pmm
GROUP
urban designers
landscape architects
lead architects

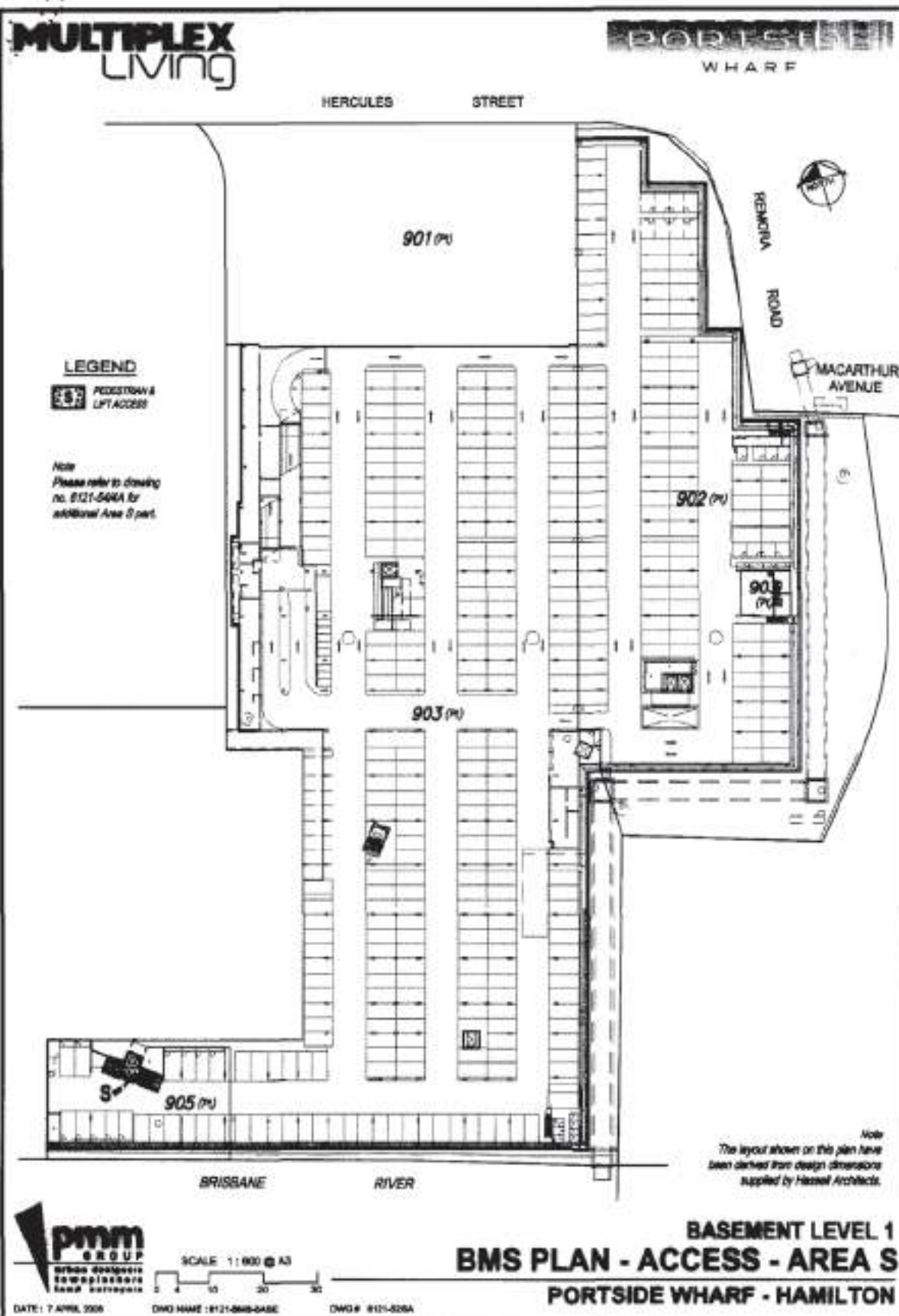
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DATE: 22 MAY 2008

DWG NAME: 8121-BMS-LV1

DWG #: 8121-045



MULTIPLEX
LIVING

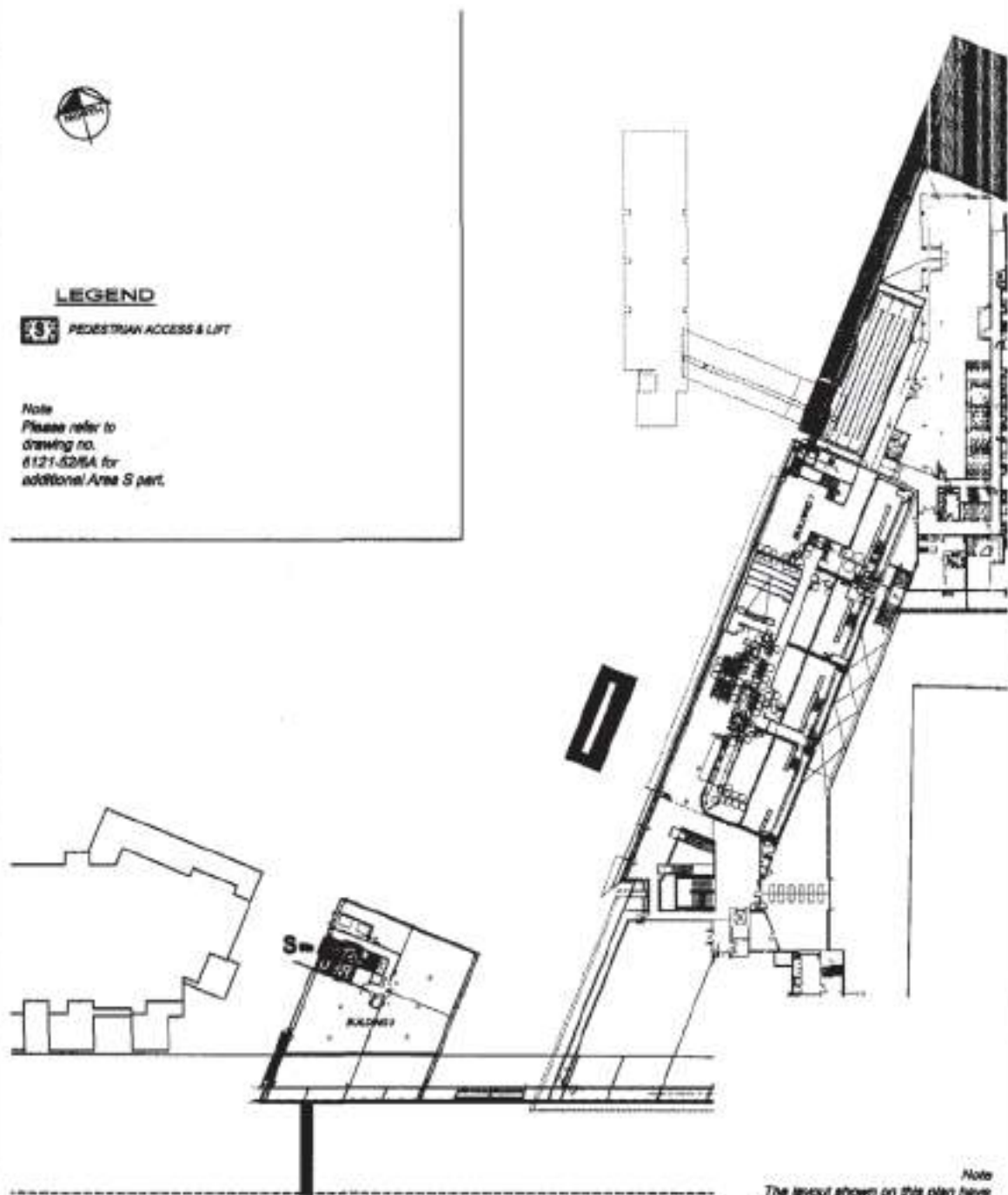
PORTSIDE
WHARF



LEGEND

 PEDESTRIAN ACCESS & LIFT

Note
Please refer to
drawing no.
6121-528A for
additional Area S part.



Note
The layout shown on this plan have
been derived from design dimensions
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BRISBANE

RIVER

SCALE 1:600 @ A3

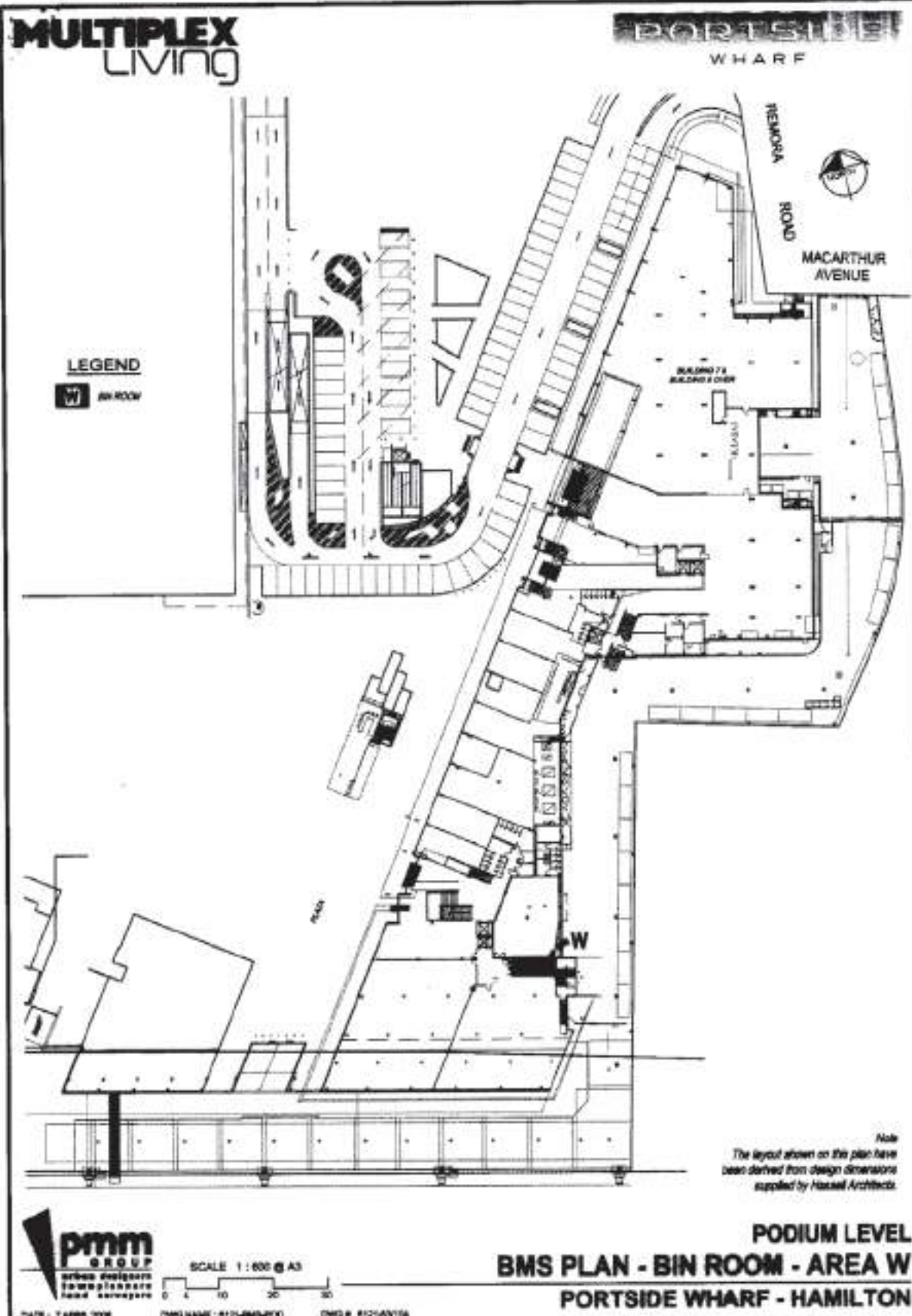


DATE: 7 APRIL 2008

DWG NAME: 6121-528A-LEV1

DWG.# 6121-528A

LEVEL 1
BMS PLAN - ACCESS - AREA S
PORTSIDE WHARF - HAMILTON



MULTIPLEX
LIVING

HERCULES

STREET

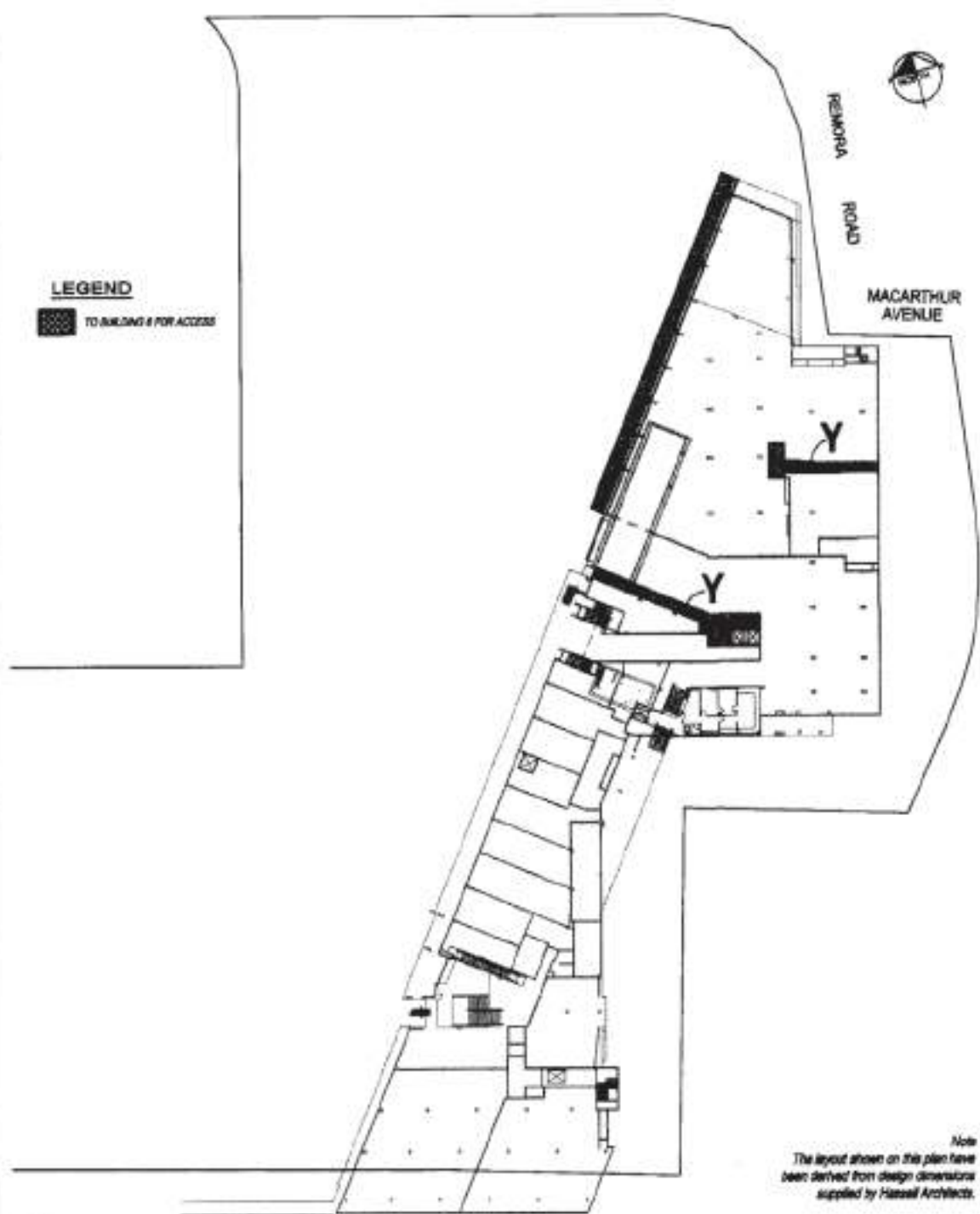
PORTSIDE
WHARF

LEGEND

 TO BUILDING 8 FOR ACCESS

REMONA
ROAD

MACARTHUR
AVENUE



Note
The layout shown on this plan have
been derived from design dimensions
supplied by Hassell Architects.



SCALE 1 : 600 @ A3

0 5 10 20 30

DATE : 8 MAY 2008

DWG NAME : 612-BMS-AREZ

DWG # : 612146

PODIUM - MEZZANINE LEVEL
BMS PLAN - ACCESS - AREA Y
PORTSIDE WHARF - HAMILTON

SCHEDULE

Title Reference 50542845 etc

ANNEXURE B

GFA Proportions

A. Stage 1 GFA Proportions

Initially, the GFA Proportions of the Principal Lots are:

Principal Lot	GFA Proportion	Percentage
Retail Lot	12,113*	42.82%
Terminal Lot	1,796	6.35%
Building 8	7,318	25.87%
Building 3	377	1.33%
Building 6	6,685*	23.63%

*Principal Lots subject to further development. The GFA Proportion is subject to change as additional buildings are constructed within the lot in accordance with part B.

B. Adjustment of GFA Proportions for Future Development

On completion of construction of a new building within the Mixed Use Precinct (including on any additional land incorporated into the Mixed Use Precinct under clause 11):

- for a Principal Lot which contains only one building or part of one building, the GFA Proportion for that Principal Lot will be the actual GFA of the part of the new building constructed within the Principal Lot;
- otherwise, the GFA Proportion for each Principal Lot within which the new building is constructed will be recalculated by adding the actual GFA of the part of the new building constructed within the Principal Lot and where applicable deducting the corresponding estimated GFA for the relevant part of the Principal Lot used for part A, namely:

Principal Lot	Components	Estimated GFA for Part A
Retail Lot	(a) Lot 903 on SP 169072 (Lots 601, 602 and 603 in the Retail Scheme)	8,358*
	(b) Lot 907 on SP 169072	
	(i) B2 retail (being the part of the lot in the general location identified on the plan in Annexure C)	1,300
	(ii) B4 retail (being the part of the lot in the general location identified on the plan in Annexure C)	1,800
	(iii) B6 retail (being the part of the lot in the general location identified on the plan in Annexure C)	655
		12,113

Title Reference 50542846 etc

* Constructed as part of stage 1 and not subject to adjustment

Example 1

A new building (building 2) is built partly within Lot 907 on SP 169072 (ground floor retail) and partly within lot 802 on SP 172618 (residential complex). The GFA of the retail component within lot 907 is 1,400 m².

Assuming no other changes have been made under part B, the GFA Proportion of the Retail Lot is recalculated as follows:

$$8,358 + 1,400 + 1,800 + 655 = 12,213$$

Example 2

A new building is constructed on part of the Future Development Land and is incorporated into the Mixed Use Precinct. The building contains a ground floor retail area of 500m² which becomes a lot in the Retail Scheme and a residential component of 10,000m² which is a separated lot but is not part of the Residential Scheme. Assuming no other changes have been made under part B, the GFA Proportions are recalculated as follows:

<i>Retail Lot</i>	<i>8,358 + 1,300 + 1,800 + 655 + 500 = 12,613</i>
<i>Terminal Lot</i>	<i>1,796</i>
<i>Building 8</i>	<i>7,318</i>
<i>Building 3</i>	<i>377</i>
<i>Building 6</i>	<i>6,686</i>
<i>New Building</i>	<i>10,000</i>

SCHEDULE

Form 20 Version 2
Page 61 of 62

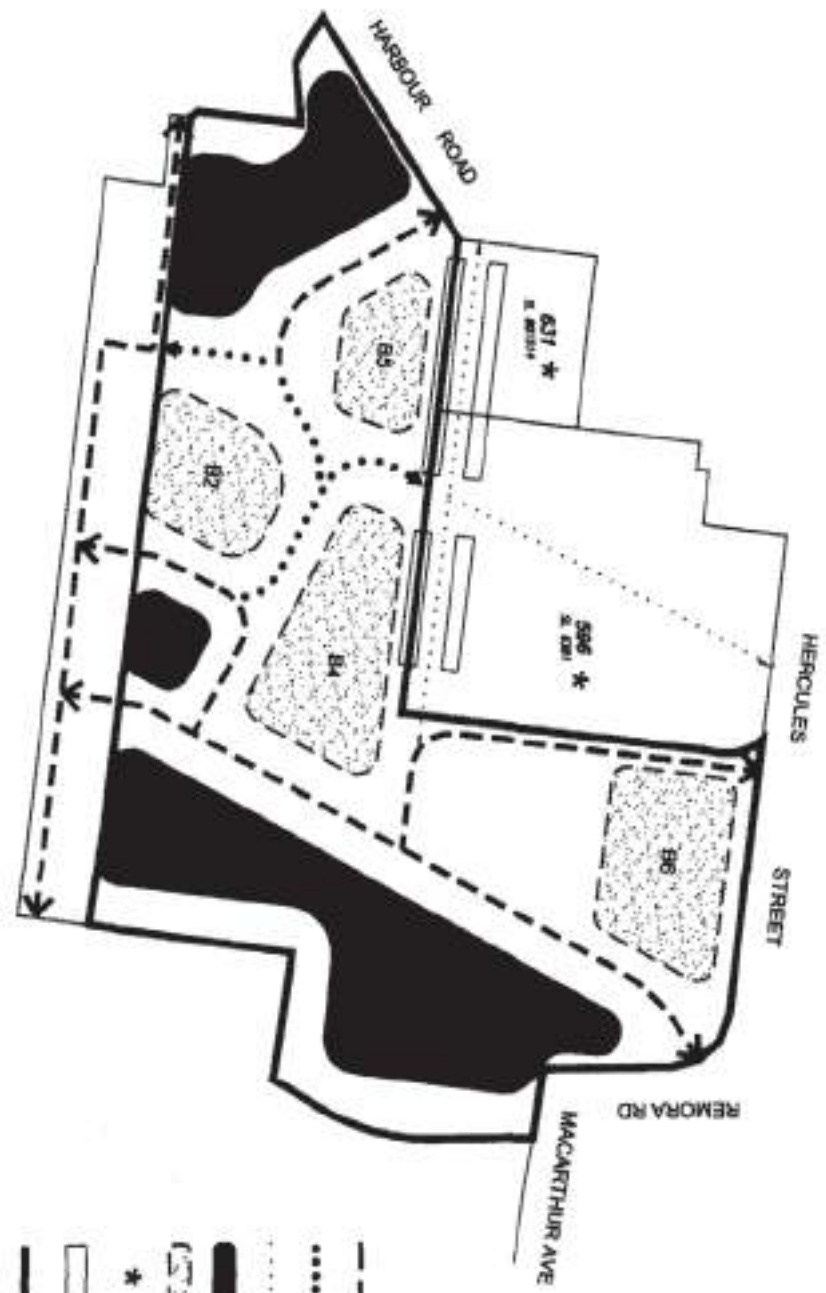
Title Reference 50542845 etc

ANNEXURE C

Concept Plan

MULTIPLEX
LIVING

PORTSIDE
WHARF



- LEGEND**
- PUBLIC THROUGHWAY
 - STAGE 1
 - PUBLIC THROUGHWAY
 - FUTURE STAGE
 - POSSIBLE FUTURE
 - PUBLIC THROUGHWAY
 - SHARED ACCESS
 - PROTECTING
 - ADJACENT
 - DEVELOPMENT STAGE 1
 - APPROVED DEVELOPMENT
 - FUTURE STAGE
 - FUTURE DEVELOPMENT LAND
 - SHARED ACCESS
 - APPROVED
 - POSSIBLE FUTURE SHARED
 - CARPARKING AND BAY ZONE
 - EXISTING 10' LOT 10' 4' 10'
 - ON (SPRINT) AND LOT 10'
 - ON (SPRINT)

pm
GROUP

SCALE 1:1250 (A3)

0 10 20 40 60 80

DATE: 12 JUNE 2008

PROJECT: BMS - FUTURE DEVELOPMENT

DRWG: 1001-001

PLAN A
BMS - FUTURE DEVELOPMENT
PORTSIDE WHARF

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
LOT 898 ON SP 169071	STANLEY	TOOMBUL	
LOT 998 ON SP 169071	STANLEY	TOOMBUL	
LOT 999 ON SP 169070	STANLEY	TOOMBUL	
LOT 631 ON CP SL801514	STANLEY	TOOMBUL	18014121
LOT 596 ON CP SL6381	STANLEY	TOOMBUL	50542845

2. Instrument being consented to

Instrument type BUILDING MANAGEMENT STATEMENT

Dated 2.11.06

Names of parties THE STATE OF QUEENSLAND (REPRESENTED BY THE CO-ORDINATOR GENERAL)

THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF PRIMARY INDUSTRIES AND FISHERIES)

THEODORE DAVID CATSOULIS AND MAREE CATSOULIS

3. Instrument under which consent required

Dealing Type LEASE

Dealing No. 707969704

Name of consenting party MULTIPLEX PORTSIDE WHARF PTY LTD ACN 099 793 489

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

Execution Date

Consenting Party's Signature
MULTIPLEX PORTSIDE WHARF PTY LTD
ACN 099 793 489

signature

01 / 11 / 06

full name

qualification

Director
Director/Secretary

(Witnessing officer must be in accordance with Schedule 1
of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
LOT 898 ON SP 169071	STANLEY	TOOMBUL	
LOT 998 ON SP 169071	STANLEY	TOOMBUL	
LOT 999 ON SP 169070	STANLEY	TOOMBUL	
LOT 631 ON CP SL 801514	STANLEY	TOOMBUL	18014121
LOT 596 ON CP SL 6381	STANLEY	TOOMBUL	50542845

2. Instrument being consented to

Instrument type BUILDING MANAGEMENT STATEMENT
Dated 2.11.06
Names of parties THE STATE OF QUEENSLAND (REPRESENTED BY THE CO-ORDINATOR GENERAL)
THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF PRIMARY INDUSTRIES AND FISHERIES)
THEODORE DAVID CATSOULIS AND MAREE CATSOULIS

3. Instrument under which consent required

Dealing Type MORTGAGE
Dealing No. 708814764
Name of consenting party ANZ FIDUCIARY SERVICES PTY LIMITED ABN 91 100 709 493

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2.

Witnessing officer must be aware of his/her obligations under section 182 of the Land Title Act 1994

Witnessing Officer

Execution Date

Consenting Party's Signature

signature

26/10/06

full name

qualification

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, Justice of the Peace)

Alexander A Strizhevsky
Justice of the Peace
Reg No: 156157

Date: 26/10/06.

GARRY QUAN
Senior Manager
Transaction Management

ANZ Fiduciary Services Pty Ltd ABN 91 100 709 493
by its duly appointed Attorney Garry Quan
Under Dealing No. 708603092 who
declares that he has received no notice
of revocation thereof.



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

AMENDMENT

Duty imprint

FORM 13 Version 6
Page 1 of 15



713625938

\$127.90

14/12/2010 15:20

BE 311

website

1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document Building Management Statement	HVL Ebsworth Lawyers GPO Box 2033 BRISBANE QLD 4001 Ref:JDW:MKL:184976 07 3020 2863	88A
Dealing Number 710148143		

2. Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

3. Grantor/Mortgagor/Lessor
See Enlarged Panel

4. Grantee/Mortgagee/Lessee
See Enlarged Panel

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)

Expiry date: / / AND/OR Event:

Option/s[#]:

Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~Item 5;~~ ~~Item 6~~ and attached schedule; attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Signature

See Enlarged Panel

full name

qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

/ /
Execution Date

Grantor's/Mortgagor's/Lessor's Signature

See Enlarged Panel

signature

full name

qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /
Execution Date

Grantee's/Mortgagee's/Lessee's Signature

Title Reference 50824237, 50641512, 50824238, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 50804272
and 50804273

2. Lot on Plan Description	County	Parish	Title Reference
Lot 921 on SP 231800	Stanley	Toombul	50824237
Lot 904 on SP 169072	Stanley	Toombul	50641512
Lot 922 on SP 231800	Stanley	Toombul	50824238
Lot 3 on SP 172658	Stanley	Toombul	50804272
Lot 4 on SP 172658	Stanley	Toombul	50804273
Lot 1 on SP 231749	Stanley	Toombul	50793521
Common Property and lots 301 to 312 on SP 174569	Stanley	Toombul	50641515 to 50641527
Common Property and lots 801 to 803 on SP 172640	Stanley	Toombul	50641534 to 50641537
Common Property and lots 801, 802, 804 to 835, 836 and 837 to 896 on SP 169057	Stanley	Toombul	50641569 to 50641603, 50710324 and 50641605 to 50641664
Common Property and lots 802, 804 and 805 on SP 172618	Stanley	Toombul	50648148 and 50648150 to 50648152
Common Property and lots 101 to 163 on SP 172615	Stanley	Toombul	50648161 to 50648224

Title Reference 50824237, 50641512, 50824238, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 50804272
and 50804273

3. Grantor/Mortgagor/Lessor

Rivana Development Pty Ltd ACN 146 311 659
Brisbane Cruise Wharf Pty Ltd ACN 098 923 785
Multiplex Portside Wharf Pty Ltd ACN 099 793 469
Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870
Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd ACN 127 026 395
Body Corporate for Loft at Portside Community Titles Scheme 36241
Body Corporate for Portside Wharf Commercial Community Titles Scheme 36242
Body Corporate for Flare at Portside Community Titles Scheme 36243
Body Corporate for Portside Wharf Principal Community Titles Scheme 36407
Body Corporate for Infinity at Portside Community Titles Scheme 36408

4. Grantee/Mortgagee/Lessee

Rivana Development Pty Ltd ACN 146 311 659
Brisbane Cruise Wharf Pty Ltd ACN 098 923 785
Multiplex Portside Wharf Pty Ltd ACN 099 793 469
Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870
Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd ACN 127 026 395
Body Corporate for Loft at Portside Community Titles Scheme 36241
Body Corporate for Portside Wharf Commercial Community Titles Scheme 36242
Body Corporate for Flare at Portside Community Titles Scheme 36243
Body Corporate for Portside Wharf Principal Community Titles Scheme 36407
Body Corporate for Infinity at Portside Community Titles Scheme 36408

508 24237 508 24238
Title Reference ~~50844699~~, 50641512, ~~50641514~~, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50541605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 50804272
and 50804273

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with—*item 5; *item 5
and attached schedule; *attached schedule.

* delete if not applicable

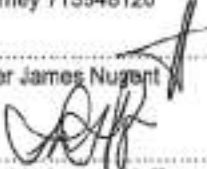
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Rivana Development Pty Ltd ACN 146 311 659 by
the named attorneys under registered power of
attorney 713548120

 signature
Kathryn Jane Brown full name
Commissioner of Declarations qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

4 11 110
Execution Date

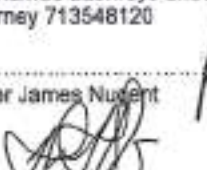

Peter James Nugent
Huw Marius van Hoffen
Grantor's/Mortgagor's/Lessor's Signature

Rivana Development Pty Ltd ACN 146 311 659 by
the named attorneys under registered power of
attorney 713548120

 signature
Kathryn Jane Brown full name
Commissioner of Declarations qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

4 11 110
Execution Date


Peter James Nugent
Huw Marius van Hoffen
Grantee's/Mortgagee's/Lessee's Signature

Title Reference ^{508242 27} ~~50841569~~, ^{508242 28} ~~50841512, 50841544~~, 50793521, 50710324, 50841515 to 50841527, 50841534 to 50841537
50841569 to 50841603, 50841605 to 50841664, 50848148, 50848150 to 50848152, 50848161 to 50848224, ⁵⁰⁸⁴²¹²
~~5084212~~ and ⁵⁰⁸⁴²⁷³
~~5084273~~

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~Item 5~~ ^{Item 5}
and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

..... signature
..... full name
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

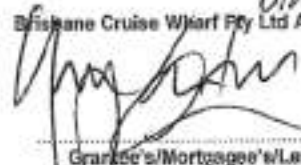
Brisbane Cruise Wharf Pty Ltd ACN 098 923 785

31/8/11
Execution Date


.....
Grantor's/Mortgagor's/Lessor's Signature
~~TIM HARRIS~~ ^{Director} ~~SECRETARY~~ ^{SECRETARY}
GEORGE KOSTAS

Brisbane Cruise Wharf Pty Ltd ACN 098 923 785

31/8/11
Execution Date


.....
Grantor's/Mortgagor's/Lessor's Signature
NEIL OLOFSSON
COMPANY SECRETARY

Title Reference ~~50841509~~ ⁵⁰⁸²⁴¹²⁷ ~~50641512, 50641514~~ ⁵⁰⁸²⁴²²⁸, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641606 to 50641684, 50648148, 50648150 to 50648152, 50648161 to 50648224, ~~50608272~~
and ~~50804213~~

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~Item 5; Item 6~~
and attached schedule ~~*attached schedule~~.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature

..... full name

..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

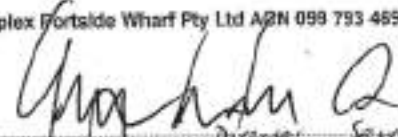
..... signature

..... full name

..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Multiplex Portside Wharf Pty Ltd ABN 099 793 469


Director Secretary
Grantor's/Mortgagor's/Lessor's Signature
~~TIA HARTS~~ GEORGE KOONAS

Multiplex Portside Wharf Pty Ltd ABN 099 793 469


Director
Grantee's/Mortgagee's/Lessee's Signature

NEIL OLOFSSON
COMPANY SECRETARY

Title Reference ⁵⁰⁸²⁴²³⁷ 50841509, ⁵⁰⁸²⁴²³⁸ 50841512, 50841514, 50793521, 50710324, 50841515 to 50841527, 50841534 to 50841537
50841589 to 50841603, 50841605 to 50841654, 50848148, 50848150 to 50848152, 50848161 to 50848224, 50804272
and 50804273

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ^{Item 5} Item 5, ^{Item 6} Item 6 and ^{attached schedule} attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


Signature
Shamus Michael Cahill full name
Solicitor qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

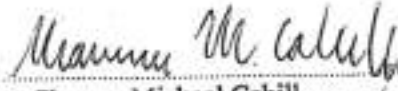
Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870

Justin Mark Mitchell
20/7/15
Execution Date


Grantor's/Mortgagor's/Lessor's Signature
Robyn Lynette Soranson

Company Secretary

Oakstand No. 15 Hercules Street Pty Ltd ACN 144 023 870


Signature
Shamus Michael Cahill full name
Solicitor qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

20/7/15
Execution Date


Grantee's/Mortgagee's/Lessee's Signature

Robyn Lynette Soranson
Company Secretary

Title Reference ⁵⁰⁶²⁴¹²¹ 50641509, ⁵⁰⁶²⁴¹²² 50641512, ~~50641544~~, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648162, 50648161 to 50648224, ⁵⁰⁶⁴²⁷¹ 5064271
and 5064272

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~Item 5;~~ Item 5
and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... Signature

..... full name

..... qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

..... signature

..... full name

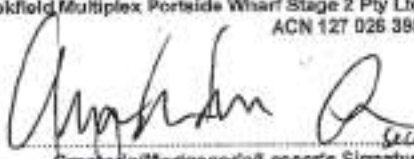
..... qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd
ACN 127 026 395

31/8/10
Execution Date


Grantor's/Mortgagor's/Lessor's Signature
TIM HARRIS GEORGE KOSTAS
Director

Brookfield Multiplex Portside Wharf Stage 2 Pty Ltd
ACN 127 026 395

31/8/10
Execution Date


Grantee's/Mortgagee's/Lessee's Signature
NEIL OLOFSSON
COMPANY SECRETARY

Title Reference ^{COB24227} 50641509, ^{COB246135} 50641512, 50041514, 50793521, 50710324, 50641515 to 50641527, 50641634 to 50641537
 50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 5094272
 and 50904273

6. Request/Execution

The parties identified in Items 3 and 4 agree that the instrument/document in Item 1 is amended in accordance with—Item 5; *Item 5 and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Body Corporate for Loft at Portside
Community Titles Scheme 35241

Day-Left
KATHLEEN GILBERT
JUSTICE OF THE PEACE
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner or J.P.)

Witnessing Officer
(Witnessing officer must be in accordance with the schedule of Land Title Act 1994 eg legal Practitioner)

Body Corporate for Loft at Portside
Community Titles Scheme 36241

26 10 The
Executive Date **The Common Seal** of
Grantor's Mortgage or Lessor's Signature
Dorinda Dellimore
Chairperson
Body Corporate for Loft at Portside

Body Corporate for Loft at Portside
Community Titles Scheme 36241

2618110
Execution Date

Grantee's/Grantee's/Lessee's Signature
Chairperson

Committee
Member

2618110
Execution Date

Grantee's Signature
L. J. [Signature]
Lender's Signature
[Signature]
Mortgagee's Signature
[Signature]
Witness's Signature
[Signature]

BOARD OF DIRECTORS FOR LOFT AT PORTSIDE CTS SOCIETY

The Common Seal of

★

Title Reference ~~50641500~~ 50641512, ~~50641514~~ 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224 ~~5064171~~
and 5064273

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~Item 5~~ Item 6
and attached schedule, attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Body Corporate for Portside Wharf Commercial
Community Titles Scheme 36242

Signature
Murray Douglas
Witnessing Officer
(Witnessing officer must be in accordance with Schedule
of Land Title Act 1994 eg Legal Practitioner, JP, etc.)



Signature
Grantor's/Mortgagor's/Lessor's Signature
Lee Stuart Butcher
Secretary and
Chairman

Signature
Murray Douglas
Witnessing Officer
(Witnessing officer must be in accordance with Schedule
of Land Title Act 1994 eg Legal Practitioner, JP, etc.)



Signature
Grantee's/Mortgagee's/Lessee's Signature
Treasurer
Graham Davis
Secretary and
Chairman

Str 14/2 17 Str 14/2 33
Title Reference ~~50641569~~, 50641512, ~~50641514~~, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 50648272
and 50648273

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with ~~Item 5~~ ~~Item 5~~
and ~~attached schedule~~ attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


Signature
Michael Scott Harris full name
JP Qual 40121 qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)


Signature
Michael Scott Harris full name
JP Qual 40121 qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Body Corporate for Flare at Portside
Community Titles Scheme 36243

The Grantor's/Lessor's Signature
Phil Webster Chairman
Ray Smedley Secretary
Body Corporate for Flare at Portside
Community Titles Scheme 36243

12, 3, 10
Execution Date
The Common Seal of
Body Corporate for Flare at Portside
Community Titles Scheme 36243
The Grantee's/Mortgagee's/Lessee's Signature
Ray Smedley Secretary
Phil Webster Chairman

508 24257 SUR 14225
Title Reference ~~50641569~~, 50641512, ~~50641544~~, 50793621, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, ~~5064822~~
and ~~50504173~~

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with item 5; item 6 and attached schedule; *attached schedule.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Body Corporate for Portside Wharf Principal
Community Titles Scheme 36407

Signature
Murray Douglas Gordon

2016/10
Execution Date

Grantor's/Mortgagor's/Lessor's Signature
Lee Susan Gordon
Secretary

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, U Off)

signature
Murray Douglas Gordon

2016/10
Execution Date

Grantee's/Mortgagee's/Lessee's Signature
Lee Susan Gordon
Secretary

Justice of the Peace
Qualification
Justice & Attorney General

Body Corporate for Portside Wharf Principal
Community Titles Scheme 36407

The
Common
Seal
of

Body Corporate for Portside Wharf Principal
Community Titles Scheme 36407

The
Common
Seal
of

Body Corporate for Portside Wharf Principal
Community Titles Scheme 36407

Title Reference ⁵⁰⁸¹⁴²¹⁷ 50841000, ⁵⁰⁸¹⁴²¹⁸ 50841512, ~~50841514~~, 50793521, 50710324, 50841515 to 50841527, 50841534 to 50841537
50841569 to 50841603, 50841606 to 50841664, 50848148, 50848150 to 50848152, 50848161 to 50848224, ⁵⁰⁸⁴¹⁵¹⁶ and 50841517

6. Request/Execution

The parties identified in Items 3 and 4 agree that the instrument/document in Item 1 is amended in accordance with:—Item 5; Item 6
and attached schedule; *attached schedule.

* delete if not applicable

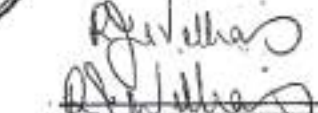
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


Signature
Michael Scott Harrison full name
JP Qual 10121 qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner JP, C Dec)


signature
Michael Scott Harrison full name
JP Qual 10121 qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Body Corporate for Infinity at Portside
Community Titles Scheme 36408

Rick Williams
Chairman
Secretary
Grantor's/Mortgagor's/Lessor's Signature
Rick Williams
Secretary

12/3/2006
Expiry Date
Body Corporate for Infinity at Portside
Community Titles Scheme 36408

Carl Nassman
Chairman
Rick Williams
Secretary
Grantor's/Mortgagor's/Lessee's Signature
Carl Nassman
Chairman
Rick Williams
Secretary

Sub 24/237 Sub 24/238
Title Reference ~~50641509~~, 50641512, ~~50641514~~, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641589 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 50804272
and 50804273

Part A of Annexure B of the Building Management Statement is deleted and the following inserted:

ANNEXURE B

GFA Proportions

A. Stage 1 GFA Proportions

The GFA Proportions of the Principal Lots are:

Principal Lot	GFA Proportion	Percentage
Retail Lot	10,648	40.88%
Terminal Lot	1,021	3.92%
Building 8	7,318	28.09%
Building 3	377	1.45%
Building 6	6,686	25.66%

*Principal Lots subject to further development. The GFA Proportion is subject to change as additional buildings are constructed within the lot in accordance with Part B.

B. Adjustment of GFA Proportions for Future Development

On completion of construction of a new building within the Mixed Use Precinct (including on any additional land incorporated into the Mixed Use Precinct under clause 11):

- for a Principal Lot which contains only one building or part of one building, the GFA Proportion for that Principal Lot will be the actual GFA of the part of the new building constructed within the Principal Lot;
- otherwise, the GFA Proportion for each Principal Lot within which the new building is constructed will be recalculated by adding the actual GFA of the part of the new building constructed within the Principal Lot and where applicable deducting the corresponding estimated GFA for the relevant part of the Principal Lot used for part A, namely:

Principal Lot	Components	Estimated GFA for Part A
Retail Lot	(a) Lot 903 on SP 169072 (Lots 601, 602 and 603 in the Retail Scheme)	8,358 *
	(b) Lot 907 on SP 169074 – B4 retail	1,480
	(c) Proposed Lot 905	775
	(d) Proposed Lot 906	35
		10,648

* Constructed as part of stage 1 and not subject to adjustment

Title Reference ^{506 142 37}50641509, ^{506 142 35}50641512, 50641514, 50793521, 50710324, 50641515 to 50641527, 50641534 to 50641537
50641569 to 50641603, 50641605 to 50641664, 50648148, 50648150 to 50648152, 50648161 to 50648224, 50804272
and 50804273

Example 1

A new building is built partly within Lot 905 (ground floor retail) and partly within Lot 802 on SP 172618 (residential complex). The GFA of the retail component within Lot 905 is 875.

Assuming no other changes have been made under part B, the GFA Proportion of the Retail Lot is recalculated as follows:

$$10,648 - 775 + 875 = 10,748$$

Example 2

A new building is constructed on part of the Future Development Land and is incorporated into the Mixed Use Precinct. The building contains a ground floor retail area of 500m² which becomes a lot in the Retail Scheme and a residential component of 10,000m² which is a separated lot but is not part of the Residential Scheme. Assuming no other changes have been made under part B, the GFA Proportions are recalculated as follows:

Retail Lot	$8,358 + 1,480 + 775 + 35 + 500 = 11,148$
Terminal Lot	1,021
Building 8	7,318
Building 3	377
Building 6	6,686
New Building	10,000

BCCM

Form 33

Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 02/04/2026

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

PINNACLE PORTSIDE WHARF

CTS No. **47105**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Strata Management Group**

Company: **Strata Management Group P/L**

Phone: **07 3267 1888**

Email: **admin@stratamg.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **20809**

Plan type and number: **213402**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

Yes

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

Yes

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

listed in the community management statement

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: **1,099**
Total contribution schedule lot entitlements for all lots: **179,076**

Interest schedule

Interest schedule lot entitlement for the lot: **836**
Total interest schedule lot entitlements for all lots: **141,883**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate’s administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, **YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.** Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **20809** for the current financial year: \$ **7,627.06**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **20 %**

Monthly penalty for overdue contributions (if applicable): **2.50 %**

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 31/07/25	01/04/25	1,846.32	1,477.06	04/03/25
01/08/25 to 30/11/25	15/08/25	2,890.37	2,312.30	04/08/25
01/12/25 to 31/03/26	01/12/25	2,890.37	2,312.30	05/11/25
01/04/26****31/07/26	01/04/26	2,538.69	2,030.95	
			Amount overdue	\$2,538.69
			Amount Unpaid including amounts billed not yet due	\$2,538.69

Sinking fund contributions

Total amount of contributions (before any discount) for lot **20809** for the current financial year: \$ **2,890.37**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 31/07/25	01/04/25	956.13	764.90	04/03/25
01/08/25 to 30/11/25	15/08/25	967.12	773.70	04/08/25
01/12/25 to 31/03/26	01/12/25	967.12	773.70	05/11/25
01/04/26****31/07/26	01/04/26	956.13	764.90	
			Amount overdue	\$956.13
			Amount Unpaid including amounts billed not yet due	\$956.13

Special contributions - Administrative Fund (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Special contributions - Sinking Fund (IF ANY)

Date determined: **07/03/26** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **1** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
15/04/26	1,659.49	1,659.49	
		Amount overdue	Nil
		Amount Unpaid including amounts billed not yet due	\$1,659.49

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/04/25 to 31/07/25	01/04/25	300.96	300.96	04/03/25
Insurance Fund	01/08/25 to 30/11/25	15/08/25	334.40	334.40	04/08/25
Insurance Fund	01/12/25 to 31/03/26	01/12/25	334.40	334.40	05/11/25
Insurance Fund	01/04/26 to 31/07/26	01/04/26	326.04	326.04	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	\$3,494.82
Special contributions	Nil
Other contributions	\$326.04
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$5,480.35)	\$3,820.86

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 1,558,509.34

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date Description Conditions

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Trident Ultimate Pool Robot	Plant and Machinery		Alders Pool	\$0.00	\$0.00	\$3,499.00
10 air-con condenser fans	Plant and Machinery	25/08/00	Chadwicks	\$0.00	\$0.00	\$10,000.00
Outdoor pool area furniture	Other	10/12/15		\$0.00	\$0.00	\$1,278.95
Kimberly sunlounges shadow outdoor chairs+table	Other	17/02/16	Super Amart 194 Sandgate Road Virgina, QLD 414	\$0.00	\$0.00	\$2,077.00
1 x folding table 9 x folding chairs	Other	22/03/19		\$0.00	\$0.00	\$126.50
1 med balll storage rack 2 yoga stretch mats	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 Indoor rower 1 adjustable ab/decline bench	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 4kg rubber med ball 1 5kg med ball	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 activate cross trainer 1 active treadmill	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 55cm anti burst sabilty ball	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 2kg rubber medicine ball 1 3kg rubber medicine bal	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 activate upright lifecycle 1 activate recumbent LC	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 65cm anti burst stability ball	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 reebok areobic step 1 12 mth service aggreement	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
1 chin dip leg raise 1 1kg	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
rubber medicine ball						
3 umbrellas	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
2 x 2 seater lounge chairs 4 x	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
signgle long chairs						
2 x outdoor tables 2 x outdoor	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
coffee tables						
6 x sunlounges 12 x outdoor	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
chairs						
1 x ottoman, 2 side tables, 2	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
planters						
1 x outdoor bar table 4 x	Other	22/03/19	Developer	\$0.00	\$0.00	\$0.00
outdoor bar stools						
Refrigerator	Other	19/12/19		\$0.00	\$0.00	\$3,000.00
Pool Heat Pump	Plant and Machinery	13/05/22	Australia Energy Systems	\$0.00	\$0.00	\$29,016.00
BBQ & Gas Conversion	Furniture & Fittings	26/08/22	Reliable Plumbing Gas & Solar	\$0.00	\$0.00	\$2,469.90
Sunflower (Birch)	Furniture & Fittings	01/07/23	Lot 20010	\$0.00	\$0.00	\$2,510.00
Code: 20125601						
High quality quartz clock						

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Chubb Insurance Australia Ltd	04GS018100	89,209,147.00	247,360.73	31/03/27	See Policy
OFFICE BEARERS LIAB. Chubb Insurance Australia Ltd	04GS018100	5,000,000.00		31/03/27	
PUBLIC LIABILITY Chubb Insurance Australia Ltd	04GS018100	50,000,000.00		31/03/27	
VOLUNTARY WORKERS Chubb Insurance Australia Ltd	04GS018100	\$200,000/\$2,000		31/03/27	
WORKERS COMPENSATION WORKCOVER QUEENSLAND	WSM250760970	Accident Policy	257.86	30/06/26	

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: Pinnacle Aurora Management Rights Pty Ltd

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: Pinnacle Aurora Management Rights Pty Ltd

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s Andrew Peters

Positions/s held Director

Date 02/04/2026

Signed by:

Signature/s

Andrew Peters

B54D01F79FC3474...

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

GENERAL REQUEST

Duty Imprint Page 1 of 1

724071321

ing Number

EL 470 \$113.04

22/05/2025 09:04:09

OFFICE USE ONLY

Correction or information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request

Request to record new Community Management
Statement for Pinnacle Portside Wharf
Community Titles Scheme 47105

Lodger (Name, address, E-mail & phone number)

Strata Management Group
PO Box 5258 West End
PH: 07 3267 1888

Lodger
Code

2460

2. Lot on Plan Description

Common Property of Pinnacle Portside
Wharf Community Titles Scheme 47105

Title

Reference

50984919

3. Registered Proprietor/State Lessee

Body Corporate for Pinnacle Portside Wharf Community Titles Scheme 47105

4. Interest

NOT APPLICABLE

5. Applicant

Body Corporate for Pinnacle Portside Wharf Community Titles Scheme 47105

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E of the existing Community Management Statement be recorded as the New Community Management Statement for Pinnacle Portside Wharf Community Titles Scheme 47105.

7. Execution by applicant

Body Corporate for Pinnacle Portside Wharf Community Titles Scheme 47105

21 / 05 / 2025

Execution Date

Applicant's Signature

Gregory Ford
Chairperson

21 / 05 / 2025

Execution Date

Applicant's Signature

Jenny Manwaring
Secretary

47105

ATED WITH:
L REQUEST; AND

This statement incorporates and must
include the following:

- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS
OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme	2. Regulation module
PINNACLE PORTSIDE WHARF COMMUNITY TITLES SCHEME 47105	ACCOMMODATION
3. Name of body corporate	
BODY CORPORATE FOR PINNACLE PORTSIDE WHARF COMMUNITY TITLES SCHEME 47105	

4. Scheme land

Lot on Plan Description

LOT 20501-20515, 20101-20104, 20201-20212, 20301-20312, 20401-20412, 20501-20504, 20505-20512, 20601-20604, 20605-20612, 20701-20704, 20705-20712, 20801-20804, 20805-20812, 20901-20904, 20905-20912, 21001-21004, 21005-21012, 21101-21112, 21201-21212, 21301-21312, AND 21401-21405 ON SP 213402.

Title Reference

50984920 to
50985081

Common Property for Pinnacle Portside Wharf Community Titles Scheme 47105

50984919

5. *Name and address of original owner	6. Reference to plan lodged with this statement
NOT APPLICABLE	NOT APPLICABLE

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

SEE FORM 20 – BCCM EXECUTION

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name		CTS Number	
PINNACLE PORTSIDE WHARF COMMUNITY TITLES SCHEME		47105	
2. Module Type of BCCM Scheme		Instrument being executed (using this certificate)	
Accommodation Module		New CMS	
3. Execution by the Body Corporate for the above Scheme*			
Signature		Signature	
Signer Name	Gregory Ford	Signer Name	Jenny Manwaring
Signer Authority	Chairperson of the Body Corporate Committee	Signer Authority	Secretary of the Body Corporate Committee
Entity (if applicable)		Entity (if applicable)	
Execution Date	21 / 05 / 2025	Execution Date	21 / 05 / 2025

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the Body Corporate and Community Management Act 1997.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate – Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the Acquisition of Land Act 1967 and Section 51 or 51A of the Body Corporate and Community Management Act 1997. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2066] of the Land Title Practice Manual.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 20001 on SP 213402	1088	924
Lot 20002 on SP 213402	1078	908
Lot 20003 on SP 213402	1118	979
Lot 20004 on SP 213402	1089	957
Lot 20005 on SP 213402	1090	957
Lot 20006 on SP 213402	1081	935
Lot 20007 on SP 213402	1081	902
Lot 20008 on SP 213402	1085	957
Lot 20009 on SP 213402	1126	990
Lot 20010 on SP 213402	1085	935
Lot 20011 on SP 213402	1083	935
Lot 20012 on SP 213402	1083	935
Lot 20013 on SP 213402	1087	858
Lot 20014 on SP 213402	1092	825
Lot 20015 on SP 213402	1096	715
Lot 20101 on SP 213402	1067	726
Lot 20102 on SP 213402	873	424
Lot 20103 on SP 213402	1066	600
Lot 20104 on SP 213402	1066	622
Lot 20201 on SP 213402	1071	737
Lot 20202 on SP 213402	1073	748
Lot 20203 on SP 213402	1076	864
Lot 20204 on SP 213402	1071	847
Lot 20205 on SP 213402	1072	836
Lot 20206 on SP 213402	1284	1045
Lot 20207 on SP 213402	1074	748
Lot 20208 on SP 213402	876	451
Lot 20209 on SP 213402	1072	737
Lot 20210 on SP 213402	877	429
Lot 20211 on SP 213402	1071	605
Lot 20212 on SP 213402	1071	627
Lot 20301 on SP 213402	1075	748
Lot 20302 on SP 213402	1075	759
Lot 20303 on SP 213402	1081	875
Lot 20304 on SP 213402	1074	858
Lot 20305 on SP 213402	1075	847
Lot 20306 on SP 213402	1288	1078
Lot 20307 on SP 213402	1077	759
Lot 20308 on SP 213402	881	462
Lot 20309 on SP 213402	1075	748
Lot 20310 on SP 213402	882	440

Lot on Plan	Contribution	Interest
Lot 20311 on SP 213402	1075	616
Lot 20312 on SP 213402	1075	638
Lot 20401 on SP 213402	1079	759
Lot 20402 on SP 213402	1080	770
Lot 20403 on SP 213402	1085	886
Lot 20404 on SP 213402	1079	869
Lot 20405 on SP 213402	1080	858
Lot 20406 on SP 213402	1293	1111
Lot 20407 on SP 213402	1081	770
Lot 20408 on SP 213402	885	468
Lot 20409 on SP 213402	1080	781
Lot 20410 on SP 213402	887	446
Lot 20411 on SP 213402	1080	622
Lot 20412 on SP 213402	1080	644
Lot 20501 on SP 213402	1084	814
Lot 20502 on SP 213402	1085	825
Lot 20503 on SP 213402	1290	1320
Lot 20504 on SP 213402	1290	1276
Lot 20506 on SP 213402	1298	1144
Lot 20507 on SP 213402	1086	781
Lot 20508 on SP 213402	890	479
Lot 20509 on SP 213402	1085	792
Lot 20510 on SP 213402	891	457
Lot 20511 on SP 213402	1085	633
Lot 20512 on SP 213402	1085	655
Lot 20601 on SP 213402	1089	825
Lot 20602 on SP 213402	1089	836
Lot 20603 on SP 213402	1295	1342
Lot 20604 on SP 213402	1295	1298
Lot 20606 on SP 213402	1302	1177
Lot 20607 on SP 213402	1091	803
Lot 20608 on SP 213402	895	490
Lot 20609 on SP 213402	1089	814
Lot 20610 on SP 213402	896	462
Lot 20611 on SP 213402	1089	638
Lot 20612 on SP 213402	1089	660
Lot 20701 on SP 213402	1093	836
Lot 20702 on SP 213402	1094	847
Lot 20703 on SP 213402	1299	1364
Lot 20704 on SP 213402	1299	1320
Lot 20706 on SP 213402	1307	1210
Lot 20707 on SP 213402	1095	814
Lot 20708 on SP 213402	899	501
Lot 20709 on SP 213402	1094	825

Lot on Plan	Contribution	Interest
Lot 20710 on SP 213402	901	473
Lot 20711 on SP 213402	1094	649
Lot 20712 on SP 213402	1094	671
Lot 20801 on SP 213402	1098	847
Lot 20802 on SP 213402	1099	858
Lot 20803 on SP 213402	1304	1386
Lot 20804 on SP 213402	1304	1342
Lot 20806 on SP 213402	1312	1243
Lot 20807 on SP 213402	1100	825
Lot 20808 on SP 213402	904	506
Lot 20809 on SP 213402	1099	836
Lot 20810 on SP 213402	905	479
Lot 20811 on SP 213402	1099	655
Lot 20812 on SP 213402	1099	677
Lot 20901 on SP 213402	1103	858
Lot 20902 on SP 213402	1103	869
Lot 20903 on SP 213402	1309	1408
Lot 20904 on SP 213402	1309	1384
Lot 20906 on SP 213402	1316	1276
Lot 20907 on SP 213402	1105	836
Lot 20908 on SP 213402	909	517
Lot 20909 on SP 213402	1103	847
Lot 20910 on SP 213402	910	490
Lot 20911 on SP 213402	1103	866
Lot 20912 on SP 213402	1103	888
Lot 21001 on SP 213402	1108	869
Lot 21002 on SP 213402	1108	860
Lot 21003 on SP 213402	1313	1430
Lot 21004 on SP 213402	1313	1386
Lot 21006 on SP 213402	1321	1309
Lot 21007 on SP 213402	1109	847
Lot 21008 on SP 213402	913	523
Lot 21009 on SP 213402	1108	858
Lot 21010 on SP 213402	915	495
Lot 21011 on SP 213402	1108	671
Lot 21012 on SP 213402	1108	693
Lot 21101 on SP 213402	1112	880
Lot 21102 on SP 213402	1113	891
Lot 21103 on SP 213402	1118	979
Lot 21104 on SP 213402	1112	946
Lot 21105 on SP 213402	1113	935
Lot 21106 on SP 213402	1326	1342
Lot 21107 on SP 213402	1114	858
Lot 21108 on SP 213402	918	534

Lot on Plan	Contribution	Interest
Lot 21109 on SP 213402	1113	869
Lot 21110 on SP 213402	919	506
Lot 21111 on SP 213402	1113	682
Lot 21112 on SP 213402	1113	704
Lot 21201 on SP 213402	1117	891
Lot 21202 on SP 213402	1118	902
Lot 21203 on SP 213402	1123	990
Lot 21204 on SP 213402	1116	957
Lot 21205 on SP 213402	1118	946
Lot 21206 on SP 213402	1330	1408
Lot 21207 on SP 213402	1119	924
Lot 21208 on SP 213402	923	550
Lot 21209 on SP 213402	1118	902
Lot 21210 on SP 213402	924	512
Lot 21211 on SP 213402	1118	688
Lot 21212 on SP 213402	1118	710
Lot 21301 on SP 213402	1122	902
Lot 21302 on SP 213402	1122	913
Lot 21303 on SP 213402	1127	1001
Lot 21304 on SP 213402	1121	968
Lot 21305 on SP 213402	1122	957
Lot 21306 on SP 213402	1335	1441
Lot 21307 on SP 213402	1123	935
Lot 21308 on SP 213402	927	561
Lot 21309 on SP 213402	1122	913
Lot 21310 on SP 213402	929	523
Lot 21311 on SP 213402	1122	699
Lot 21312 on SP 213402	1122	721
Lot 21401 on SP 213402	1396	1760
Lot 21402 on SP 213402	1376	2255
Lot 21403 on SP 213402	1390	2420
Lot 21404 on SP 213402	1395	2503
Lot 21405 on SP 213402	1398	1870
TOTALS	179076	141883

A. Deciding Contribution Schedule Lot Entitlements (CSLE)

The CSLE have been decided using the equality principle as defined in the Body Corporate and Community Management Act 1997 (BCCM).

The CSLE for the scheme are not equal. As required by s46A of the BCCM, the CSLE demonstrates the relationship between the lots by reference to one or more of the following factors (Factors):

- How the scheme is structured;
- The nature, features and characteristics of the lots in the scheme;
- The purposes for which the lots are used;
- The impact the lots have on the costs of maintaining the common property, and
- The market values of the lots.

We discuss each of the factors, and their applicability, below.

(a) How the Scheme is structured

The scheme is part of a layered arrangement of community titles scheme (comprising a principal scheme and subsidiary scheme). However, the structure of the scheme does not affect the CSLE.

(b) Nature, Features and Characteristics of the Lots

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following increases the burden that a lot places on the body corporate costs for the maintenance, cleaning and repair of the common property:

- (i) **The level of the building on which the lot is situated:** Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (ii) **The area of the lot:** Additional entitlements are added the greater the size of the lot. The larger the area of the lot the greater demand on the support and shelter costs.
- (iii) **The number of potential occupants:** Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays.

(c) The Purposes for which the Lots are Used

Each of the lots in the scheme is used for residential purposes and consequently this factor does not affect the CSLE.

(d) The Impact the Lots have on the Costs of Maintaining the Common Property

The factors listed in item (b) Nature, Features and Characteristics of the Lots have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

(e) The Market Value of the Lots

In respect to the scheme it is not considered that the market value of the lots affect the CSLE.

B. Deciding Interest Schedule Lot Entitlements (ISLE)

The ISLE for the scheme have been decided using the market value principle as defined in the BCCM.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Overview

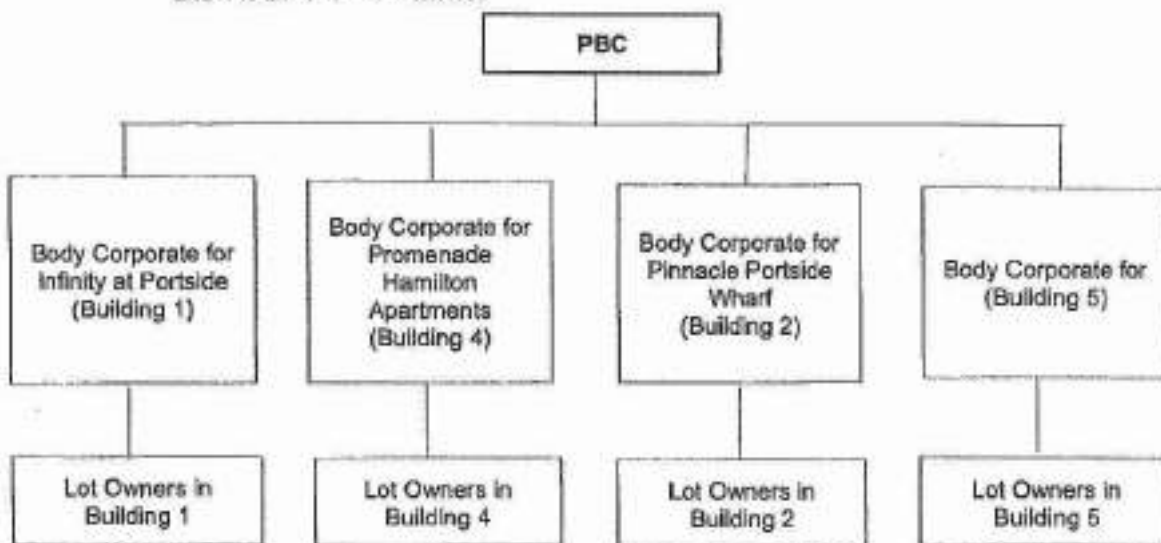
1. Pinnacle Portside Wharf community titles scheme is a subsidiary scheme within the Portside Wharf Principal community titles scheme 36407.
2. The Principal Scheme is a residential scheme being developed as part of a mixed use commercial, retail and residential development including the Brisbane Cruise Port terminal and known as "Portside Wharf". The retail and commercial parts of the development are not part of the scheme land. A building management statement under the *Land Title Act 1994 (BMS)* deals with the limited interaction between the scheme land (referred to as the residential precinct) and the remainder of the development (referred to as the mixed use precinct).
3. The Portside Wharf Principal scheme is being progressively developed in 4 stages as follows:
 - Stage 1 - Building 1 comprising 63 residential apartments;
 - Stage 2 - Building 4 comprising 172 residential apartments;
 - Stage 3 - Building 2 comprising 162 residential apartments;
 - Stage 4 - Building 5 comprising approximately 120 apartments.

The attached Concept Plan shows the proposed staging of the Portside Wharf development.

In addition, the owner of a development lot in the scheme may elect to incorporate all or part of the adjoining land (as shown on the Concept Plan as "Area A" and comprising between 400 and 810 additional building format lots) into the Principal Scheme (see 5).

4. The Principal Scheme is being developed as a layered arrangement of community titles schemes. This means:
 - there will be a community titles scheme and body corporate for the whole Portside Wharf residential precinct (called the "principal scheme"). The body corporate for the principal scheme (the "PBC") will administer the principal common property for use of all owners within the Portside Wharf Principal scheme;
 - each lot existing on creation of the principal scheme will be further subdivided by building format plan to create a separate community titles scheme (called "subsidiary schemes") each having its own body corporate.

Each apartment owner will be a member of a subsidiary scheme. The body corporate of each subsidiary scheme will be a member of the PBC. The management structure of the scheme on completion of stages 3 and 4 is illustrated as follows:



Future Development Land

5. The Owner of a Development lot may, at its discretion, incorporate all or part of the adjoining land (identified on the concept plan as "Area A") into the principal scheme. Additional land may be incorporated into the scheme as additional standard format or volumetric format lots, additional common property for the principal scheme and/or as part of an existing development lot in the Principal scheme.
6. If additional lots for the principal scheme are created or additional land is added to an existing development lot, the new lot will be treated as a development lot in the scheme with a contribution schedule lot entitlement of 10 and an interest schedule lot entitlement equal to the number of apartments proposed to be built on the development lot. Further development of the development lot will then proceed in accordance with paragraphs 5 and 6.

Changes to the Development of Scheme Land

7. The owner of a development lot may, subject to the approval of the relevant planning authority, if required:

- (a) increase or reduce the number of apartments in any of the stages;
- (b) change the order in which the development of stages is undertaken;
- (c) develop two stages simultaneously;
- (d) combine two stages into a single community titles scheme,

and may change the survey plans and schedule of contribution schedule and interest schedule for entitlements accordingly.

SCHEDULE C BY-LAWS**PART A – PRELIMINARY****1 Structure**

- 1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

2 Definitions and interpretation

- 2.1 The terms set out in these by-laws mean:

- (a) 'Act' means the *Body Corporate Community Management Act 1997 (Qld)*.
- (b) 'BMS' means the building management statement that the Body Corporate is a party to.
- (c) 'Body Corporate' means the Body Corporate established upon the registration of the Scheme.
- (d) 'Caretaking Service Contractor' means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (e) 'Common Property' means Scheme Land that is not included in a Lot.
- (f) 'Improvement' means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

- (g) 'Lot' means a lot in the Scheme.
- (h) 'Occupier' means any person that occupies a Lot.
- (i) 'Owner' means an owner of a Lot.
- (j) 'Pool Area' means the designated pool area as delineated by the painted and labelled line on the ground in the Recreation Area.
- (k) 'Portside Wharf BMS' means the building management statement number 710148002 for the Portside Wharf Development to which the PBC is a party, as varied or amended from time to time.
- (l) 'Principal Body Corporate (PBC)' means Portside Wharf Community Titles Scheme 36407.
- (m) 'Recreation Area' means the common property on level 15 where the barbeque and Pool Areas are collocated.
- (n) 'Regulation Module' means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (o) 'Scheme' means Pinnacle Portside Wharf CTS 47105.
- (p) 'Scheme Land' means any land within the Scheme, including any Lot and the Common Property.
- (q) 'Security Access Device' means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (r) 'Social Function' means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (s) 'Smoke' means –
 - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
 - (ii) for a personal vaporiser—inhale through the vaporiser; or
 - (iii) for a hookah—inhale through the hookah.
- (t) 'Vehicle' includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
- (u) 'Visitor' means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The Portside Wharf BMS overrides these by-laws to the extent of any inconsistency.

2.5 The singular includes the plural and vice versa.

2.6 Words importing a gender include other genders.

3 Layered arrangement

3.1 Owners and Occupiers must comply with the by-laws for the Principal Body Corporate to the extent they apply to the Scheme.

4 Applicability of these by-laws

- 4.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 4.2 An Owner must give a copy of these by-laws to any Occupier of a Lot as soon as practical after occupation.
- 4.3 Occupiers must:
- (a) comply with these by-laws to the extent they apply to an Occupier; and
 - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

5 Tenancies

- 5.1 If an Owner lets their Lot, the Owner must, as soon as practicable, give the Body Corporate notice of:
- (a) the name of the tenant and all Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy;
 - (d) the name and service address of any Owner's letting agent for the tenancy; and
 - (e) any other information the Body Corporate may reasonably require.
- 5.2 If an Owner lets their Lot, the Owner must ensure that they comply with all local laws (including, but not limited to, compliance with the short-term accommodation code requirements of the Brisbane City Council City Plan).

6 Application and approval process

- 6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.
- 6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 6.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

7 Building Management Statement

- 7.1 An Owner or Occupier must not do anything which places the Body Corporate in breach of the BMS, without the Body Corporate's written approval.
- 7.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the BMS (if any are required).

PART B - INTERFERENCES

8 Nuisance, hazard or unreasonable interference

- 8.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
- 8.2 Occupiers must ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or on Common Property.

9 Obstruction

- 9.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

10 Smoking

- 10.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
 - (b) on the Common Property such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property; or
 - (c) in their Lot such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

11 Auctions

- 11.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Garage sales

- 12.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

13 Parking

13.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
- (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

14 Vehicles

14.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

15 Communications

15.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

- (a) an annoyance;
- (b) a nuisance;
- (c) a hazard;
- (d) an unreasonable interference;
- (e) threatening or intimidating;
- (f) defamatory; or
- (g) anti-social.

15.2 All correspondence to the Body Corporate or the Committee must be addressed in writing to the Secretary.

PART C - WORKS

16 Damage

16.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

17 Common Property Improvements

17.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

17.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

18 Improvements to Body Corporate Items

18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
- (c) roofing membranes that are not common property but that provide protection for lots or common property;
- (d) foundation structures;
- (e) roofing structures providing protection; and
- (f) essential supporting framework, including but not limited to load-bearing walls.

19 Lot Improvements

- 19.1 An Owner or Occupier must not make any improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

20 External appearance of a lot

- 20.1 The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

21 Floor coverings

- 21.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

22 Treatment of balconies and terraces

- 22.1 Owners may install shutters, blinds and awnings to the balconies and terraces of lots as per the below conditions:
- (a) **Blinds** – Are to be or similar to Franklyn wire guide external blind with motorised control including sensor. Blind to be in the colour of 'outlook flint', cassette to be in the colour of 'black'. Or any other outdoor blinds in the event a fire-retardant fabric becomes available on the market.
 - (b) **Shutters** – May be installed to all balconies, which are located on either the south, east, west or northern balconies. Are to be or similar to Vanguard or Ecliptic Shutterguard in the colour of 'bronze' to match the existing window door trim and sun deflectors.
 - (c) **Awnings** – To be installed the ground floor terrace only. Are to be or similar to Vanguard duck folding arm cassettes awnings with motorised control including sensor. Awnings to be in the colour of 'black'. Cassette to be in the colour of charcoal or similar to.

23 Security Screens

An Owner or Occupier must not affix security screens to any window or door without the prior written consent of the Body Corporate. Only security screens which have the appearance of insect screens and do not detract from the appearance of the building will be approved. Diamond mesh, grills and similar coverings will not be approved.

PART D – REGULATION OF USE

24 Animals

- 24.1 Other than a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 24.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;
 - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (e) ensure the animal carries a name tag identifying the animal and its owner.

25 Alienation

- 25.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
 - (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

26 Common Property Garbage

- 26.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 26.2 An Owner or Occupier must:
- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (b) place all recyclable rubbish in the recycling receptacles;
 - (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
 - (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
 - (e) not cause damage to the garbage receptacles;
 - (f) not overfill the garbage receptacles; and
 - (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

27 Dangerous substances

- 27.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or

- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

28 Removals

28.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable (not less than 24 hours) notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures, including the use of protective lift curtains, to prevent damage to the Common Property and any other Lot in the Scheme.

29 No interference

29.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

30 Interference with support, shelter, utility infrastructure

30.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

31 Health and safety

31.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

32 Social functions

32.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

33 Use of lots

33.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes; or
- (b) a home office that does not compete with the Caretaking Service Contractor; or

- (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

33.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

34 Letterbox

34.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

35 BBQ Area

35.1 Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:

- (a) the facilities must not already be being used by another Owner, Occupier or Visitor;
- (b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
- (d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and
- (e) the barbeque must be cleaned and tidied after use.

36 Garbage chutes

36.1 Owners and Occupiers must not use the garbage chutes in a way which:

- (a) causes damage to the garbage chute or any Lot or the Common Property;
- (b) causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property (through odour or otherwise);
- (c) backlogs or causes a blockage in the garbage chutes;
- (d) allows glass to be deposited in it;
- (e) allows rubbish to become stuck to the garbage chutes or liquids to run; or
- (f) deposits items too large to safely flow through the garbage chute without damage.

36.2 A person using the garbage chutes must be supervised if their conduct and capability reasonably requires them to be supervised.

37 Gym

37.1 Owners, Occupiers and their Visitors may use the gym on the Common Property, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;

- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) a person using the gym must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a child who is unable to use the gym equipment safely must be supervised);
- (d) the equipment must only be used for its intended purpose;
- (e) towels must be placed on equipment during use to prevent sweat on the equipment;
- (f) the area must be left clean and tidy after use;
- (g) all moveable equipment must be returned to their designated place after use; and
- (h) any sweat on the equipment must be wiped and sanitised after use.

38 Recreation Area

38.1 Owners, Occupiers and their Visitors may use the Recreation Area, subject to compliance with the following conditions:

- (a) an Owner or Occupier of a Lot must not, without the written approval of the Body Corporate, use the Recreation Area outside the hours of 5:00am - 11:00pm;
- (b) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the Recreation Area;
- (e) a person using the Pool Area must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
- (f) the Recreation Area must be left clean and tidy after use;
- (g) animals (other than assistance animals) must not be brought into the Recreation Area;
- (h) no food, alcohol or glass is permitted to be brought into, or consumed in, the Pool Area; and
- (i) an Owner or Occupier must accompany their Visitors using the Recreation Area at all times.

39 Security

39.1 An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

40 Garden Plot

40.1 Owners, Occupiers and their Visitors may use the garden plot, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) a person using the garden plot must be supervised if their conduct and capability reasonably requires them to be supervised;
- (d) the garden plot must only be used for its intended purpose;
- (e) the area must be left clean and tidy after use; and
- (f) an unfair amount of vegetables or produce must not be taken from the garden plot, taking into consideration:
 - (i) the ability of other owners to subsequently collect a fair amount of vegetables or produce;
 - (ii) the amount of vegetables or produce the Owner or Occupier has previously and recently collected;
 - (iii) the amount of vegetables or produce that other Owners and Occupiers typically collect;
 - (iv) the amount of vegetables or produce before and after the Owner or Occupier seeks to collect it;
 - (v) the rate of further vegetables or produce being produced; and
 - (vi) the frequency that other Owners and Occupiers typically collect vegetables or produce.

41 Bicycle racks

41.1 Owners, Occupiers and their Visitors may use the bicycle racks, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause damage to another Owner or Occupier's bicycle;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must be for the bicycle rack's intended purpose;
- (e) a person using the bicycle rack's must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use;
- (g) the use must not prevent other Owner and Occupier's bicycles from being removed;
- (h) the use must not promote a risk of theft or damage of any Owner or Occupier's bicycle; and
- (i) the bicycle rack must not be overloaded to store more bicycles than its intended limit.

42 Ablution

42.1 Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the ablution facilities must only be used for their intended purpose;

- (d) the area must be left clean and tidy after use;
- (e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) belongings must not be left after their use; and
- (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

43 Wifi

43.1 Owners, Occupiers and their Visitors may use the internet services, subject to compliance with the following conditions:

- (a) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (b) the use must not interfere or tamper with the security or administrative controls of the internet service;
- (c) the use must be lawful; and
- (d) the use must not overload the bandwidth available for the service.

44 Insurance

44.1 Occupiers must not bring on to, do or keep anything in or on their Lots which may increase the rate of insurance of the Scheme, without prior written approval from the Body Corporate, or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

PART E – EXCLUSIVE USE

45 Exclusive Use – Parking and Storage

45.1 Occupiers are entitled to the exclusive use of that part of the Common Property:

- (a) presently identified in Schedule E; or
- (b) allocated by the Original Owner and notified to the Body Corporate during the period ending 1 year after recording of the relevant community management statement for the purposes of Section 174 of the Act, for the purposes of carparking or storage as described in Schedule E.

45.2 Carspaces which have storage areas adjacent to them to which there is no means of access other than through the carspace may only be reallocated under an agreed allocation under Section 171(3)(b)(ii) of the Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.

45.3 For the purposes of Section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

45.4 Exclusive use areas under this By-Law may only be used in accordance with by-laws 45, 46, 47, 48 and 49.

46 What Carspaces and Garages can be used for

46.1 Unenclosed carspaces:

- (a) may only be used for the parking of a single motor vehicle in each parking bay; and
- (b) must not be used for storage, except storage of household furniture and belongings in a storage device permitted under By-Law 46.

46.2 Garages (enclosed carspaces) may be used for the parking of motor vehicles and for storage of household furniture and belongings.

46.3 An Owner or Occupier having the exclusive use of a carspace or garage:

- (a) must ensure that any motor vehicle parked on the car space or in the garage is in sound mechanical condition;
- (b) may not, without the consent of the PBC Committee, use the car space or garage for the parking of caravans, campervans, mobile homes boats or trailers; and
- (c) may not without the consent of the PBC Committee, enclose a carspace or install any improvements on the carspace or in the garage unless permitted under By-Law 48.

47 Other rules applying to exclusive use areas

47.1 An owner or occupier who has the exclusive use of a car space, garage or storage area ("exclusive use area") must not:

- (a) litter or deposit rubbish on the exclusive use area;
- (b) store any hazardous substance on the exclusive use area;
- (c) use the exclusive use area in a way that may create a nuisance to any other person.

48 Installation of Storage Devices on Unenclosed Car Spaces

48.1 An Owner or Occupier may install a wire cage storage device within an unenclosed car space allocated to that Owner subject to the following:

- (a) the device must be at least 1 metre from any adjoining unenclosed car space used by another lot Owner or Occupier and must not obstruct use of neighbouring car space by restricting the opening of car doors of cars parked on the adjoining space;
- (b) the storage device must not interfere with any vents, lighting, sprinklers or other utility infrastructure, access or fire egress and must comply with the building and fire codes and requirements;
- (c) the storage device must be kept in a neat and tidy condition and free of pests and vermin at all times and must not be permitted to cause a nuisance; and
- (d) the Owner or Occupier, not the Body Corporate or PBC, will be responsible for maintenance of the storage device.

49 Maintenance of Car Spaces and Garages

49.1 Responsibility for the maintenance of exclusive use carspaces and garages will be as follows:

Maintenance Obligation	Who is Responsible
Provision and maintenance of lighting to the carspace or garage	Body Corporate
Maintenance of garage structure and roller doors	Owner or Occupier
Repairing of walls, line marking, numbering, repair of utility infrastructure and other Body Corporate fixtures within carspaces or garages	Body Corporate (except where the damage is caused by an Owner or Occupier)
Keeping carspaces and garages in a clean and tidy condition and free from pests and vermin	Owner or Occupier (but the Body Corporate may arrange regular pest inspection/treatment)
Maintenance of storage devices installed pursuant to By-Law 43	Owner or Occupier

49.2 The Owners and Occupiers must allow the Body Corporate reasonable access to the carspaces and garages for the purpose of this by-law.

50 Maintenance of Storage Areas

50.1 The Owner or Occupier of a Lot having the benefit of an exclusive use storage area is responsible for:

- (a) keeping the storage area in a clean and tidy condition and free of pests and vermin; and
- (b) maintaining the storage area (including all fixtures and fittings comprising the storage area) in good condition.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots affected by statutory easements are as follows:

Statutory Easement	Lots affected
Easements for lateral or subjacent support (Land Title Act 1994, s115N)	Common Property and Lots 20001 to 21405 on SP 213402
Easements for utility services and utility infrastructure (Land Title Act 1994 ss115O and 115P)	Common Property and Lots 20001 to 21405 on SP 213402
Easements for shelter (Land Title Act 1994 s115Q)	Common Property and Lots 20001 to 21405 on SP 213402
Easements for Projections (Land Title Act 1994 s115R)	Nil
Easements for maintenance close to boundaries (Land Title Act 1994 s115S)	Nil

SERVICES LOCATION DIAGRAM

With respect to Section 66 (1)(d)(ii) of the Body Corporate and Community Management Act 1997, the building footprint extends to the external boundaries of the common property of the scheme land at those locations where the services enter the scheme land except for a negligible amount (approximately 100 millimetres). In such instances, it is impractical to prepare a Services Location Diagram for service easements outside the building footprint.

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

Lot Number	Car Park Allocation	Storage Allocation
Lot 20001 on SP 213402	PT1	PS28
Lot 20002 on SP 213402	PT2	PS91
Lot 20003 on SP 213402	PT3	PS109/PS110
Lot 20004 on SP 213402	PT28	PS48/PS49
Lot 20005 on SP 213402	PT22	PS60
Lot 20006 on SP 213402	PT23	PS61
Lot 20007 on SP 213402	PT24	PS57
Lot 20008 on SP 213402	PT25	PS53
Lot 20009 on SP 213402	PT26	PS54
Lot 20010 on SP 213402	PT27	PS62
Lot 20011 on SP 213402	PT4	n/a
Lot 20012 on SP 213402	PT29	n/a
Lot 20013 on SP 213402	PT6	PS86
Lot 20014 on SP 213402	PT5	n/a
Lot 20015 on SP 213402	PT33	n/a
Lot 20101 on SP 213402	PC13	n/a
Lot 20102 on SP 213402	PC110	PS75
Lot 20103 on SP 213402	PC62	PS144
Lot 20104 on SP 213402	PC76	n/a
Lot 20201 on SP 213402	PC1	n/a
Lot 20202 on SP 213402	PC14	n/a
Lot 20203 on SP 213402	PC37	PS34 / PS105
Lot 20204 on SP 213402	PC49	PS37
Lot 20205 on SP 213402	PC61	n/a
Lot 20206 on SP 213402	PT8	PS77 / PS78 / PS79
Lot 20207 on SP 213402	PC99	PS122
Lot 20208 on SP 213402	PC123	n/a
Lot 20209 on SP 213402	PC146	PS82
Lot 20210 on SP 213402	PC111	PS73
Lot 20211 on SP 213402	PC63	n/a
Lot 20212 on SP 213402	n/a	n/a
Lot 20301 on SP 213402	PC2	n/a
Lot 20302 on SP 213402	PC15	PS14
Lot 20303 on SP 213402	PC38	PS32
Lot 20304 on SP 213402	PC50	PS39
Lot 20305 on SP 213402	PC34 / PC88 / PC145	PS55 / PS97 / PS98 / PS99 / PS100 / PS131 / PS132
Lot 20306 on SP 213402	PT9	PS139 / PS140
Lot 20307 on SP 213402	PC100	n/a
Lot 20308 on SP 213402	PC124	n/a
Lot 20309 on SP 213402	PC147	PS96
Lot 20310 on SP 213402	PC112	PS65
Lot 20311 on SP 213402	PC64	n/a
Lot 20312 on SP 213402	PC77	n/a
Lot 20401 on SP 213402	PC3	PS5
Lot 20402 on SP 213402	PC16	PS15
Lot 20403 on SP 213402	PC39	PS27 / PS28
Lot 20404 on SP 213402	PC51	PS42
Lot 20405 on SP 213402	PC89	PS56
Lot 20406 on SP 213402	PT10	n/a
Lot 20407 on SP 213402	PC101	PS88
Lot 20408 on SP 213402	PC125	n/a
Lot 20409 on SP 213402	PC136	PS125
Lot 20410 on SP 213402	PC113	PS113 / PS116
Lot 20411 on SP 213402	PC65	n/a
Lot 20412 on SP 213402	PC78	n/a

Lot Number	Car Park Allocation	Storage Allocation
Lot 20501 on SP 213402	PC4	PS.6
Lot 20502 on SP 213402	PC17	PS16 / PS121
Lot 20503 on SP 213402	PT35	PS51
Lot 20504 on SP 213402	PC91 / PC92	PS94 / PS95
Lot 20506 on SP 213402	PT11	PS104 and PS111
Lot 20507 on SP 213402	PC102	n/a
Lot 20508 on SP 213402	PC126	n/a
Lot 20509 on SP 213402	PC131	PS114
Lot 20510 on SP 213402	PC114	n/a
Lot 20511 on SP 213402	PC66	n/a
Lot 20512 on SP 213402	PC79	PS45
Lot 20601 on SP 213402	PC5	PS7
Lot 20602 on SP 213402	PC28	n/a
Lot 20603 on SP 213402	PC54 / PC55	PS137
Lot 20604 on SP 213402	PC97 / PC98	PS118
Lot 20606 on SP 213402	PT12	n/a
Lot 20607 on SP 213402	PC103	n/a
Lot 20608 on SP 213402	PC127	n/a
Lot 20609 on SP 213402	PC138	n/a
Lot 20610 on SP 213402	PC115	n/a
Lot 20611 on SP 213402	PC87	n/a
Lot 20612 on SP 213402	PC80	PS50
Lot 20701 on SP 213402	PC6	PS8
Lot 20702 on SP 213402	PC29	n/a
Lot 20703 on SP 213402	PC32 / PC33	PS71 / PS72
Lot 20704 on SP 213402	PC42 / PC43	PS69 / PS90
Lot 20706 on SP 213402	PT13	PS76
Lot 20707 on SP 213402	PC104	PS80 / PS81
Lot 20708 on SP 213402	PC128	n/a
Lot 20709 on SP 213402	PC139	PS101
Lot 20710 on SP 213402	PC116	PS59
Lot 20711 on SP 213402	PC68	PS141
Lot 20712 on SP 213402	PC81	n/a
Lot 20801 on SP 213402	PC7	PS9
Lot 20802 on SP 213402	PC30	n/a
Lot 20803 on SP 213402	PT7	PS103
Lot 20804 on SP 213402	PC95 / PC96	PS82
Lot 20806 on SP 213402	PT14	PS40 / PS41 / PS62 / PS63 / PS64
Lot 20807 on SP 213402	PC105	n/a
Lot 20808 on SP 213402	PC129	PS117
Lot 20809 on SP 213402	PC140	n/a
Lot 20810 on SP 213402	PC117	n/a
Lot 20811 on SP 213402	PC69	n/a
Lot 20812 on SP 213402	PC82	n/a
Lot 20901 on SP 213402	PC8	PS10
Lot 20902 on SP 213402	PC31	n/a
Lot 20903 on SP 213402	PC93 / PC94	n/a
Lot 20904 on SP 213402	PC44 / PC45	PS2
Lot 20906 on SP 213402	PT15	PS69
Lot 20907 on SP 213402	PC106	n/a
Lot 20908 on SP 213402	PC130	PS.115
Lot 20909 on SP 213402	PC141	n/a
Lot 20910 on SP 213402	PC118	PS.58
Lot 20911 on SP 213402	PC70	n/a
Lot 20912 on SP 213402	PC83	n/a
Lot 21001 on SP 213402	PC9	PS.11
Lot 21002 on SP 213402	PC57	n/a
Lot 21003 on SP 213402	PC52 / PC53	PS43 / PS44

Lot Number	Car Park Allocation	Storage Allocation
Lot 21004 on SP 213402	PC40 / PC41	PS30 / PS126
Lot 21006 on SP 213402	PT16	n/a
Lot 21007 on SP 213402	PT30 / PC107	PS135
Lot 21008 on SP 213402	PC137	n/a
Lot 21009 on SP 213402	PC142	n/a
Lot 21010 on SP 213402	PC119	PS47
Lot 21011 on SP 213402	PC71	PS46
Lot 21012 on SP 213402	PC84	n/a
Lot 21101 on SP 213402	PC10	PS12
Lot 21102 on SP 213402	PC56	n/a
Lot 21103 on SP 213402	PC46	PS31 / PS64 / PS133
Lot 21104 on SP 213402	PT31	PS129 / PS130
Lot 21105 on SP 213402	PC24	n/a
Lot 21106 on SP 213402	PT17	n/a
Lot 21107 on SP 213402	PC108	n/a
Lot 21108 on SP 213402	PC132	n/a
Lot 21109 on SP 213402	PC143	n/a
Lot 21110 on SP 213402	PC120	PS138
Lot 21111 on SP 213402	PC72	n/a
Lot 21112 on SP 213402	PC86	n/a
Lot 21201 on SP 213402	PC11	PS13 / PS85
Lot 21202 on SP 213402	PC35	PS38
Lot 21203 on SP 213402	PT32	PS127
Lot 21204 on SP 213402	PC59	PS134
Lot 21205 on SP 213402	PC58	PS124
Lot 21206 on SP 213402	PT20 / PT21	PS66 / PS67 / PS68
Lot 21207 on SP 213402	PC109	n/a
Lot 21208 on SP 213402	PC133	PS112
Lot 21209 on SP 213402	PC144	PS102
Lot 21210 on SP 213402	PC121	n/a
Lot 21211 on SP 213402	PC73	n/a
Lot 21212 on SP 213402	PC86	PS128
Lot 21301 on SP 213402	PC12	PS87
Lot 21302 on SP 213402	PC36	PS36
Lot 21303 on SP 213402	PC48	PS35
Lot 21304 on SP 213402	PC80	PS136
Lot 21305 on SP 213402	PC47	PS33
Lot 21306 on SP 213402	PT18 / PT19	PS70 / PS74
Lot 21307 on SP 213402	PC135	n/a
Lot 21308 on SP 213402	PC134	n/a
Lot 21309 on SP 213402	PC76	n/a
Lot 21310 on SP 213402	PC122	n/a
Lot 21311 on SP 213402	PC74	PS123
Lot 21312 on SP 213402	PC87	n/a
Lot 21401 on SP 213402	PC18 / PC19	PS17 / PS18 / PS142 / PS143
Lot 21402 on SP 213402	PC20 / PT34	PS19 / PS119 / PS120
Lot 21403 on SP 213402	PC21 / PC22 / PC23	PS20 / PS21 / PS22 / PS93
Lot 21404 on SP 213402	PT36 / PC27	PS26 / PS83 / PS106
Lot 21405 on SP 213402	PC25 / PC26	PS24 / PS107 / PS108

MULTIPLY
LIVING

Development Lot	Number of Lots
B01	B3
B02	B0 - 140
B04	B0 - 180
B05	B0 - 120
Area A	400 - 070



EVALUATION OF FUTURE DEVELOPMENT

- The **Private** user **Private** **CCP** is a signed connection type between two sets of development or testing. The **signed** development will consist of multiple nodes for debugging.
- The **signed** user will hold a control of how the network will be and a signed name as **private** (**CCP**). The **CCP** will contain several access keys and a password for debugging.
- Each **network** will still be further subdivided by building a formal plan (IPV) to build a subcategory network.
- Additional **CCP** will be created in each stage.
- Paths of the **network** development can only be subdivided and excluded from the **network** and the **development** in the part of the **network** is not for a **network** user.
- Path or set of the **network** will show a **CCP** only for **CCP** to **CCP** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781,

LEGEND

- 
 DASHED LINE POSSIBLE FUTURE
 BUILDING EXTENSION TO BE GOVERNED
 BY BUILDING FOOTPRINT PLAN

 EXISTING OF STRUCTURE LINE
 AT LEAST 10' OFF LEVEL OF

NOTE
This paper is a diagnostic representation of the subject of the previous lesson for "Personal Memoir." Assigned 6-12 and done as representative material to be used at different levels as more studying indicates the first few above, below or beside the rest of the sentence level.

CONCEPT PLAN

PORTSIDE WHARF PRINCIPAL CTS

DATE: 30 AUGUST 2006

BOOK NAME : 8121-20010000

DMG #: 0120-7364

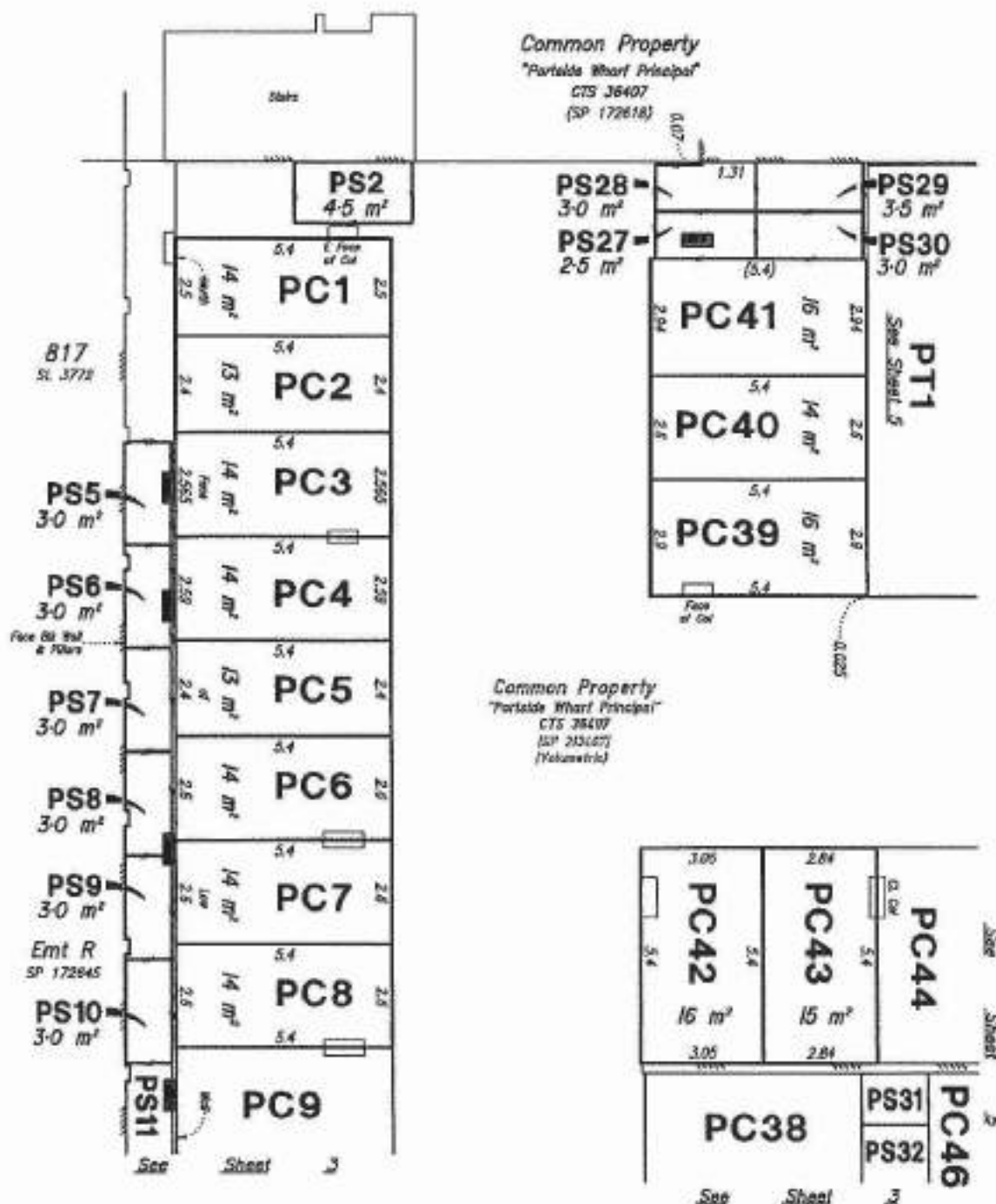
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— 2 —

"PORTSIDE WHARF PRINCIPAL" CTS 36407

Sheet 14

LEVEL B



See Sheet 1 for the Legend

PLAN IV.

6121-253

SHEET 2 OF 12

"PORTSIDE WHARF PRINCIPAL" CTS 36407

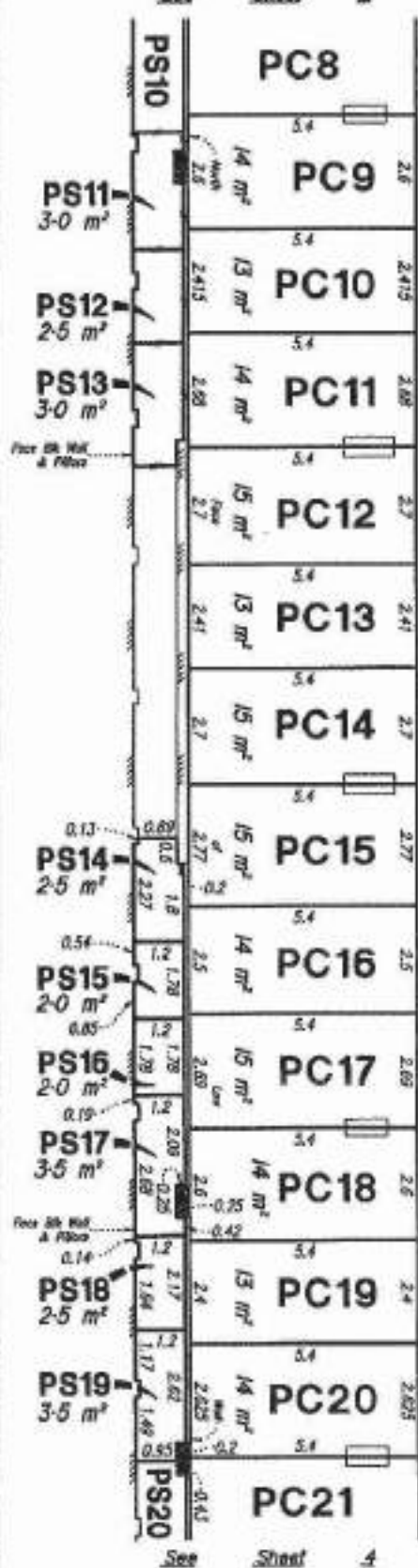
Sheet	of
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See Sheet 2

LEVEL B

See Sheet 2

See Sheet 5



Cent. Force Col. 0.578 gms.

Common Property
Paralels Wharf Principal
CYS 38497
(SP 212437)
(Volume 6)

Common Property
"Pinnacle Portside Wharf"
 CTS
 (SP 242422)
 (Life, Lady & Stone)

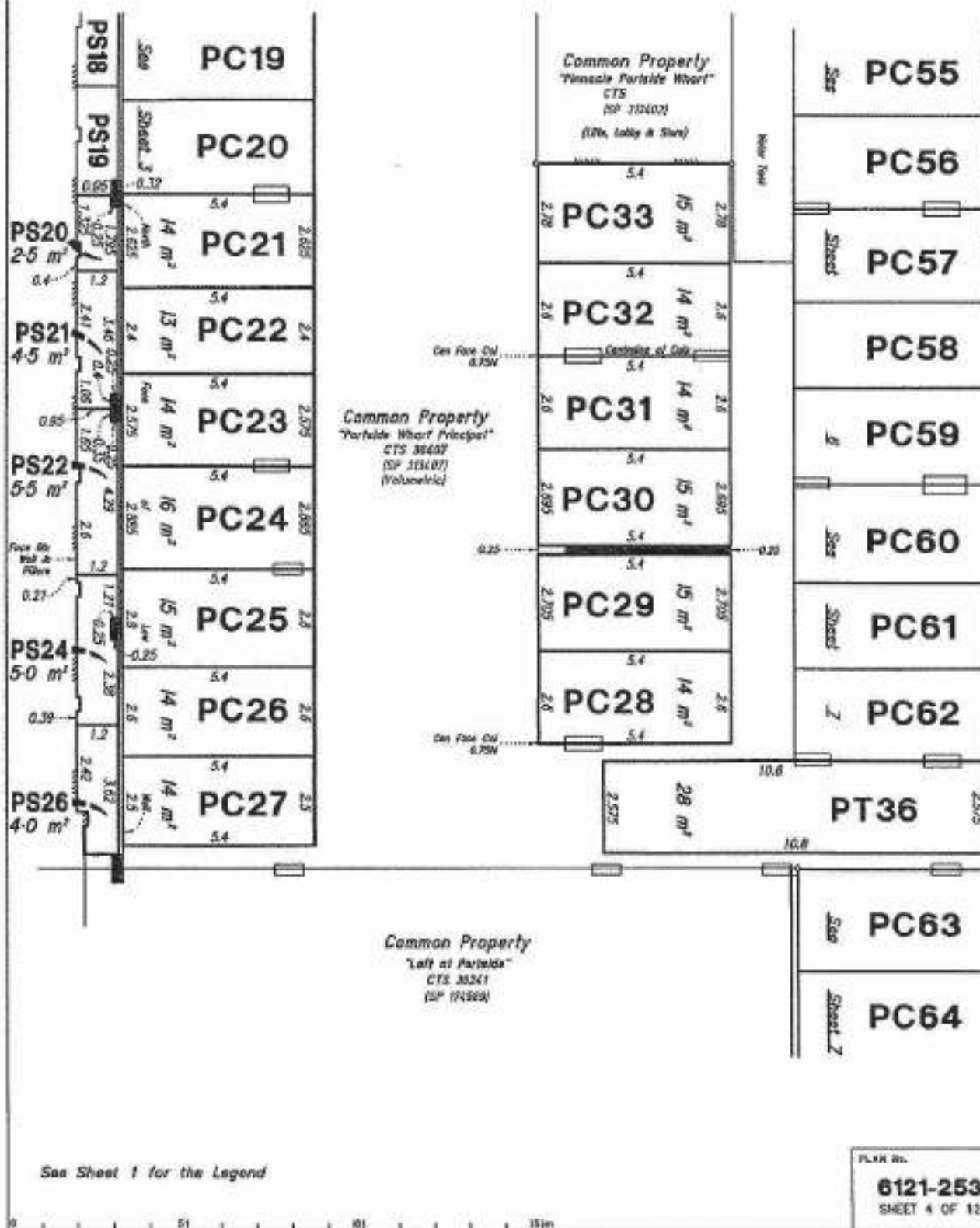


See Sheet 1 for the Legend

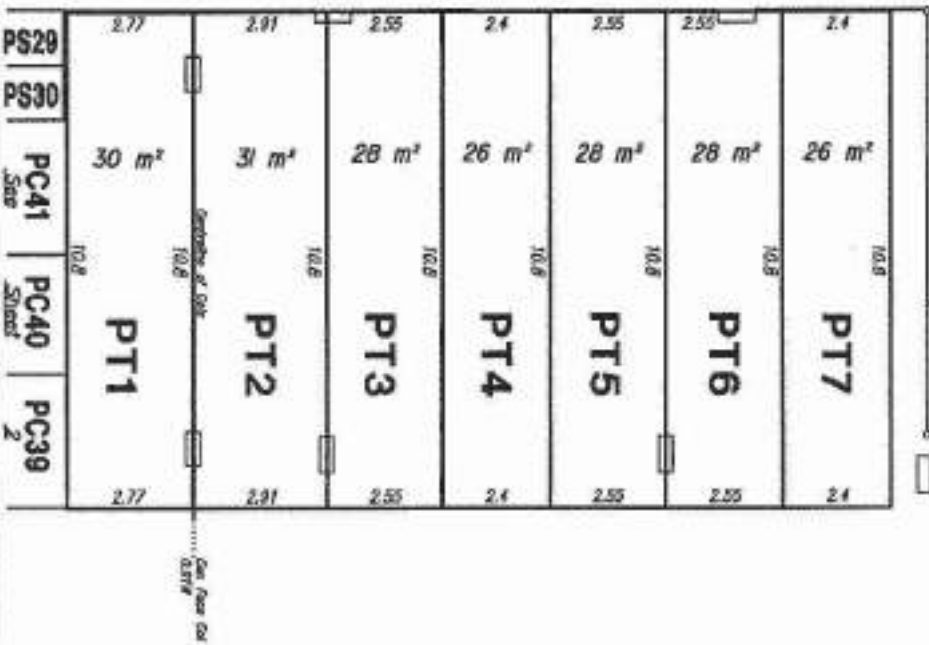
PLAW No.
6121-253
SHEET 3 OF 12

"PORTSIDE WHARF PRINCIPAL" CTS 36407

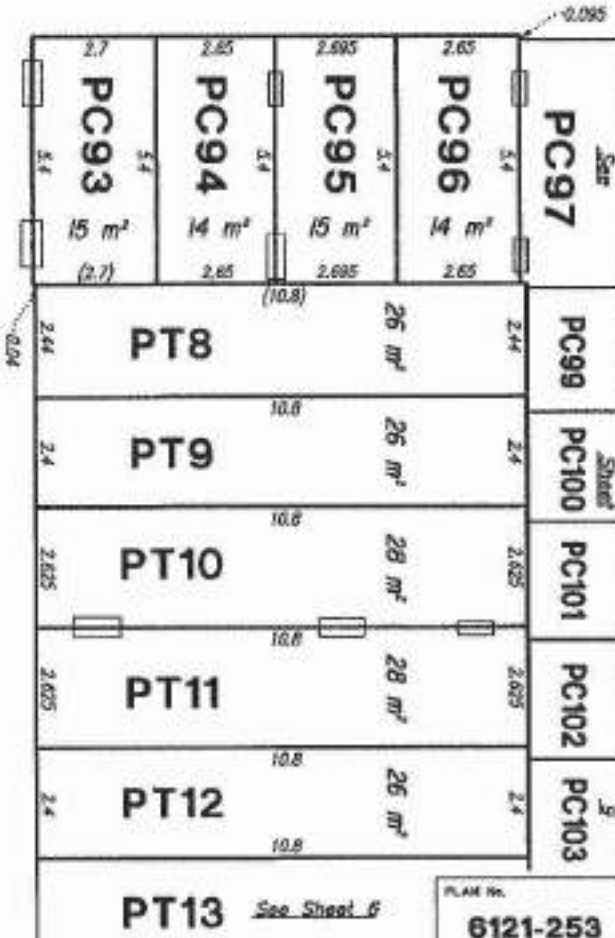
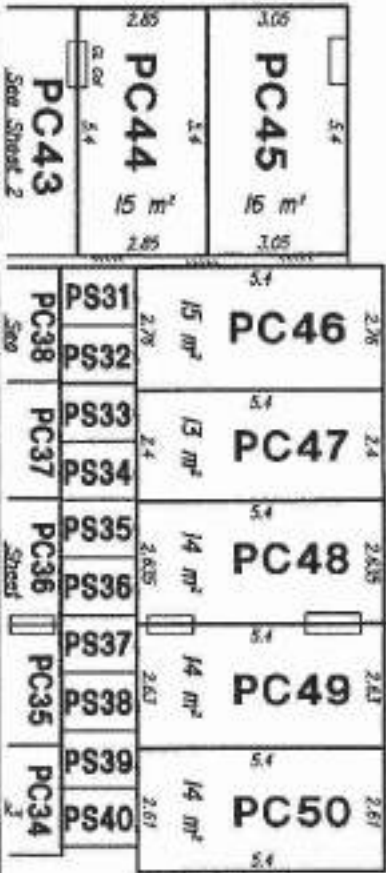
Sheet	of
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LEVEL B

"PORTSIDE WHARF PRINCIPAL" CTS 36407



Common Property
"Portside Wharf Principal"
CTS 36407
(SP 172407)
(Volume 1)



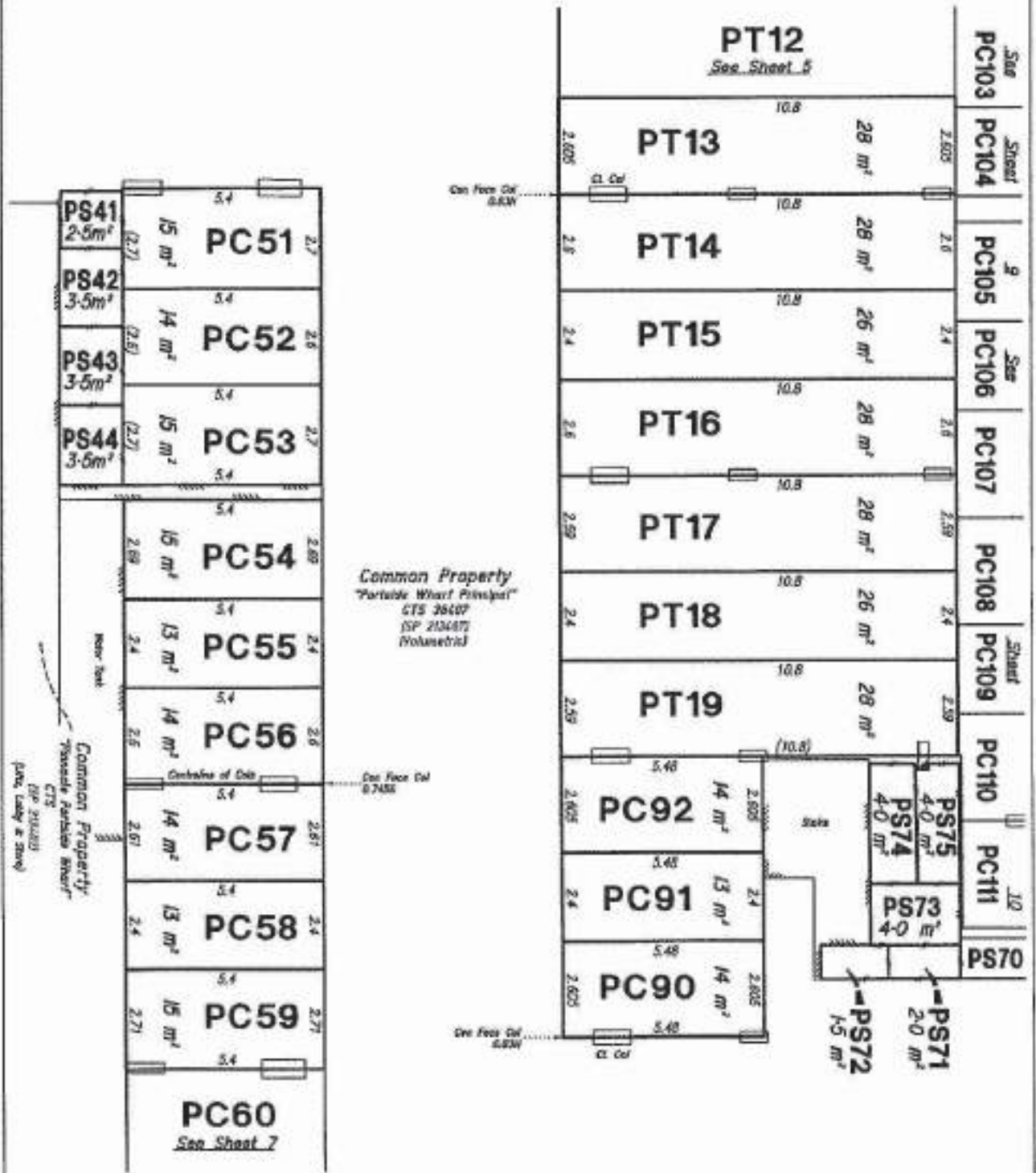
LEVEL B

See Sheet 1 for the Legend

PLAN No.
6121-253
SHEET 5 OF 12

"PORTSIDE WHARF PRINCIPAL" CTS 36407

LEVEL B



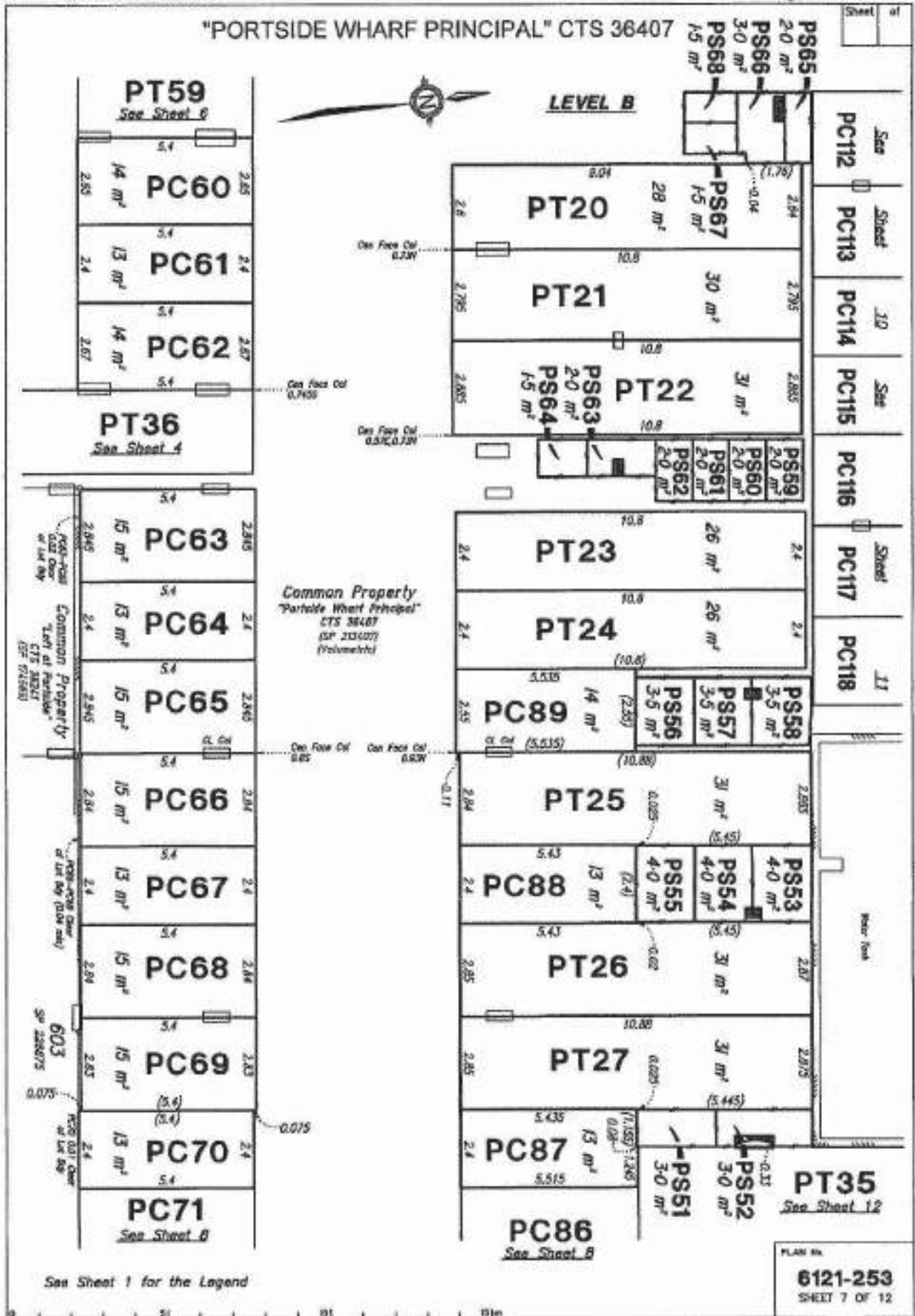
See Sheet 1 for the Legend

PLAN No.
6121-253
SHEET 6 OF 12

Title Reference 50200659

Page 32 of 37

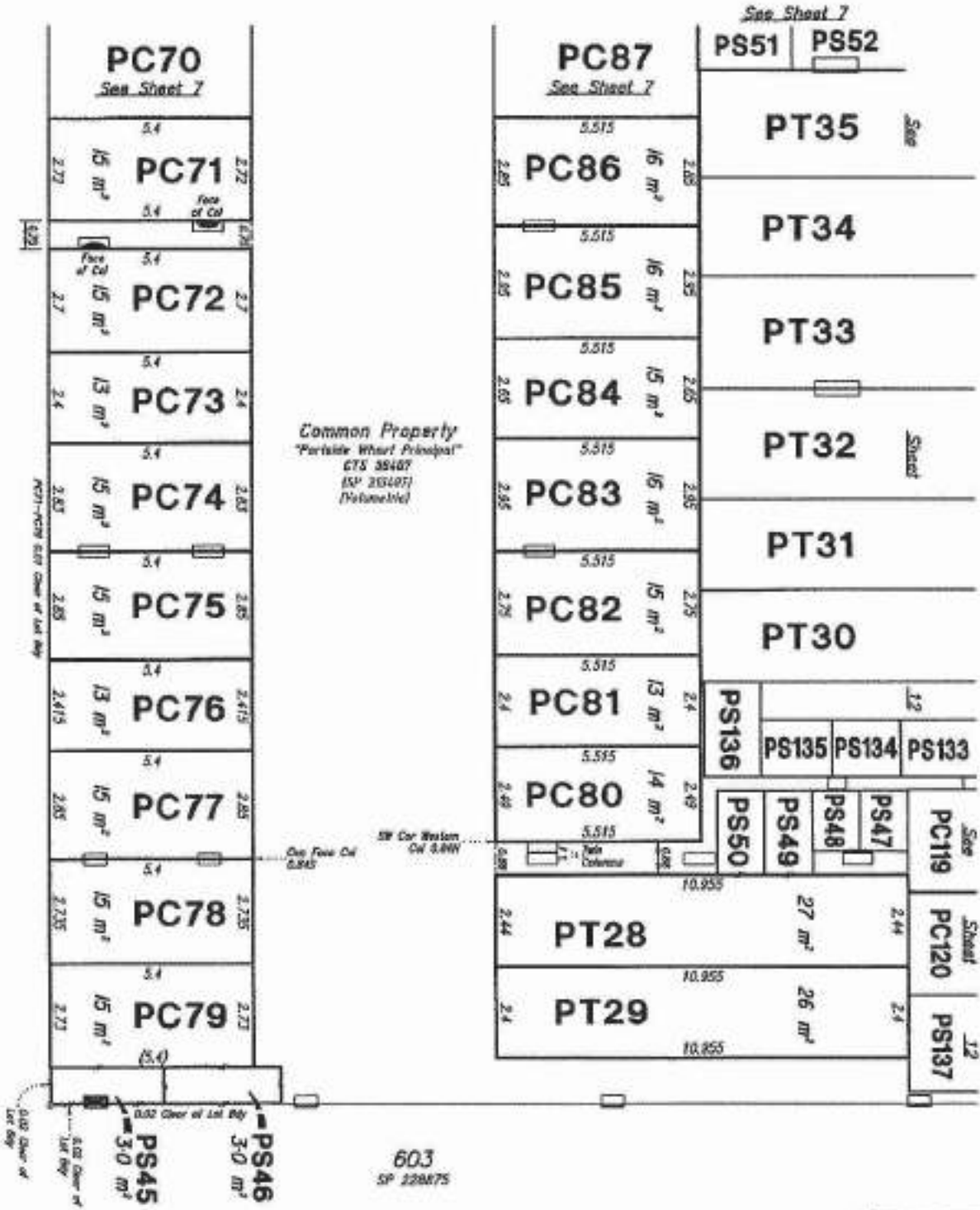
"PORTSIDE WHARF PRINCIPAL" CTS 36407



"PORTSIDE WHARF PRINCIPAL" CTS 36407

Sheet of

LEVEL B



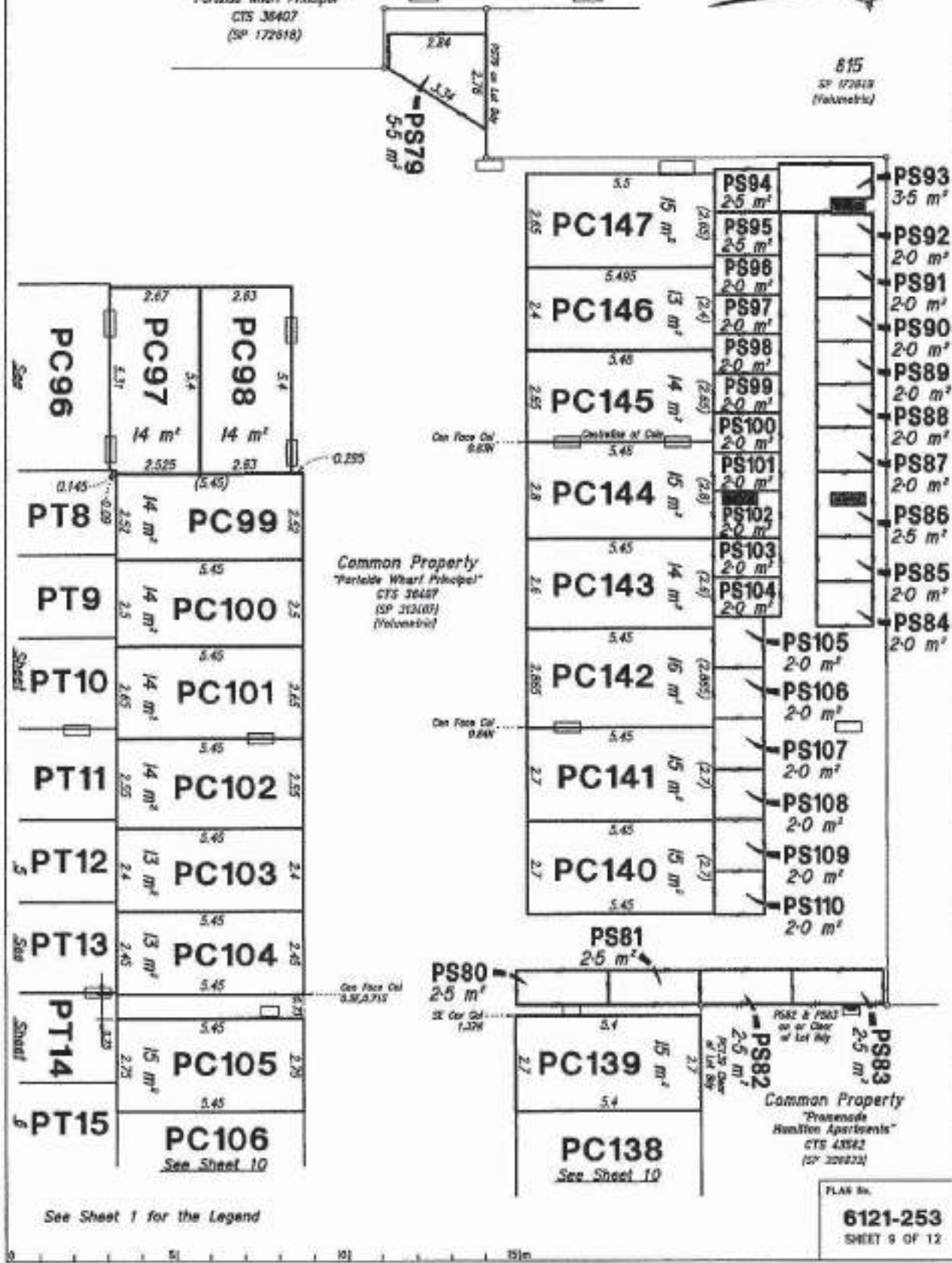
PLAN No.
6121-253
SHEET B OF 12

"PORTSIDE WHARF PRINCIPAL" CTS 36407

LEVEL B

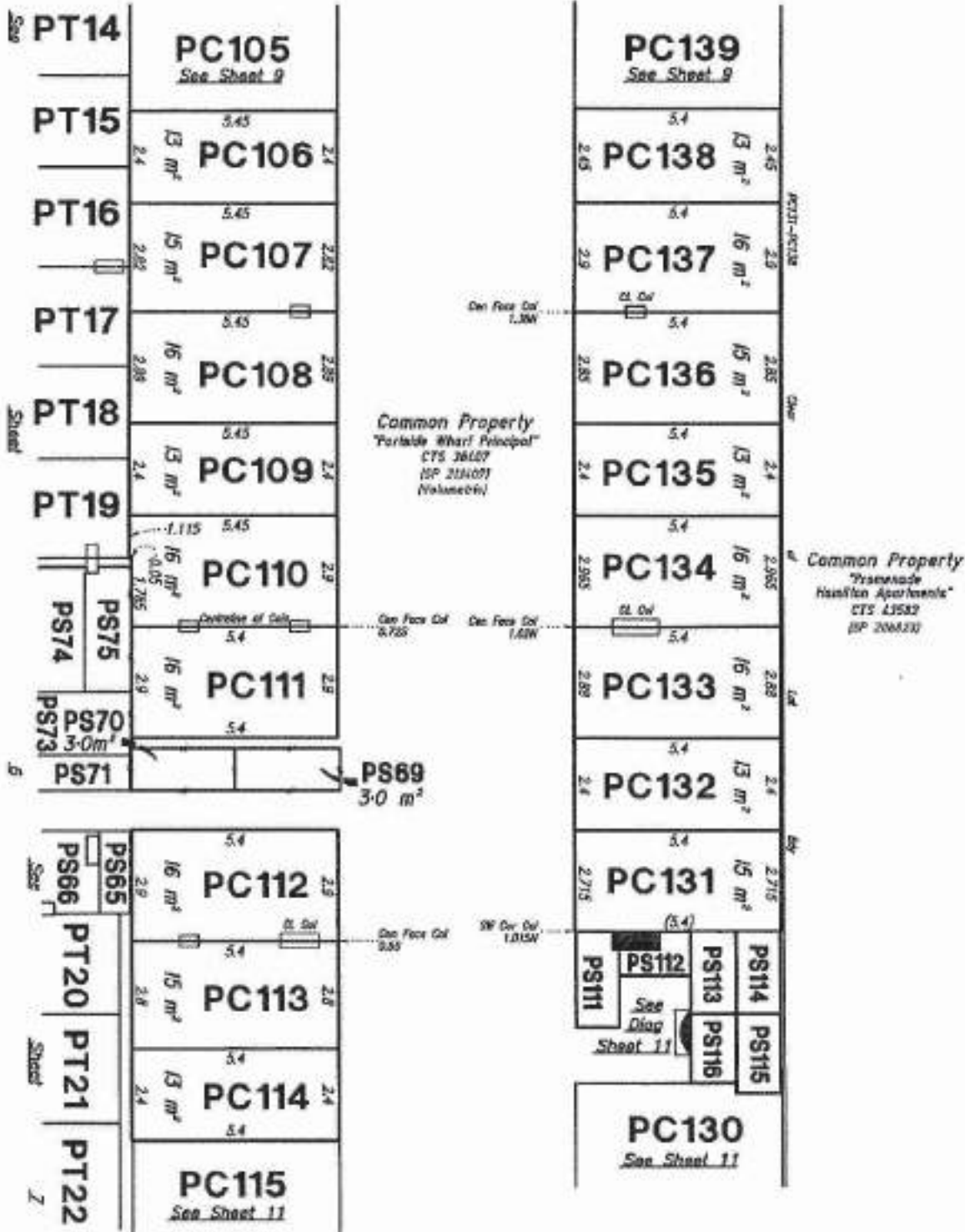
Common Property
"Portside Wharf Principal"
CTS 36407
(SP 172618)

815
SP 172618
(Volume 1)



"PORTSIDE WHARF PRINCIPAL" CTS 36407

LEVEL B



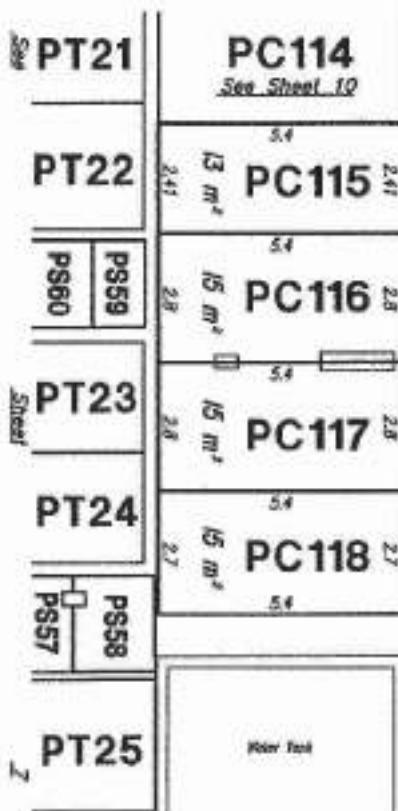
See Sheet 1 for the Legend

Title Reference 50200859

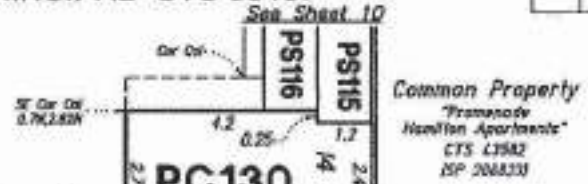
Page 36 of 37

Sheet 11 of 12

"PORTSIDE WHARF PRINCIPAL" CTS 36407



Common Property
"Portside Wharf Principal"
CTS 36407
(SP 210407)
(Volume 12)



Common Property
"Promenade
Hamilton Apartments"
CTS 43582
(SP 206823)

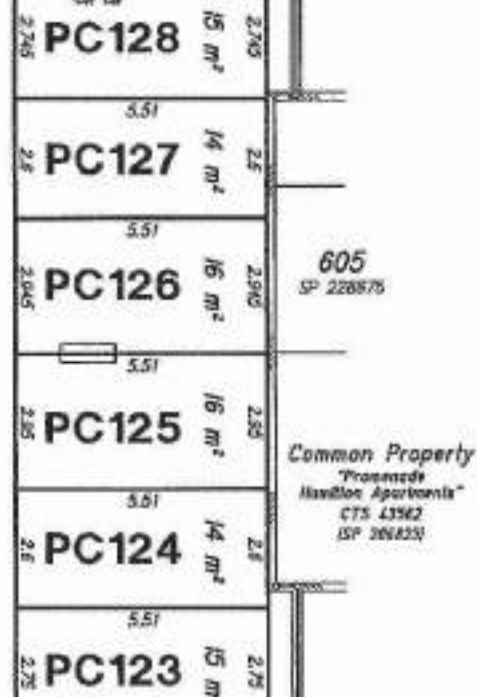
605
SP 228875

Common Property
"Promenade
Hamilton Apartments"
CTS 43582
(SP 206823)

DIAGRAM



Common Property
"Promenade
Hamilton Apartments"
CTS 43582
(SP 206823)

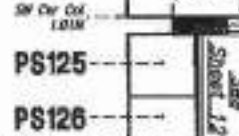


605
SP 228875

Common Property
"Promenade
Hamilton Apartments"
CTS 43582
(SP 206823)

LEVEL B

See Sheet 1 for the Legend



FLAG No.
6121-253
SHEET 11 OF 12

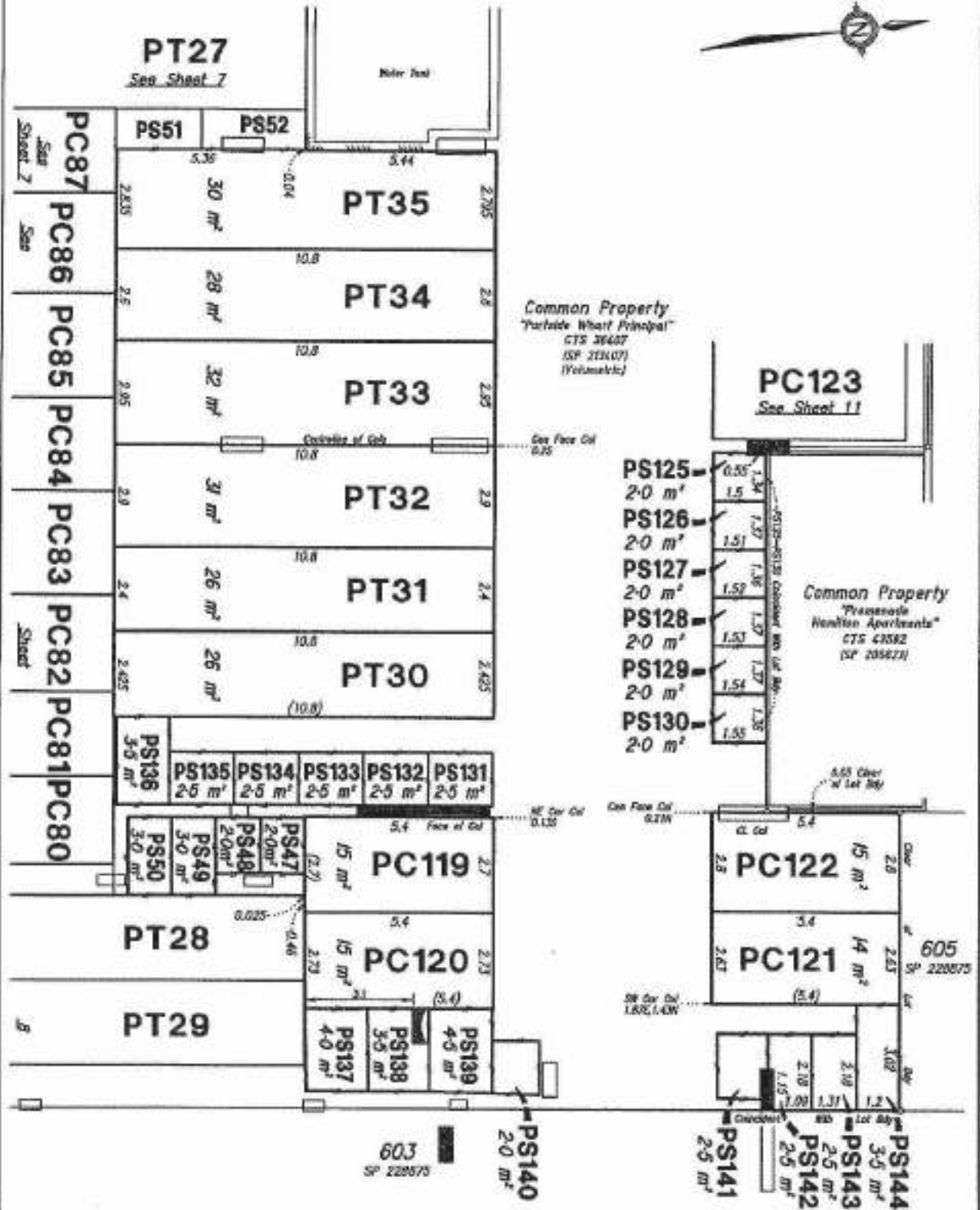
Title Reference 60200659

Page 37 of 37

"PORTSIDE WHARF PRINCIPAL" CTS 36407

Sheet of

LEVEL B



PLAN No.
6121-253
SHEET 12 OF 12

Head Office | Level 11, 88 Tribune Street, South Brisbane QLD 4101
Correspondence | PO Box 5258, West End QLD 4101
Meeting Room Locations | South Brisbane, Chermshire, Toowong,
Aspley, Cleveland, Southport, Robina, Mooloolaba, Sippy Downs, Ipswich

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PINNACLE PORTSIDE WHARF CTS 47105

BALANCE SHEET

AS AT 31 MARCH 2025

	ACTUAL 31/03/2025	ACTUAL 31/03/2024
OWNERS FUNDS		
Administrative Fund	104,630.28	136,626.73
Sinking Fund	1,245,479.23	1,124,075.59
TOTAL	\$ 1,350,109.51	\$ 1,260,702.32

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	506,630.60	641,012.53
Boq Td 23541428	50,802.19	0.00
Boq Td 23548332	50,000.00	0.00
Boq Td 23548334	50,000.00	0.00
Boq Td 23568139	50,000.00	0.00
Boq Td 23568143	50,000.00	0.00
Boq Td 23569074	50,000.00	0.00
Boq Td 23452372	0.00	250,000.00
Boq Td 23473394	210,227.94	200,000.00
Boq Td 23473395	262,784.93	250,000.00
Boq Td 23473396	78,835.48	75,000.00
Boq Td 23473398	52,556.99	50,000.00
Mbl Td 211017728	0.00	50,496.85
Boq Td 23527023	200,000.00	0.00
Levies In Arrears	682.99	23,034.38
Other Arrears	16,559.54	9,588.09
Interest On Overdue Levies	101.43	8,855.58
Prepaid Expenses	41,080.47	8,297.09
Sundry Debtors	0.00	300.00
TOTAL ASSETS	1,670,262.56	1,566,584.52

LIABILITIES

Gst Clearing Account	(20,345.89)	(13,065.64)
Payg Clearing Account	1,643.00	0.00
Arrears Clearing Account	0.00	(169.40)
Gst Conversion Account	2,207.00	0.00
Creditors	1,783.06	1,746.77
Accruals	27,529.68	25,159.56



John Sciacca
CPA no. 1627287
Date: 21/05/2025
235 Stafford Road
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PINNACLE PORTSIDE WHARF CTS 47105

BALANCE SHEET

AS AT 31 MARCH 2025

	ACTUAL 31/03/2025	ACTUAL 31/03/2024
Holding Account	5,397.99	1,447.99
Next Year Discounts	(63,553.75)	(60,923.86)
Levies In Advance	329,418.09	318,229.44
Other Payments In Advance	36,073.87	33,457.34
<u>TOTAL LIABILITIES</u>	320,153.05	305,882.20
 <u>NET ASSETS</u>	 <u>\$ 1,350,109.51</u>	 <u>\$ 1,260,702.32</u>

A handwritten signature in dark ink, appearing to read "John Sciacca".

John Sciacca
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PINNACLE PORTSIDE WHARF CTS 47105

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/04/24-31/03/25	01/04/24-31/03/25	%	01/04/23-31/03/24
ADMINISTRATIVE FUND				
INCOME				
Administrative Fund Levy	822,121.63	821,690.00	100.05	781,438.86
Administrative Fund Discount	(143,554.34)	(164,338.00)	87.35	(138,883.02)
Insurance Levy	141,883.01	141,170.00	100.51	130,674.26
Interest On Overdue Levies	3,628.17	0.00		8,514.92
Insurance Claim	2,356.62	0.00		0.00
Prior Period Adjustment	1,074.00	0.00		0.00
Recoveries - Debt Costs	4,194.85	0.00		12,456.99
Recoveries - Electricity	29,230.36	30,000.00	97.43	48,377.08
TOTAL ADMIN. FUND INCOME	860,934.30	828,522.00		842,579.09
EXPENDITURE - ADMIN. FUND				
Accountant - Audit Fees	3,096.00	3,500.00	88.46	3,796.00
Accountant - Bas Preparation	880.00	880.00	100.00	880.00
Accountant - Tax Returns	440.00	330.00	133.33	220.00
Admin Fees & Charges	3,832.68	3,000.00	127.76	1,922.84
Air Conditioning Maintenance	21,111.39	13,000.00	162.40	11,809.01
Bank Charges	690.74	800.00	86.34	490.19
Building Systems- Subscription	3,888.00	3,200.00	121.50	2,923.50
Caretaker	222,025.17	224,743.49	98.79	214,041.42
Caretaking - Other	0.00	2,500.00	0.00	1,076.79
Cleaning - Bins/Garbage Chutes	3,873.00	4,000.00	96.82	2,788.00
Cleaning - Carpets	3,590.91	3,000.00	119.70	2,730.00
Cleaning - Windows	13,095.00	9,300.00	140.81	0.00
Cleaning Supplies	4,379.44	1,250.00	350.36	733.48
Compliance Reports	2,534.23	5,000.00	50.68	3,800.00
Computer/Internet Fees	2,559.60	6,447.60	39.70	6,447.60
Consultant	0.00	0.00	0.00	250.00
Document Archival Fees	322.00	272.00	118.38	272.00
Electrical Repairs	2,139.00	2,000.00	106.95	1,165.96
Exterior - Building Washdown	6,825.00	18,500.00	36.89	1,766.64
Fire Protection	7,541.46	12,500.00	60.33	9,240.23
Garage Door Maintenance	1,550.00	1,500.00	103.33	320.00
Garden/Lawn Maintenance	937.05	1,500.00	62.47	688.08
Gymnasium	2,002.26	1,000.00	200.23	800.00
Insurance - Claim	22,905.16	0.00		0.00

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John Sciacca

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PINNACLE PORTSIDE WHARF CTS 47105

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/04/24-31/03/25	01/04/24-31/03/25	%	01/04/23-31/03/24
Insurance - Excess	(15,000.00)	0.00	0.00	0.00
Insurance - Premium	119,638.03	120,407.97	99.36	108,790.12
Insurance - Premium Stamp Duty	11,510.92	10,595.17	108.64	11,038.51
Insurance - Other	9,250.00	10,165.75	90.99	8,410.00
Intercom & Security System	2,251.36	1,500.00	150.09	1,754.53
Legal & Debt Collection Fee	4,527.99	10,000.00	45.28	13,129.72
Legal Services	0.00	10,000.00	0.00	17,223.87
Lift Maintenance	31,690.14	32,000.00	99.03	29,122.11
Lock & Key Maintenance	272.54	3,500.00	7.79	2,585.86
Management Fees	15,957.00	15,957.00	100.00	15,957.00
Management Fees - Additional	12,133.85	10,000.00	121.34	11,817.00
Management Fees - Disbursement	10,449.00	10,449.00	100.00	10,449.00
Minor Building Maintenance	12,229.41	15,000.00	81.53	13,793.15
Pest Control Services	2,112.24	2,000.00	105.61	774.66
Plumbing Maintenance	2,657.30	2,500.00	106.29	2,220.00
Pools, Spas & Saunas	14,896.82	15,000.00	99.31	14,497.44
Printing, Photocopying	2,254.02	3,000.00	75.13	3,350.57
Pumps & Motor Maintenance	3,156.27	3,000.00	105.21	2,603.50
Security Services	26,844.96	25,700.00	104.46	24,693.99
Shared Fac. - Pbc Af Levy	148,645.42	195,000.00	76.23	190,080.49
Shared Fac. - Pbc Sf Levy	6,708.93	5,891.94	113.87	16,069.76
Telephone, Facsimile	100.00	100.00	100.00	100.00
Utilities - Billing Admin Fees	0.00	9,000.00	0.00	0.00
Utilities - Electricity	91,797.97	75,000.00	122.40	72,717.96
Utilities - Waste Management	21,072.60	22,000.00	95.78	21,532.60
Utilities - Water & Sewerage	27,555.89	30,000.00	91.85	27,094.06
TOTAL ADMIN. EXPENDITURE	892,930.75	955,989.92		887,967.64
SURPLUS / DEFICIT	\$ (31,996.45)	\$ (127,467.92)		\$ (45,388.55)
Opening Admin. Balance	136,626.73	136,626.73	100.00	182,015.28
ADMINISTRATIVE FUND BALANCE	\$ 104,630.28	\$ 9,158.81		\$ 136,626.73

John Sciacca

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PINNACLE PORTSIDE WHARF CTS 47105

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/04/24-31/03/25	01/04/24-31/03/25	%	01/04/23-31/03/24
SINKING FUND				
INCOME				
Sinking Fund Levies	428,154.43	426,827.00	100.31	407,153.79
Sinking Fund Discount	(74,585.75)	(85,365.00)	87.37	(71,857.00)
Interest On Investments	47,332.40	20,000.00	236.66	25,003.15
Interest On Overdue Levies	1,899.70	0.00		4,149.57
TOTAL SINKING FUND INCOME	402,800.78	361,462.00		364,449.51
EXPENDITURE - SINKING FUND				
Air Conditioning Systems	23,544.00	15,000.00	156.96	14,593.75
Building Upgrade Projects	29,337.22	127,000.00	23.10	23,337.22
Building Maintenance	20,090.00	30,000.00	66.97	28,450.00
Doors And Windows	10,235.15	7,500.00	136.47	4,866.72
Electrical Repairs	7,700.63	5,000.00	154.01	1,760.00
Exterior - Paints/Finishes	0.00	10,000.00	0.00	175.00
Exterior - Pressure Cleaning	14,145.76	0.00		0.00
Fire Protection - Equipment	5,274.54	5,654.00	93.29	1,314.00
Floor Coverings	1,493.21	5,000.00	29.86	8,725.00
Garden/Lawn Maintenance	1,400.00	1,500.00	93.33	3,009.34
Gymnasium	10,949.18	0.00		0.00
Intercom & Security System	8,160.08	6,365.00	128.20	2,171.39
Irrigation & Drainage Systems	0.00	2,000.00	0.00	2,068.15
Lifts	18,366.00	18,500.00	99.28	0.00
Lighting	3,942.19	8,000.00	49.28	7,398.09
Lock & Key Maintenance	1,349.40	0.00		480.46
Minor Building Maintenance	9,183.00	8,000.00	114.79	19,232.82
Painting	9,597.00	10,000.00	95.97	0.00
Plumbing	280.00	0.00		(290.00)
Plumbing Maintenance	9,380.00	0.00		0.00
Pools, Spas & Saunas	3,636.36	5,000.00	72.73	10,987.27
Recreation Facilities	743.04	0.00		0.00
Roof - Maintenance	7,467.00	5,000.00	149.34	2,660.00
Roof Systems - Anchor Points	2,600.00	2,732.00	95.17	0.00
Taxes, Fees & Charges - Payg	8,956.90	4,000.00	223.92	0.00
Trees & Shrubs	326.48	2,000.00	16.32	2,060.00
Waterproofing And Tiles	73,240.00	0.00		0.00
TOTAL SINK. FUND EXPENDITURE	281,397.14	278,251.00		132,999.21

John Sciacca
CPA no. 1627287
Date: 21/05/2025
235 Stafford Road
PO Box 110, Chermside South QLD 4032

John Sciacca

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PINNACLE PORTSIDE WHARF CTS 47105

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/04/24-31/03/25	01/04/24-31/03/25	%	01/04/23-31/03/24
SURPLUS / DEFICIT	\$ 121,403.64	\$ 83,211.00		\$ 231,450.30
Opening Sinking Fund Balance	1,124,075.59	1,124,075.59	100.00	892,625.29
SINKING FUND BALANCE	\$ 1,245,479.23	\$ 1,207,286.59		\$ 1,124,075.59

A handwritten signature in dark ink, appearing to read "John Sciacca".

John Sciacca
CPA no. 1627287
Date: 21/05/2025
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