

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

Property address

(referred to as the
“property” in this
statement)

Lot on plan description

Community titles scheme
or BUGTA scheme:

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

Yes

No

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

*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 *Land Title Act 1994* showing interests registered under that Act for the property. **Yes**

A copy of the plan of survey registered for the property. **Yes**

Registered encumbrances	<p>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.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>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.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>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. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Refer to Annexure 'A'.</p> </div>
Residential tenancy or rooming accommodation agreement	<p>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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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>) <input type="text"/></p> <p>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.</p> <p>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.</p>

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 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>): Special Purpose, Special Development Areas Precinct		
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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property. <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
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> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <i>If Yes, a copy of the order or application must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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: Date Range:

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: Date Range:

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: Date Range:

* 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. <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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. 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.	<input checked="" type="checkbox"/> Yes	
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. If No — An explanatory statement is given to the buyer that states: <ul style="list-style-type: none"> » 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. 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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 <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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. If No — An explanatory statement is given to the buyer that states: <ul style="list-style-type: none"> » 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER



Signature of seller

Signature of seller

McInnes Wilson Lawyers as agent

Name of seller

Name of seller

9 January 2026

Date

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

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53731372
Search Date: 15/10/2025 16:44

Title Reference: 51369859
Date Created: 13/12/2024

Previous Title: 51369703

REGISTERED OWNER

Dealing No: 723731245 09/12/2024

MARINE QUARTER SOUTHPORT PTY LTD A.C.N. 620 055 067
TRUSTEE
UNDER INSTRUMENT 720657820

ESTATE AND LAND

Estate in Fee Simple

LOT 1283 SURVEY PLAN 294581
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 57096

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10356133 (POR 6)
Deed of Grant No. 12067245 (POR 6)
Deed of Grant No. 12067246 (POR 6)
Deed of Grant No. 12075056 (POR 6)
2. MORTGAGE No 720657861 17/03/2021 at 11:29
RMBL INVESTMENTS LIMITED A.C.N. 004 493 789
3. BUILDING MANAGEMENT STATEMENT No 723731242 09/12/2024 at 12:13
benefiting and burdening the lot
4. MORTGAGE No 724256818 07/08/2025 at 15:21
DANDENONG PROPERTIES PTY LTD A.C.N. 112 133 454

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

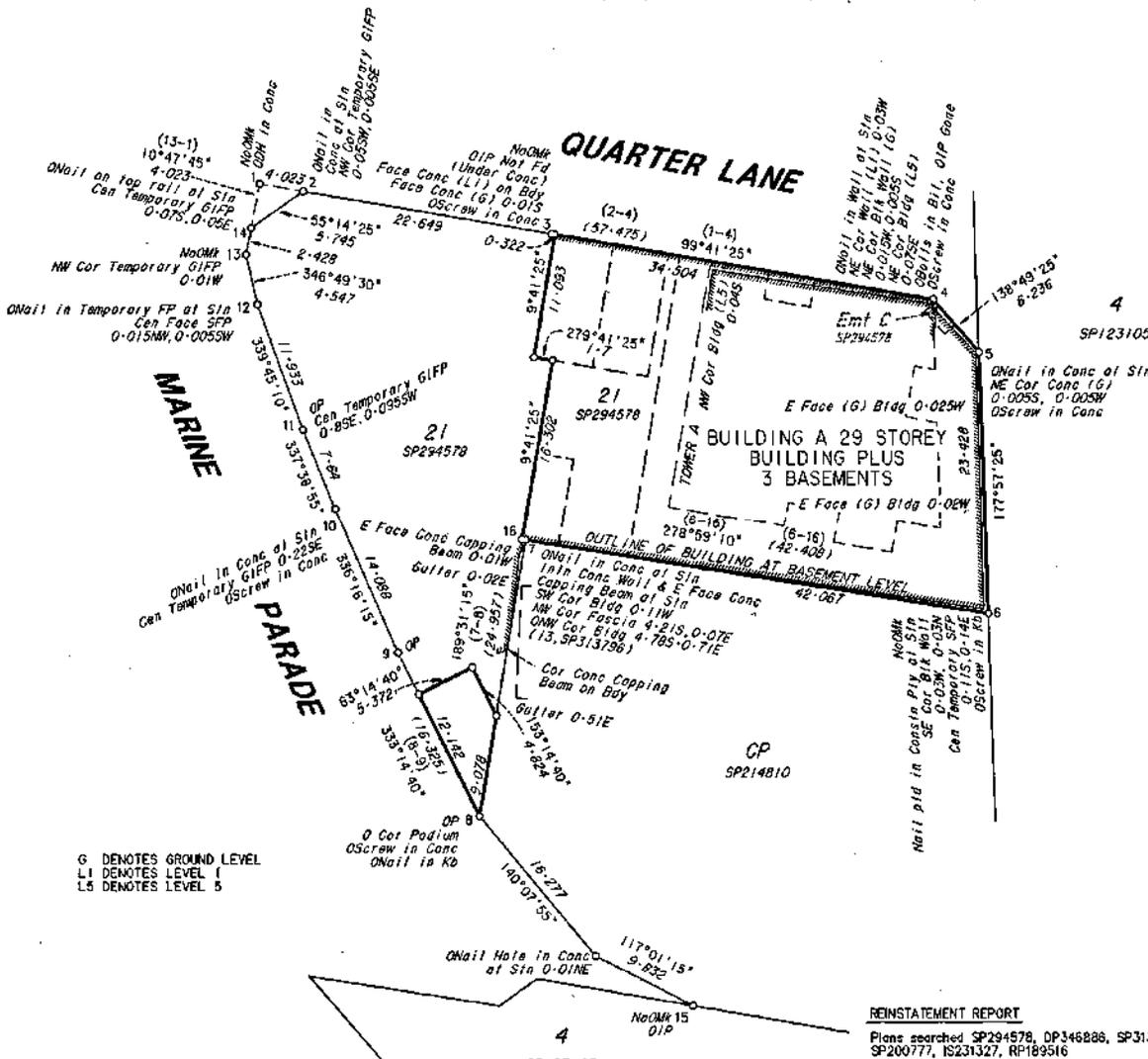
Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet 1 of 15

THE CORNERS OF BASE PARCEL ARE NO OMK, NOT MARKED UNLESS OTHERWISE STATED, IN AIR, UNDERGROUND OR WITHIN STRUCTURES
FOR LATERAL ASPECT DIAGRAMS SEE SHEETS 14 & 15
FOR DESCRIPTIONS OF VOLUMETRIC PARCELS ADJOINING SUBJECT LOT REFER TO THE LEVEL DIAGRAMS SHEETS 3-13

STN	TO	BEARING	DIST	ORIGIN
1	ODM in Conc	295°31'20"	14.99	1, DP346886
3	OIP Not Fd (Under Conc)	333°31'	3.56	2, SP313796
3	OScrew in Conc	44°40'15"	11.313	3, SP294578
4	OBall in Bil	18°04'50"	4.936	4, SP294578
4	OIP Gone	130°24'45"	5.376	RP189516
4	OBall in Bil	13°25'	5.949	4, SP294578
4	OScrew in Conc	342°04'50"	5.998	4, SP294578
5	OScrew in Conc	33°44'	7.71	5, SP294578
6	OScrew in Kb	99°33'30"	25.834	6, SP294578
6	O Cor Padium	84°38'	1.955	10, SP313796
8	OScrew in Conc	226°07'	11.698	15231327
8	ONail in Kb	278°31'35"	12.16	15231327
10	OScrew in Conc	206°13'05"	14.945	11, SP313796
15	OIP	189°59'25"	0.51	15231327



G DENOTES GROUND LEVEL
L1 DENOTES LEVEL 1
L5 DENOTES LEVEL 5

Area of Base Parcel.....1133m²

BROWN & PLUTHERO PTY. LTD.
A.C.N. 010 117 236

herby certify that the land comprised in this plan was surveyed by the corporation of Brown & Pluthero Pty Ltd, a company incorporated in Queensland, under the supervision of the Director of Land Management, Queensland Surveyors Act 2003 and that the survey was conducted in accordance with the Survey and Mapping (Miscellaneous Provisions) Act 2003 and that the survey was completed on 28/08/2024

[Signature]
DIRECTOR

Plan of Lots 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273, 1281-1283 & Common Property
Cancelling Lot 20 on SP294578

LOCAL GOVERNMENT: GOLD COAST CITY LOCALITY: SOUTHPORT

Meridian: SP294578 Survey Records: No

REINSTATEMENT REPORT
Plans searched SP294578, DP346886, SP313796, SP200777, 15231327, RP189516
Datum sms 1 to 4
All original reinstated corners in this plan were fixed from either OMKs or from deed connections from corners fixed by OMKs shown on SP294578. Agreement with SP294578 obtained

Scale: **1:400**

Format: **BUILDING**

SP294581

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

723731245
EL 400 \$13,443.68
09/12/2024 12:13:36

4 Lodged by

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

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
TO ISSUE	Lot 20 on SP294578	1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273, 1281-1283 & Common Property	--	--

Mortgage Allocation

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
720657861	1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273, 1281-1283	--

Encumbrance Easement

Easement	Lots to be Encumbered
- Emt C on SP294578	Common Property

Amendments by Brown & Pluthero Pty Ltd
A.C.N. 010 117 236 **12/12/2024**
Director 

ALL LOTS & COMMON PROPERTY DEFINED ON THIS PLAN ARE BENEFITED & ENCUMBERED BY BMS.
ALL LOTS DEFINED ON THIS PLAN ARE WHOLLY CONTAINED WITHIN THE BASE PARCEL.
ENCROACHMENT/S ONTO ADJOINING LOTS HAVE BEEN RESOLVED BY THE REGISTRATION OF A BUILDING MANAGEMENT STATEMENT **723731242**

Building Management Statement

Building Management Statement	Lots to be Encumbered	Lots to be Benefited
723731242	1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273, 1281-1283 & CP	1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273, 1281-1283 & CP

Development Approval Date: 28/5/2021

6. Building Formal Plans only.

I certify that :
* As far as it is practicable to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.
* Part of the building shown on this plan encroaches onto adjoining lots and roads.
 **22/10/2024**
Date
*delete words not required

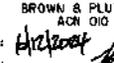
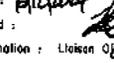
7. Lodgement Fees :

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

1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273, 1281-1283 & Common Property	POR 6
Lots	Orig

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 42394/1

5. Passed & Endorsed :
By : BROWN & PLUTHERO PTY.LTD.
A.C.N. 010 117 236
Date : 
Signed : 
Designation : Liaison Officer/Director

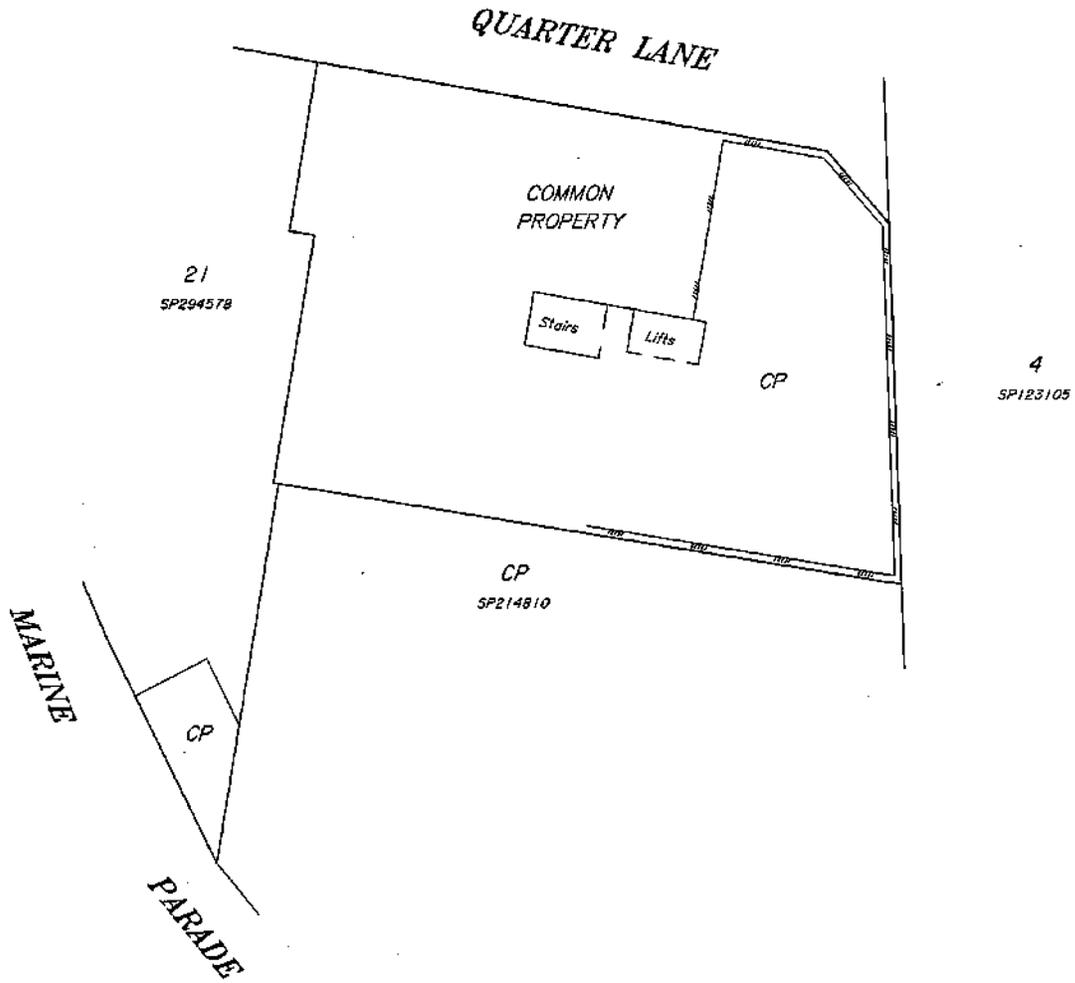
8. Insert Plan Number
SP294581



LEVEL A

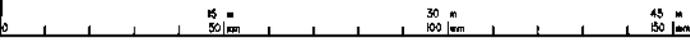
(Basement 2.5)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PARTS A1 & A2) ON
SP294578 ARE COINCIDENT



State copyright reserved.

Insert
Plan
Number **SP294581**





QUARTER LANE

LEVEL B

(Basement 2)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PARTS A1 & A2) ON
SP294578 ARE COINCIDENT

21
SP294578

COMMON
PROPERTY



4
SP123105

CP CP
SP214810

MARINE

PARADE

QUARTER LANE

LEVEL C

(Basement 1)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PARTS A1 & A2) ON
SP294578 ARE COINCIDENT

21
SP294578

COMMON
PROPERTY



4
SP123105

CP
SP214810

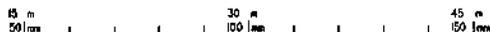
MARINE

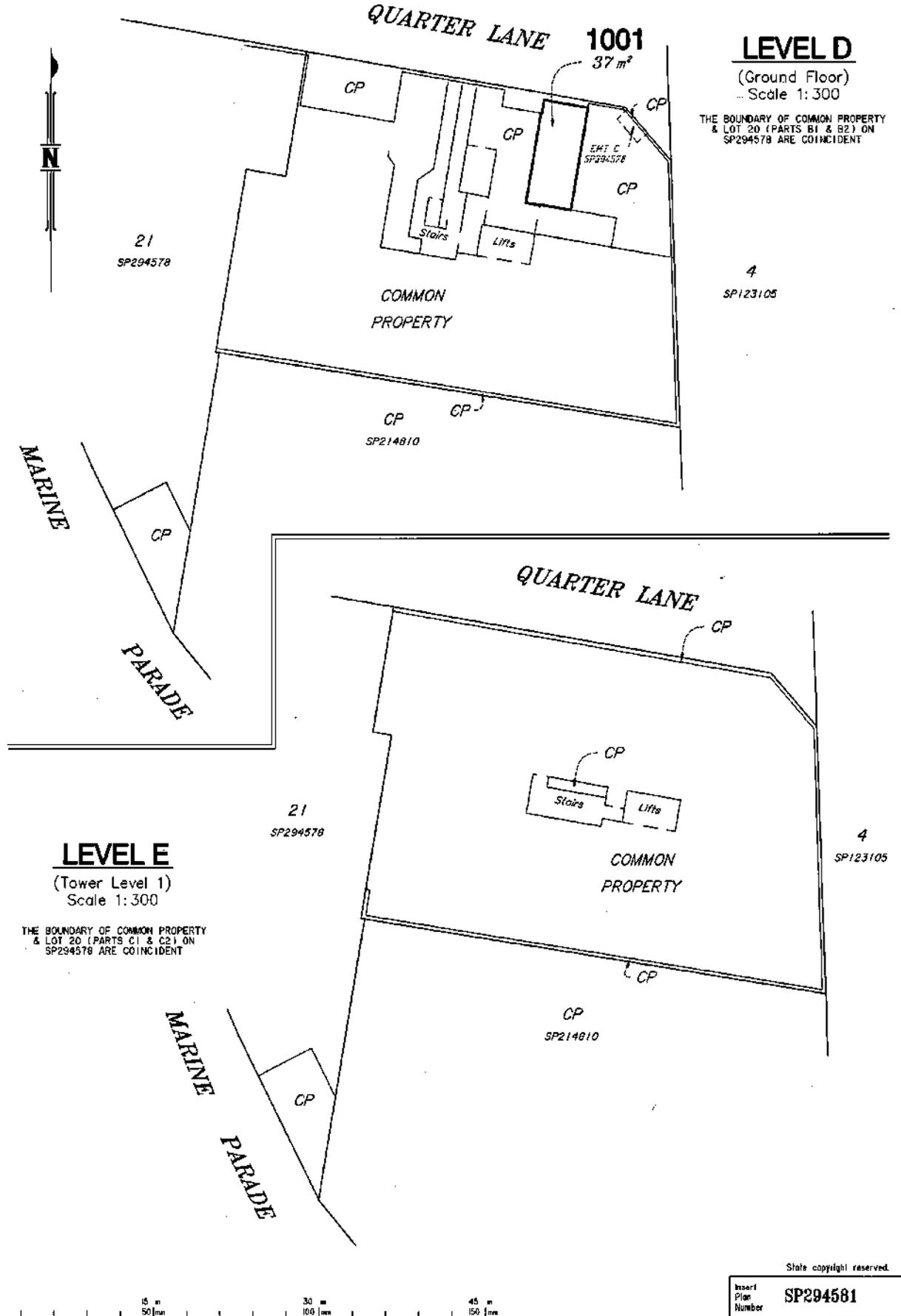
PARADE

State copyright reserved

Insert
Plan
Number

SP294581





LEVEL D

(Ground Floor)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PARTS B1 & B2) ON
SP294578 ARE COINCIDENT

LEVEL E

(Tower Level 1)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PARTS C1 & C2) ON
SP294578 ARE COINCIDENT

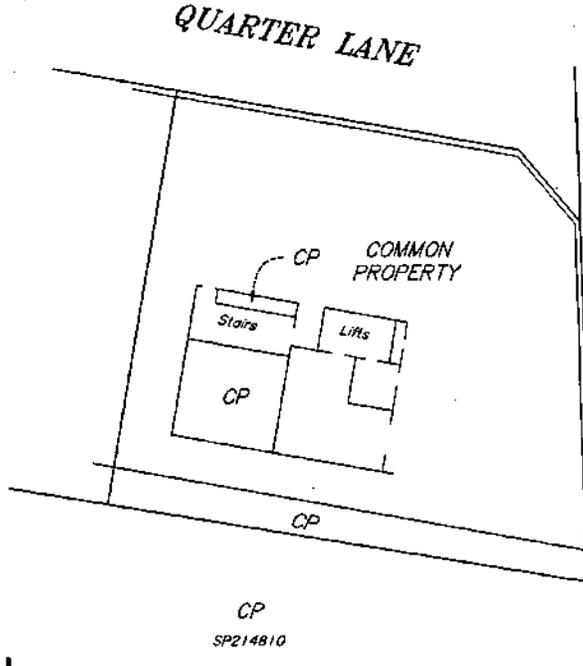
State copyright reserved.

Insert Plan Number **SP294581**

0 15 m 30 m 45 m 60 m
50 mm 100 mm 150 mm



21
SP294578

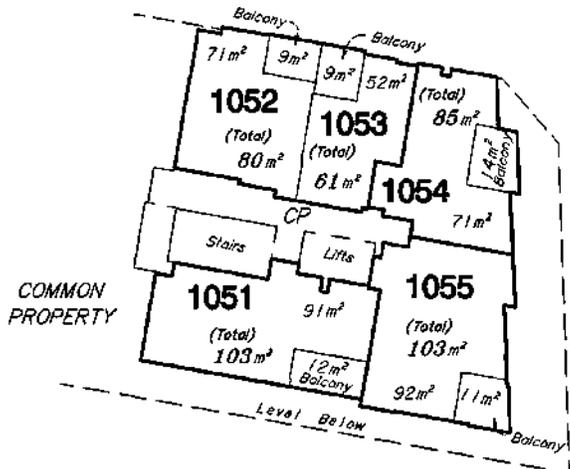


THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT

4
SP123105

LEVEL H
(Tower Level 4)
Scale 1:300

LEVEL I
(Level 5)
Scale 1:300



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& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT

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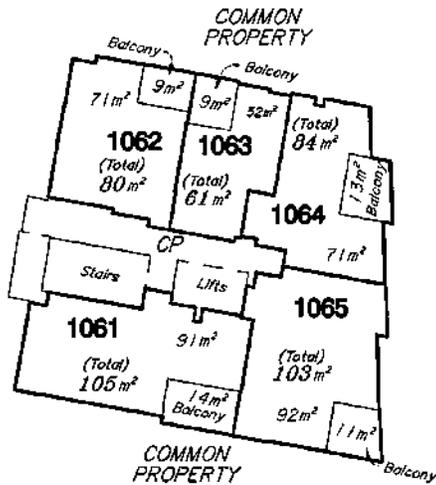
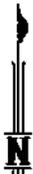


Master Plan Number **SP294581**

LEVEL J

(Level 6)
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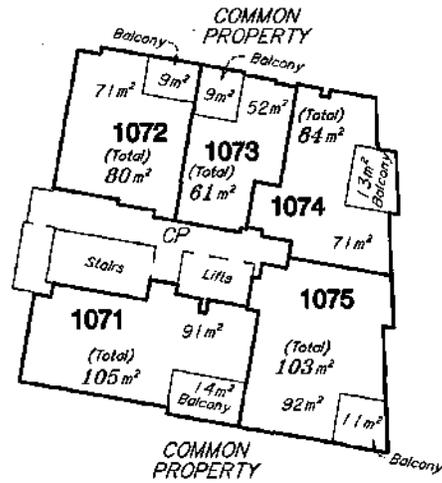
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL K

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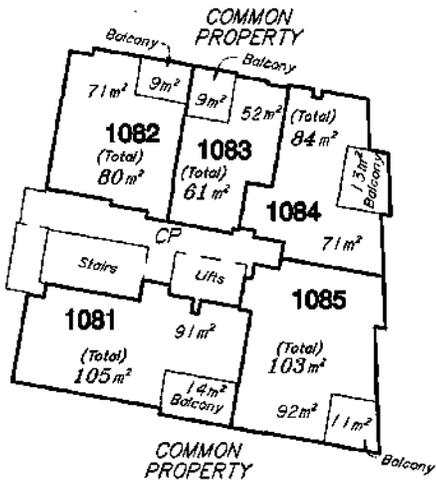
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



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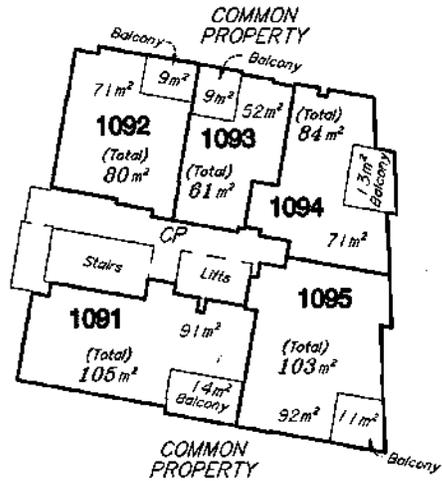
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL M

(Level 9)
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THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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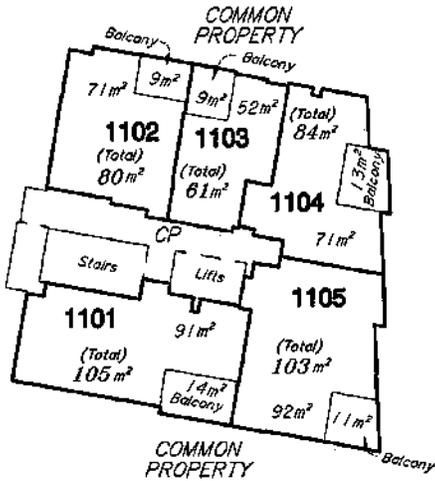
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Insert Plan Number SP294581

LEVEL N

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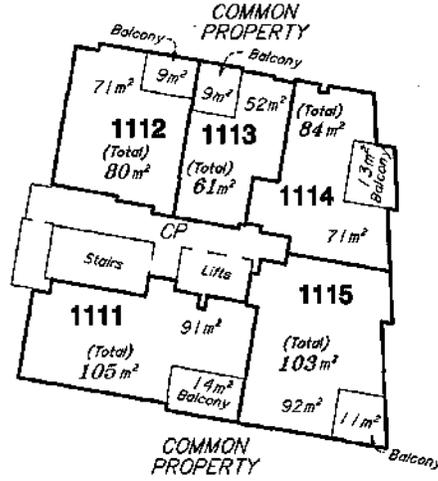
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL O

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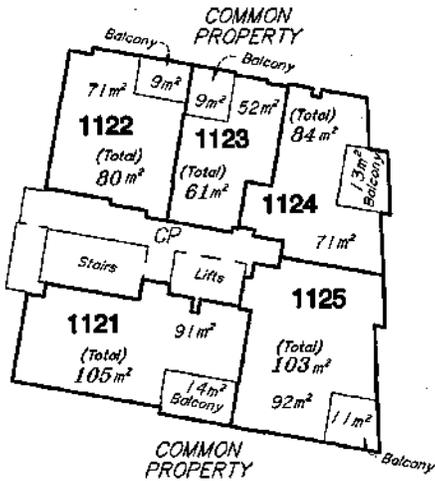
THE BOUNDARY OF COMMON PROPERTY
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LEVEL P

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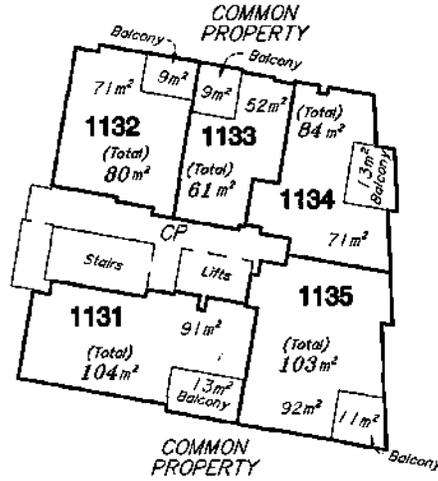
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL Q

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THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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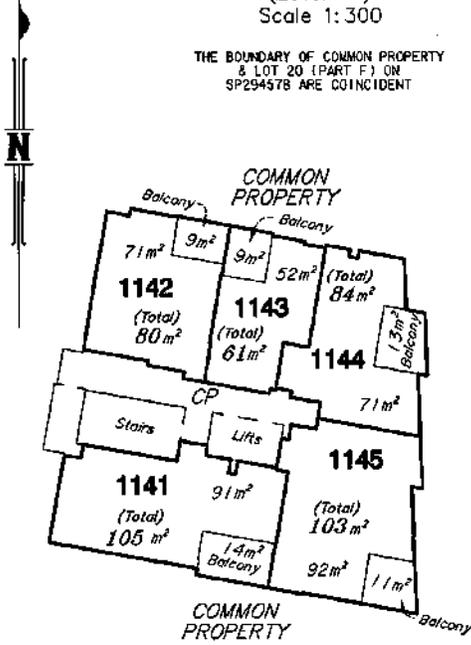
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LEVEL R

(Level 14)
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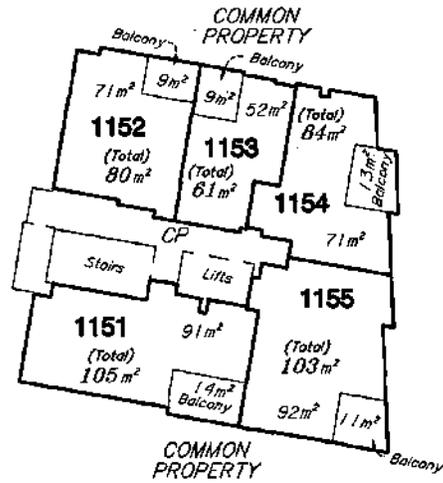
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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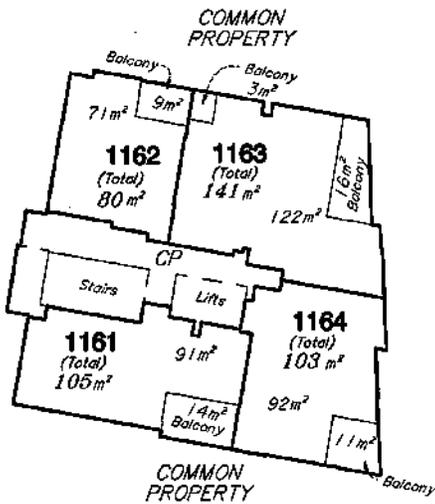
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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LEVEL T

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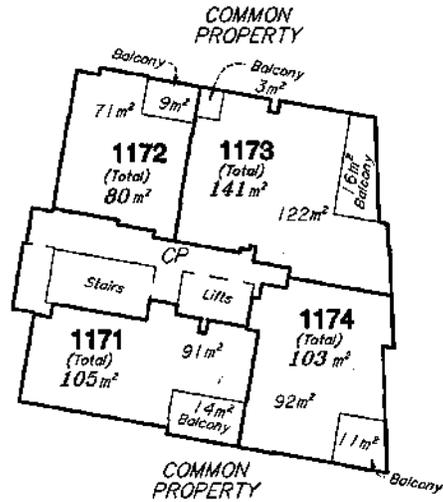
THE BOUNDARY OF COMMON PROPERTY
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LEVEL U

(Level 17)
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THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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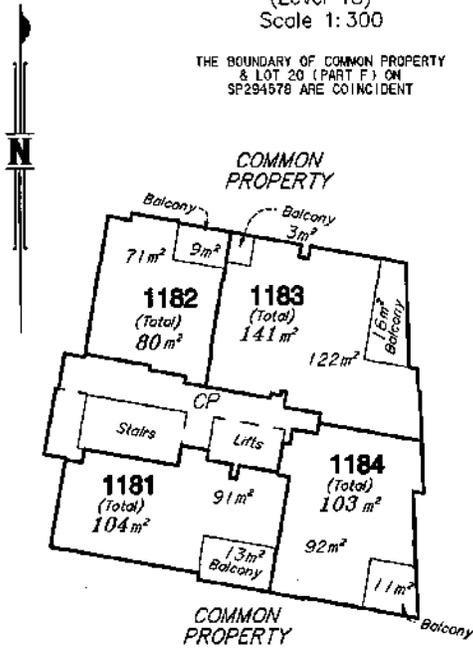
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LEVEL V

(Level 18)
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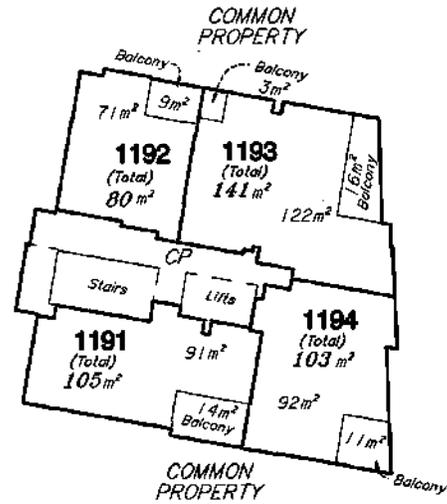
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL W

(Level 19)
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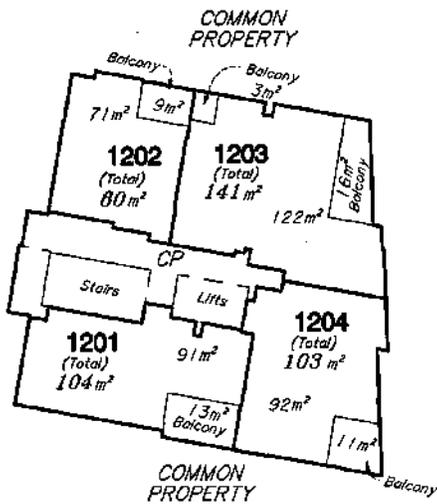
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL X

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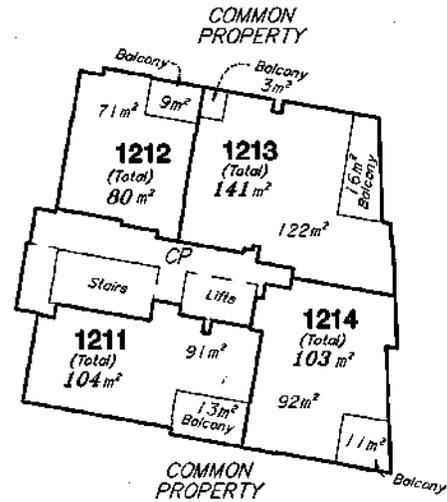
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL Y

(Level 21)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



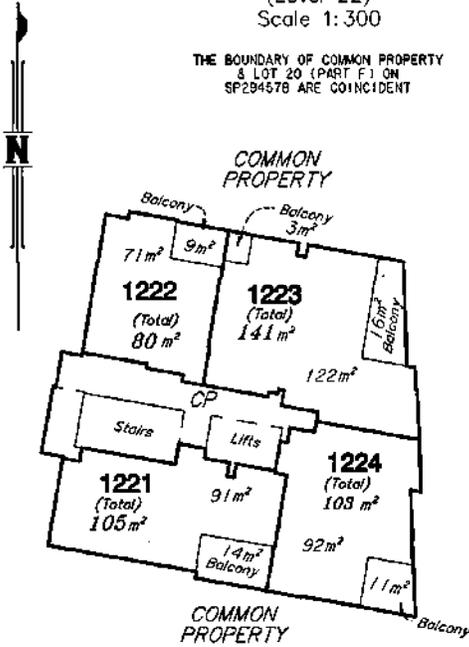
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LEVEL Z

(Level 22)
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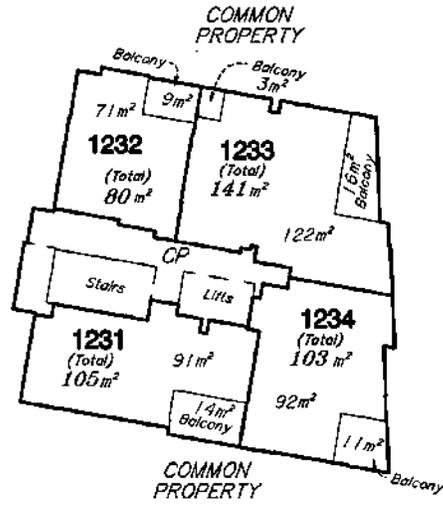
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL AA

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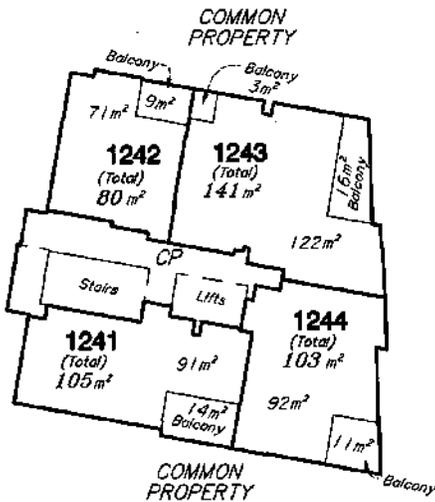
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL AB

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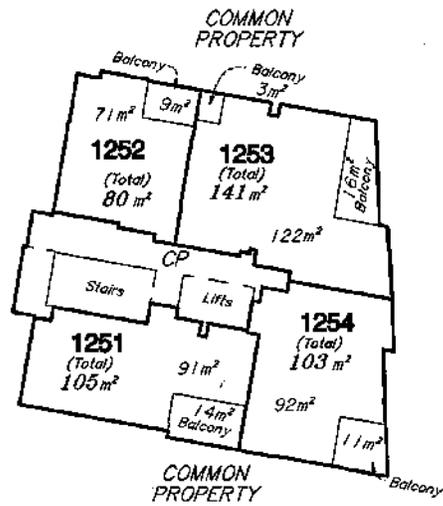
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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LEVEL AC

(Level 25)
Scale 1:300

THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
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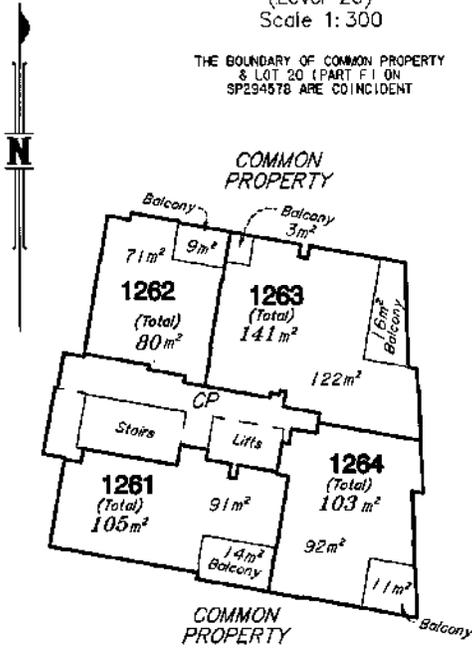
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LEVEL AD

(Level 26)
Scale 1:300

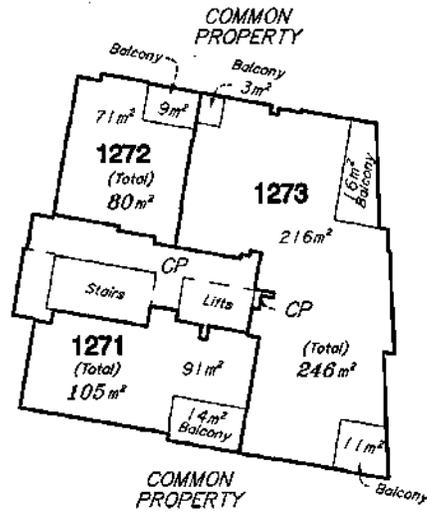
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL AE

(Level 27)
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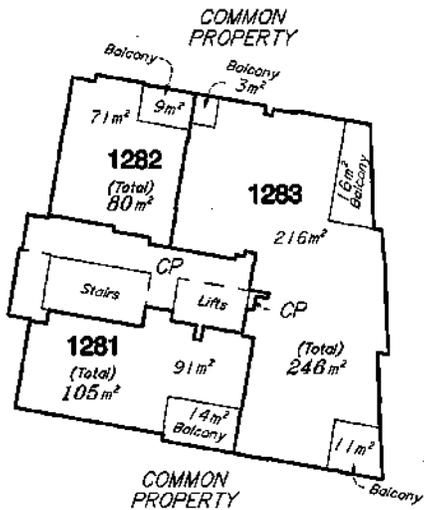
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL AF

(Level 28)
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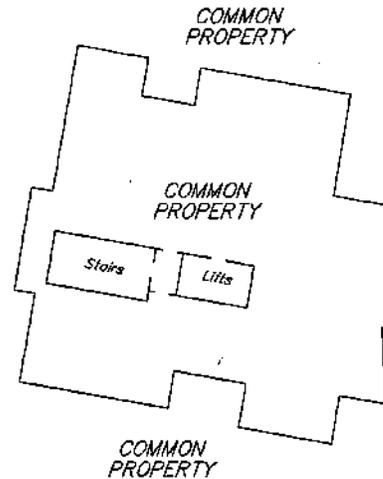
THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



LEVEL AG

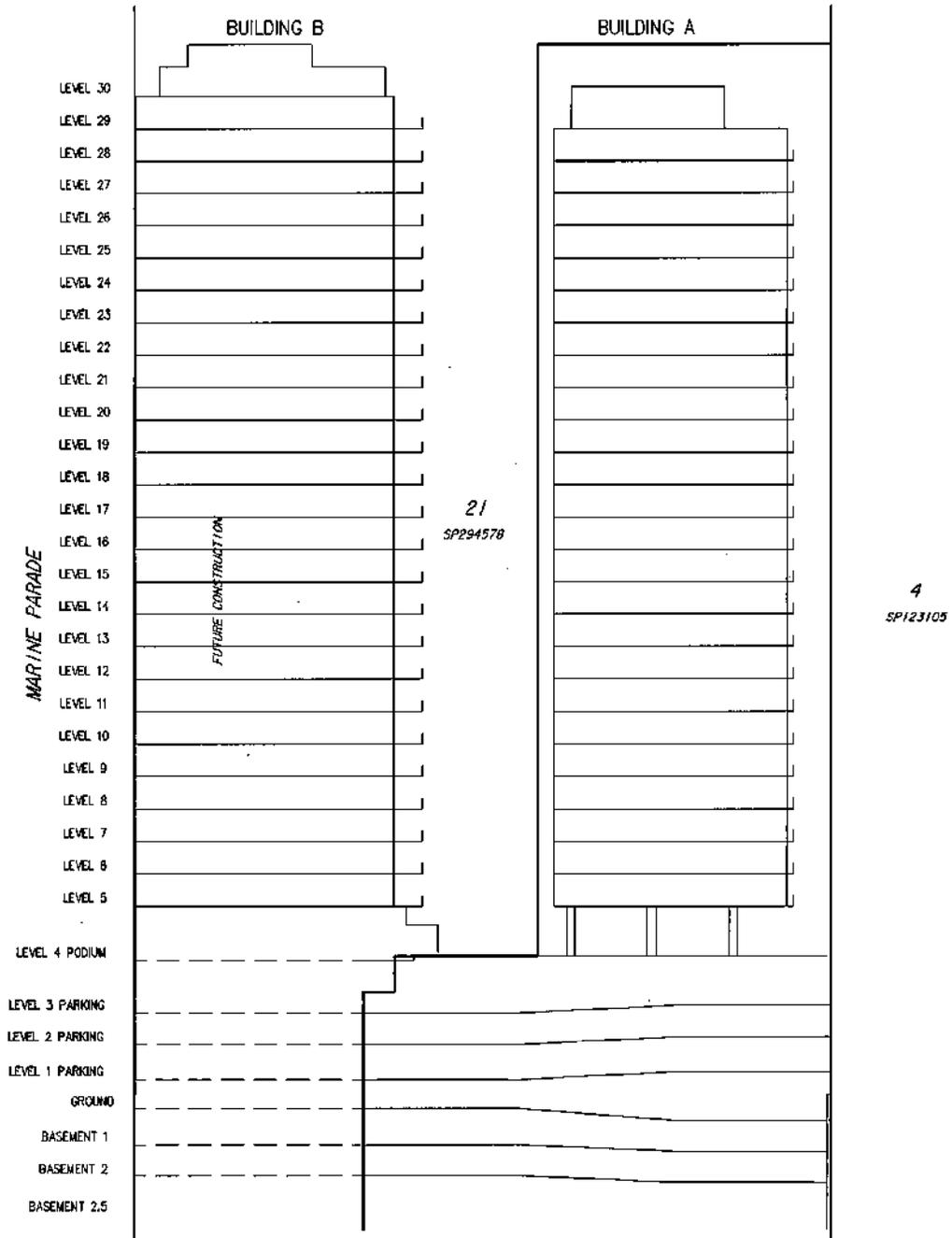
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THE BOUNDARY OF COMMON PROPERTY
& LOT 20 (PART F) ON
SP294578 ARE COINCIDENT



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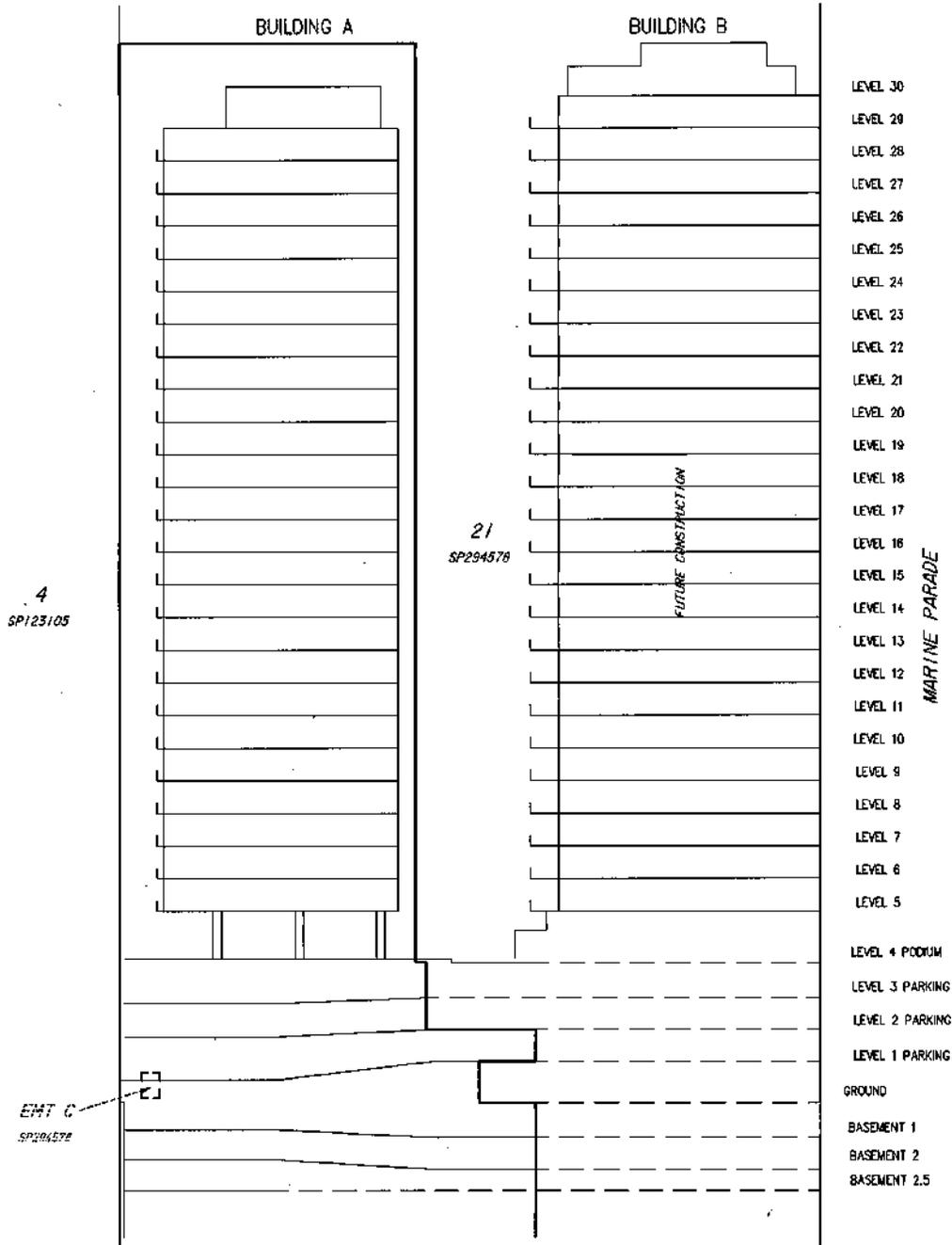
LATERAL ASPECT LOOKING NORTH

Scale 1:400

State copyright reserved.

Insert Plan Number SP294581

20 m 50 mm 40 m 100 mm 60 m 150 mm



LATERAL ASPECT LOOKING SOUTH

Scale 1:400

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Insert Plan Number SP294581

0 20 m 50 m 40 m 100 m 60 m 150 m

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09/12/2024 12:13:36

REGISTRY
Land Act 1994

BUILDING MANAGEMENT STATEMENT

FORM 32 Version 3
Page 1 of 30 *47 DJF*

Dealing Number

Lodger (Name, address, E-mail & phone number)
MCINNES WILSON LAWYERS
GPO BOX 1089
BRISBANE QLD 4001

Lodger Code
234A



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1. **Registered Owners/State Lessees**
Marine Quarter Southport Pty Ltd ACN 620 055 067 *TRUSTEE UNDER INSTRUMENT 720687820 DJF as trustee for Marine Quarter Southport Unit Trust*

2. Lot on Plan Description of affected land	Title Reference
VOLUMETRIC LOT 20 ON SP294578	CERTIFICATE OF TITLE TO ISSUE FROM
<i>VOLUMETRIC DJF</i> LOT 21 ON SP294578	CERTIFICATE OF TITLE TO ISSUE FROM

3. Execution

The Registered Owners/State Lessees 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 if not applicable

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

Marine Quarter Southport Pty Ltd ACN 620 055 067

..... 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)

21/11/2024
Execution Date

[Signature]
Registered Owner's/
State Lessee's Signature

Director

Director

*MARINE QUARTER SOUTHPORT PTY LTD
ACN 620 055 067*

..... 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)

21/11/2024
Execution Date

[Signature]
Registered Owner's/
State Lessee's Signature
DIRECTOR

Title Reference to issue from Certificate of Title

BUILDING MANAGEMENT STATEMENT PURSUANT TO SECTION 54A LAND TITLE ACT 1994

1. SUPPLY OF SERVICES

1.1 Supply of Utility Services

Each Owner grants to the other Owner the right for a free and uninterrupted supply of Utility Services and the other services or supplies to and from each other Owner's Lot through, over and along the Utility Infrastructure in each Lot.

1.2 Access for maintenance and repair of utility Infrastructure

Each Owner grants to the other Owner the right for a service contractor appointed by the Management Group to enter onto each Owner's Lot with equipment, materials and supplies for the maintenance and repair of the Utility Infrastructure. The person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an Owner's Lot.

1.3 No interference

Owners and others bound by this Building Management Statement must not interfere with the Utility Infrastructure or the supply of Utility Services with the exception of any interference as may reasonably necessary to enable the Commercial Lot Owner to develop the Commercial Lot.

1.4 Changing Utility Infrastructure

- (a) An Owner may only relocate Utility Infrastructure within an Owner's Lot with the written consent of the Management Group.
- (b) The Management Group must not unreasonably withhold or delay giving consent.
- (c) The exercise by an Owner of rights under this clause must not unreasonably interfere with the use or enjoyment of the Utility Services by another Owner or an occupier of a Lot.

1.5 Division of costs of maintaining the Utility Infrastructure

Each Owner must pay that Owners share of the cost of maintaining the Utility Infrastructure in the shares set out in Schedule 1 of this Building Management Statement.

2. RIGHTS OF ACCESS

2.1 Vehicle Access

- (a) Each Owner grants to the other Owner, any Occupier of a Lot and their respective invitees at all times and for all purposes can obtain vehicular access to and egress from the Building, including the right to pass and repass with or without vehicles, for the purpose of access to those parts of the Car Parking Areas to which an Owner, Occupier or the invitees is entitled to access.
- (b) An Owner or Occupier must only access those parts of the Car Parking Areas to which they are entitled to access and must use their reasonable endeavours to ensure that the invitees only access those parts of the Car Parking Areas which they are entitled to access in accordance with clause 3 of this Building Management Statement.
- (c) Each Owner grants to the other Owner, any Occupier of a Lot and their respective invitees at all times unhindered access to the Public Road for vehicular access, including the largest service vehicle required.

Title Reference to issue from Certificate of Title

2.2 Pedestrian Access

Each Owner grants to other Owners and Occupiers of a Lot and their invitees, at all times and for all lawful purposes connected with pedestrian ingress and egress from the Lots the right to pass and repass over those parts of the Precinct designed for use by pedestrians.

2.3 Fire Stairs

An Owner or Occupier must only access those parts of the Building, via the Fire Stairs, to which they are entitled to access and must use their reasonable endeavours to ensure that their invitees only access those parts of the Building, via the Fire Stairs, to which they are entitled to access.

2.4 Access to Shared Facilities

- (a) Each Owner grants to the other Owners (in common with all others having similar rights), the right to use and access the Shared Facilities located in the Owner's Lot for the purposes and on the conditions set out in Schedule 1.
- (b) The Management Group and Owners must give reasonable notice:
- (i) to an Owner before they require access to that Lot; and
 - (ii) to a Unit Owner before they require access to a Unit,
- to carry out their obligations in relation to a Shared Facility in accordance with this Building Management Statement.
- (c) Except in an emergency, the Management Group and the Owners may gain access under this clause to part of a Lot or a Building:
- (i) during the hours determined by this Building Management Statement or reasonably agreed to by the relevant Owner or Unit Owner;
 - (ii) subject to this Building Management Statement, according to the reasonable requirements of the relevant Owner or Unit Owner.
- (d) An Owner or Occupier must only access the Shared Facilities, and must use their reasonable endeavours to ensure that their invitees only access the Shared Facilities, which they are entitled to access pursuant to, and for the purposes set out in Schedule 1.

3. CAR PARKING AREAS

3.1 Rights of the Management Group

The Management Group may:

- (a) prepare, adopt and amend Rules to co-ordinate the use of the Car Parking Area; and
- (b) the Management Group may determine that traffic signs are to be installed within the Car Parking Areas.

3.2 Rules

All Owners must comply with any Rules made by the Management Group for the use of the Car parking Areas.

3.3 Use of Car Parks

An Owner or Occupier must only access those parts of the Building, via the Car Parking Areas, to which they are entitled to access and must use their reasonable endeavours to ensure that their invitees only access those parts

Title Reference to issue from Certificate of Title

of the Building, via the Car Parking Areas, to which they are entitled to access.

4. SUPPORT AND SHELTER

4.1 Rights to support and protection

Each Owner grants to all other a right of subjacent 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.

4.2 Rights to shelter and protection

Each Owner grants to all other a right of shelter and protection from the Owner's Lot for the purpose of giving shelter and protection to an Owner's Lot.

4.3 Access for maintenance and repairs

Each Owner grants to all other the right for service contractors appointed by the Management Group at reasonable times and upon reasonable written notice or without notice in the case of emergency, to enter onto each Owner's Lot with equipment, materials and supplies for the maintenance and repair of any part of the Lot including 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 Building Management Statement.

4.4 No interference with support and shelter

Owners and others bound by this Building Management Statement must not interfere with the rights of support and shelter created by this Building Management Statement and must ensure that the rights of support and shelter created by this Building Management Statement are protected at all times.

4.5 Maintenance of structural elements

Owners must maintain all structural elements contained within their Lot. If a structural element extends through the boundary of a Lot to another Lot, each Lot Owner must comply with their obligations in respect of maintenance or replacement of that part of the structural element which is contained within their Lot at their expense.

4.6 Responsibility for roofing

The Owner for each Lot shall be responsible for the maintenance, repair and replacement of any roofing contained within its Lot.

4.7 Responsibility of the external shell of building

Owners shall be responsible for the cleaning, maintenance, repair and replacement of those parts of the external shell of the Building contained within the Owner's Lot however the Management Group may with the approval of the owners appoint contractors to effect cleaning or maintenance works for the entire Building to reduce costs.

5. SIGNAGE

5.1 Signage for Residential Lot

A caretaker or letting agent of any Body Corporate shall be entitled to place reasonable directional signage on parts of the Building as approved by the Management Group which gives directions to the caretaker or letting agent's office. The Management Group shall not unreasonably withhold or delay giving its consent to directional signage that is of a reasonable size for its purpose and is of a high quality.

Title Reference to issue from Certificate of Title

5.2 Signage for Commercial Lot

- (a) The Commercial Lot Owner and occupiers authorised by them shall not be entitled to erect any signage on the Residential Lot or on the outside face of any walls or other structures that form the boundary of the Commercial Lot without the prior written approval of the Management Group. The Commercial Lot Owner must Maintain and Repair any such signage.
- (b) Any such signage must:
- (i) be professionally made, not handwritten, and be incidental to and reasonably necessary for the business conducted on the Commercial Lot;
 - (ii) not emit flashing lights;
 - (iii) be authorised where required by law and be compliant with the requirements of any authority; and
 - (iv) be immediately removed if not compliant with these requirements.

6. INSURANCE

6.1 Obligation to insure

The Owners must arrange insurance in accordance with this Building Management Statement.

6.2 Management Group to obtain insurance

Unless the Owners otherwise agree (and that agreement is in writing) the Owners authorise the Management Group to obtain insurance for the Building (including the Lots and shared facilities) in the names and noting the interests of each Owner and each Owner's mortgagee if requested.

6.3 Type of insurance

A policy of insurance obtained by the Management Group must:

- (a) cover damage; and
- (b) cover costs incidental to the reinstatement or replacement of the insured improvements, Lots and Shared Facilities including the cost of removing debris and the fees of architects and other professional advisers;
- (c) provide for the reinstatement of the Building, Lots and Shared Facilities to their condition as at the date of the Building Management Statement;
- (d) be placed with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth).

6.4 Inspection of policy

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

6.5 Division of costs of insurance

Each Owner must pay that Owner's share of the insurance premium for the insurance obtained by the Management Group 5.2 in the shares determined by the Management Group based on the insurable values of the Owner's Lot and reflecting any insurance premium increases as a result of a particular use of a Lot.

6.6 Owner's insurance

Each Owner must:

Title Reference to issue from Certificate of Title

- (a) insure against public liability for each Owner's Lot for a sum not less than that nominated by the Management Group;
- (b) insure against other risks which a prudent Owner would reasonably effect for similar improvements and risks;
- (c) take out any other insurances reasonably required by the Management Group;
- (d) place the insurance with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth);
- (e) maintain all policies of insurance; and
- (f) not do or omit to do anything which may allow the insurer to refuse a claim under any insurance policy an Owner takes out.

7. MANAGEMENT GROUP

7.1 Establishment

The Owners must establish a Management Group within three months of registration of this Building Management Statement.

7.2 Membership of Management Group

The Owners acknowledge that the members of the management group will vary in the event of a subdivision of the Adjoining Land to create the Commercial Lot and the Residential Lot West Tower.

The members of the management group will be:

- (a) prior to subdivision of the Adjoining Land:
 - (i) one representative of the Residential Lot East Tower;
 - (ii) one representative of the Adjoining Land;
- (b) upon subdivision of the Adjoining Lot the members of the management group will be:
 - (i) one representative of the Residential Lot East Tower;
 - (ii) one representative of the Residential Lot West Tower; and
 - (iii) one representative of the Commercial Lot;

If a lot is subdivided and becomes a community titles scheme, the representatives of the body corporate for that scheme will become a member in place of the lot owner.

7.3 Member's representatives

Each owner must:

- (a) appoint one representative to represent that member on the management group, give to all other members, contact details for its representative (and alternative representative) including address, telephone number, fax number, email address (if they have an email address) and such other information that is reasonably requested.

Title Reference to issue from Certificate of Title

7.4 Owner's representatives

- (a) The representative on the management group shall be the only person (subject to clause 7.3(a)) entitled to act on behalf of that owner and exercise the powers of that owner in the management group (including the power to convene meetings of the management group, receive notices from the management group and refer a dispute to dispute resolution under the terms of this BMS).
- (b) A decision or action of a representative shall bind the relevant owner.
- (c) In the absence of a nomination, the representative of a community titles scheme will be the chairperson of the body corporate of the community titles scheme.

7.5 Alternative representative

A representative may appoint an alternate representative.

7.6 Functions

The Management Group must:

- (c) fulfil the obligations and duties given to it under this Building Management Statement;
- (d) fairly and reasonably administer and manage the Building and shared facilities for the benefit of Owners;
- (e) operate, maintain, repair and renew the shared facilities;
- (f) appoint and control service contractors necessary to maintain and repair Utility Services and Utility Infrastructure and Shared Facilities;
- (g) fairly enforce this Building Management Statement;
- (h) act reasonably in anything it does under this Building Management Statement;
- (i) effect insurance required by this Building Management Statement;
- (j) ensure compliance by Owners with their obligations under this Building Management Statement.

7.7 Powers of Management Group

In carrying out its functions the Management Group may:

- (a) enter into service and management contracts;
- (b) employ service contractors;
- (c) carry out the work required to operate and maintain and repair Utility Services and Utility Infrastructure and Shared Facilities;
- (d) modify, substitute or extend the Shared Facilities;
- (e) close down or remove the Shared Facilities;
- (f) supervise the manager;
- (g) delegate any or all of its functions to a manager;

Title Reference to issue from Certificate of Title

(h) simultaneously with the manager, carry out any of the functions delegated to the manager.

7.8 Term of Management Group

The Management Group ceases on extinguishment of this Building Management Statement or upon variation of this Building Management Statement which removes all rights and obligations from the Owners.

7.9 Election of Chairperson

At its first meeting and at each annual meeting the Management Group must elect by simple majority of representatives present a chairperson from the Owners' representatives.

7.10 Term as chairperson

Election of chairperson is for a term of one year starting at the end of the meeting at which the chairperson is elected and ending at the close of the next annual meeting.

7.11 Chairing meetings

If the chairperson is not present at a meeting of the Management Group the representatives present must appoint one of them or the manager to chair that meeting.

7.12 First meeting

Within 3 calendar months from the date of registration of this Building Management Statement the Management Group must meet in the Building at a date and time convenient to the majority of Owners. If a majority of Owners cannot agree on a convenient time the meeting must be held within 9.00am and 4.00pm on a business day nominated by the party responsible for registering this Building Management Statement.

7.13 Additional meetings

The Management Group must meet upon receipt by the chairperson of a written request from the Owners' representatives.

7.14 Annual meeting

One meeting each year (called the 'annual meeting') must be held within 14 days of the anniversary of the first meeting.

7.15 Management Group to decide frequency of meeting

The Management Group may decide to hold meetings more frequently.

7.16 Requested meetings

The Management Group must meet a member of the Management Group asks it to do so by giving a written notice to the chairperson.

7.17 When requested meeting to be held

A meeting must be held within 21 days of receipt by the chairperson of a request to call it.

7.18 Notice of the meeting

A meeting of a Management Group is called by giving 5 business days written notice of meeting and an agenda to

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Owners.

7.19 Agenda for meeting

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 other issues raised at the meeting.

7.20 Quorum

A quorum for a Management Group meeting is two of the representatives (including an alternate representative).

7.21 Voting

Each Owner's representative shall have one vote. To carry a resolution, the representatives forming the quorum must vote unanimously.

7.22 Resolution in an emergency

In an emergency a resolution is valid if passed by as many Owners as the Chairperson can practically contact.

7.23 Entitlement to vote

A representative may only vote if that representative's Owner has paid all amounts due under this Building Management Statement.

7.24 Records

The Management Group must take accurate minutes of its meetings and keep accurate records of all decisions it makes.

7.25 Distribution of minutes

The Management Group must distribute minutes of its meetings to Owners within 15 business days after a meeting.

7.26 Records kept for 7 years

The Management group must keep agendas, minutes, motions, financial records and other records for 7 years.

7.27 Inspection of records

An Owner may inspect the records by:

- (a) applying in writing to the Management Group; and
- (b) paying a reasonable inspection fee fixed by the Management Group.

7.28 Time for inspection of records

The Management Group must allow an Owner requiring inspection to inspect the records at a reasonable time within 10 business days of an application being made and the inspection fee being paid.

7.29 Removal or copying of records

An Owner must not remove the records unless the Management Group agrees but an Owner may take extracts from or a copy of these records at the Owner's cost.

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7.30 Appointment of manager

The Management Group may appoint a manager. If it does so the engagement must:

- (a) be in writing;
- (b) state the functions the manager is authorised to carry out;
- (c) state the functions it delegates to the manager;
- (d) require the manager to have all licences required by law; and
- (e) say how the manager is to be paid for the manager's services.

7.31 Removal of manager

The Management Group may remove a manager.

7.32 Budgets

At the first meeting and at each annual meeting the Management Group may establish and adopt a budget that contains estimates of spending for the next year to cover:

- (a) the cost of performing its functions under this Building Management Statement;
- (b) the cost to maintain, and repair the Utility Services and Utility Infrastructure and Shared Facilities;
- (c) insurance costs;
- (d) other shared costs.

7.33 Contribution levied by Management Group

The Management Group may:

- (a) fix, on the basis of its budget for a year and Schedule 1, the contributions to be levied on Owners for that year;
- (b) decide the number of instalments; and
- (c) fix the date on or before which payments of each instalment is required.

7.34 Notice of payment due

At least 30 days before an instalment must be paid, the Management Group must give an Owner written notice of:

- (a) the total amount of the contribution levied on an Owner;
- (b) the amount of the instalment to be paid; and
- (c) the date by which the instalment must be paid.

7.35 Recovery of debts

The Management Group may recover unpaid amounts and interest and all recovery costs, as a debt.

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7.36 Interest on unpaid amounts

An 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 which must not be less than the rate quoted by the Management Group's bank for unsecured overdrafts of more than \$100,000.00 at 10.00am on the Monday after the default plus 3% per annum.

7.37 Calculation of interest

Interest will be calculated on daily balances.

7.38 Management Group to establish funds

The Management Group may establish and keep an administrative fund and a works fund.

7.39 Bank Account

The Management Group may establish a bank account for receipts to and payments from each fund.

7.40 Payments to Administrative Funds

The Management Group must pay into its administrative fund any amount received by it that is not required to be paid to the works fund.

7.41 Payments to Works Fund

The Management Group must pay all other monies it receives to the works fund.

7.42 Use of Administrative Fund

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 works fund costs.

7.43 Use of Works Fund

All other spending of the Management Group must be met from the works fund.

7.44 Control of money and spending

The Management Group must not incur an expense or make a payment greater than \$2,500.00 unless:

- (a) the expenditure is authorised by a meeting of the Management Group; or
- (b) an adjudicator acting under the dispute resolution provisions authorises payment of the expenses; or
- (c) an emergency occurs and the expense is less than \$5,000.00; 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.

7.45 Investment of surplus

The Management Group 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.

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7.46 Accounts and audits

The Management Group must:

- (a) keep proper accurate accounting records;
- (b) prepare for each financial year a statement of accounts showing income and expenditure for the financial year;
- (c) unless otherwise agreed, have the accounts audited by an auditor;
- (d) give a copy of the accounts to each Owner with the notice of annual meeting.

7.47 Managements Group's rights to access the Building

In an emergency, the Management Group may do anything in the Building or a Lot which has not been done or done properly by an Owner.

7.48 Service contractors may enter Lots

If it does so the Management Group may authorise service contractors to enter the Building or a Lot and remain in it for as long as is necessary and at the expense of the Owner of the Lot.

7.49 Service contractor's liability

If the Management Group authorises a service contractor to do so, it does not incur any liability for damage arising out of the exercise of any rights under clauses 7.46 and 7.47 other than for damages caused maliciously or negligently.

7.50 No adverse affect

Anything done under clauses 7.46 and 7.47 must not unreasonably or adversely affect an occupier of a Lot under a lease.

8. BMS MANAGEMENT FEE

8.1 Residential Lot Owner to Charge BMS Management Fee

The Residential Lot East Tower shall be entitled to charge the BMS Management Fee to the Commercial Lot and Residential Lot West Tower annually during each and every financial year commencing on the date of establishment of the Scheme.

8.2 Residential Lot Owner may determine the date of issue of the BMS Management Fee

The Residential Lot East Tower shall be entitled to issue the BMS Management Fee by invoice at any time during a financial year and regardless of the date of issue, the BMS Management Fee shall be taken to be for the period commencing on the first day of the financial year and ending on the last day of the same financial year, (with the exception of the first year which commences on the date of establishment of the scheme and expires on the next 30 June).

8.3 Pro rata BMS Management Fee for the First Financial Year

In the case of the first year which commences on the date of establishment of the scheme and expires on the next 30 June, the BMS Management Fee for the first year shall be ascertained by multiplying the BMS Management Fee by the number of days commencing on the date of establishment of the scheme and expiring on the next 30 June and dividing the result by 365.

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8.4 Payment of the BMS Management Fee

The BMS Management Fee must be paid by the Commercial Lot and Residential Lot West Tower within 30 days from the date of issue of the Invoice from the Residential Lot East Tower.

8.5 Recovery of debts

The Residential Lot East Tower may recover unpaid amounts and interest and all recovery costs from the Commercial Lot and/or the Residential Lot West Tower as a debt.

8.6 Adjustments to BMS Management Fee

For each subsequent financial year after the expiration of the first year (which may be a period less than a full year) the BMS Management Fee will be varied by applying the formula in clause 8.7.

8.7 Formula

The BMS Management Fee will be varied in accordance with the following formula:

$P = \text{the greater of } A \text{ or } \frac{A \times B}{C}$ where

P means the BMS Management Fee for the next financial year;

A means the BMS Management Fee for the financial year just ended;

B means the Index Number last published before the expiration of the financial year just ended; and

C means the Index Number last published before the commencement of the financial year just ended.

9. GST

9.1 Application of Clause

This clause applies if any of the parties to this Building Management Statement is or may become liable to pay GST in relation to any Supply under this Agreement (a "Taxable Supply").

9.2 GST Payable

In addition to the BMS Management Fee payable by the Commercial Lot and Residential Lot West Tower to the Residential Lot East Tower (the "GST Exclusive Consideration"), the Commercial Lot must pay GST on the Taxable Supply to the Residential Lot East Tower of an amount equal to the GST Exclusive Consideration multiplied by the GST Rate. GST shall be payable by the Commercial Lot, without deduction or set-off of any other amount at the same time as the GST Exclusive Consideration under this Building Management Statement is payable. In all other respects, GST shall be payable by the Commercial Lot to the Residential Lot East Tower on the same basis as the GST Exclusive Consideration is payable by the Commercial Lot under this Building Management Statement.

9.3 Invoice

The Residential Lot East Tower must issue an Invoice to the Commercial Lot and Residential Lot West Tower for the amount of GST referable to the Taxable Supply.

9.4 Particulars of GST

The Residential Lot East Tower must include in an Invoice under clause 9.3 such particulars as are required by the GST Law in order that the Commercial Lot and Residential Lot West Tower may obtain credit for the amount of GST payable on the Taxable Supply.

9.5 Failure to Pay GST

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If the Commercial Lot and/or Residential Lot West Tower makes default in the payment on the due date of any amount payable pursuant to clause 9.2 then, without prejudice to any other remedies of the Residential Lot East Tower, the Commercial Lot and/or Residential Lot West Tower shall pay to the Residential Lot East Tower upon demand an amount equal to the amount of any damages or interest or additional GST that may become payable by the Residential Lot East Tower. As between the Residential Lot East Tower and the Commercial Lot and/or Residential Lot West Tower, the Residential Lot East Tower shall not be obliged to pay any GST or take any other steps to minimise the liability in respect of GST until the corresponding payment is received from the Commercial Lot and/or Residential Lot West Tower r.

10. DISPUTE RESOLUTION

10.1 Part does not apply to debts

The provisions of this Part does not apply to debts.

10.2 Notice of dispute

If a dispute exists, an Owner may give a notice of it called a dispute notice.

10.3 Form of dispute notice

A dispute notice must:

- (a) be in writing;
- (b) state the name and address of each Owner involved in the dispute;
- (c) state in detail the grounds of the dispute;
- (d) be accompanied by sufficient information or materials dealing with the dispute;
- (e) be served upon each Owner involved in the dispute and the Management Group.

10.4 Mediation

If the dispute is not resolved within 3 months of the dispute notice being given, an Owner may give a mediation notice requiring the parties in dispute to:

- (a) refer the dispute to mediation; and
- (b) appoint the director or the delegate of the director of the dispute resolution centre pursuant to the Dispute Resolution Centre Act 1990 located nearest to the Building to be the mediator.

10.5 Mediation procedure

The parties must mediate the dispute according to the procedure specified under the Dispute Resolution Act 1990.

10.6 Adjudication

If a party does not attend, withdraws from mediation or no agreement is reached at mediation, an Owner may give an adjudication notice to:

- (a) refer the dispute for adjudication; and
- (b) appoint an adjudicator to determine the dispute.

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10.7 Appointment of adjudicator

If the Owners cannot agree on an adjudicator within 7 days after an adjudication notice is given, an Owner may ask the mediator appointed under clause 10.4(b) to:

- (a) appoint a person that has the qualifications, experience or standing appropriate for acting as an adjudicator for the dispute and;
- (b) inform the parties of the amount which is to be paid for the adjudication.

10.8 Functions of adjudicator

An adjudicator acting under this part:

- (a) acts as an expert and not as an arbitrator;
- (b) must investigate the dispute and may interview the persons whom the adjudicator considers helpful in resolving the issues raised by the 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) must determine the dispute within 1 month of being appointed;
- (f) must give a decision and written reasons for the decision within 14 days of determining the dispute.

10.9 Adjudicator's decision binding

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

10.10 Costs of Adjudication

The Owners must share equally the cost of the adjudicator unless the adjudicator orders otherwise.

10.11 Each party's costs

Owners must pay their own costs in connection with a dispute, dispute notice, mediation, adjudication notice and adjudication.

11. ADMINISTRATION

11.1 Management Group rules

The Management Group may make rules and security arrangements concerning the Building and the Shared Facilities and any other areas over which Owners and others have rights of access or support and shelter.

11.2 Schedule of Shared Facilities

The schedule of Shared Facilities is shown in Schedule 1. The Management Group may amend the schedule of Shared Facilities from time to time.

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11.3 Determination of contributions

The contributions payable by an Owner in relation to Shared Facilities shall be determined in accordance with Schedule 1. The Management Group must determine the costs payable each year in relation to the Shared Facilities and must charge Owners in accordance with Schedule 1.

11.4 Payment of contributions

Owners must pay the amount of their portion determined in accordance with Schedule 1 in the manner and within the time set by the Management Group.

11.5 Recovery of unpaid debts

An unpaid payment due under clause 11.4 may be treated in the same way as unpaid amounts due under clauses 7.34 and 7.35.

11.6 Maintenance of service facilities

The Management Group may make and publish rules and take any action reasonably necessary to ensure that the Utility Services and Utility Infrastructure and Shared Facilities are maintained to a high standard.

11.7 Service contractors

- (a) only an approved contractor may be used by an Owner;
- (b) The Management Group must prepare a list of approved contractors for the maintenance and repair and renewal or replacement of:
 - (i) the Shared Facilities;
 - (ii) means of pedestrian access;
 - (iii) means of vehicle access;

and provide a copy to the Owners.

12. TERMINATION OR VARIATION

12.1 Redundant shared facility

If a Shared Facility becomes redundant, the Management Group must:

- (a) remove it or close it off; and
- (b) make good that part of the Building where it is located.

12.2 Owners to consent

An Owner that uses the redundant Shared Facility must consent to the Management Group removing it or closing it off but must not unreasonably withhold consent.

12.3 Termination of Building Management Statement

This Building Management Statement may be terminated if:

- (a) the Owners by unanimous resolution decide to terminate it; and
- (b) to the extent necessary for the effective termination of the Building Management Statement -- agreement

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about termination issues is entered into between:

- (i) all Owners; and
- (ii) each lessee under a registered or short term lease in respect to whole or part of a Lot.

12.4 Statement of extinguishment

The Owners must prepare and sign a statement of extinguishment of the Building Management Statement that must be lodged in the Department of Natural Resources and Mines.

12.5 Procedure upon extinguishment or variation

Upon extinguishment of this Building Management Statement or upon variation of this Building Management Statement to remove all rights and obligations of the Owners:

- (a) the Management Group bank account must be closed;
- (b) the Owners become entitled to the credit balances of the administrative fund and works fund in proportion to their contributions under clause 7.32; and
- (c) the liabilities of the Management Group vest severally in the Owners in the same proportions.

12.6 Continuing current contracts

All current service contracts relating to the Shared Facilities and the Building under the Building Management Statement must be maintained by the Owners during the remaining term of them.

12.7 Costs of current contracts

Owners must contribute to the cost of the service contracts in the proportions determined by the Management Group for the payment of contributions.

12.8 Keeping records

Administrative, financial and other records maintained by the Management Group 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 from the date of extinguishment or variation.

12.9 Cost of keeping records

The Owners must fix and contribute equally to the cost of the custodian appointed.

13. GENERAL

13.1 General conditions of insurance

Any insurance of a Lot required by this Building Management Statement may be part of a blanket insurance program maintained or caused or caused to be maintained by an Owner, so long as the limit of insurance is not less than that required by this Building Management Statement.

13.2 Management Group may Insure Lots

The Management Group may effect any insurance not effected by an Owner if after notice the Owner fails to do so. The insurance may be effected in the name of and at the expense of the Owner failing to comply.

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13.3 Owner to pay for insurance

An Owner must promptly pay the Management Group for all premiums, costs and expenses incurred.

13.4 Building Management Statement – rights run with ownership

If a Lot is subdivided in whole or in part:

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

13.5 Non-interference

An Owner and any person bound by this Building Management Statement must not interfere with the rights given under this Building Management Statement.

13.6 Owners and others to comply

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

13.7 Obligations

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

13.8 Indemnity

An Owner must indemnify other Owners and the Management Group from and against all action, claims, suits, proceedings, costs and expenses 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 licenses established in this Building Management Statement.

13.9 Details to be given

Owners must 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 number;
- (e) representative; and
- (f) representative's telephone number.

13.10 How notice to be given

A notice required or permitted to be given under this Building Management Statement:

- (a) must be in writing; and

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

13.11 When notice is to be 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, unless the sender is aware that the transmission is impaired.

14. FUTURE DEVELOPMENT

14.1 Potential for Future Development

Each Owner acknowledges that a lot may be developed or further developed.

14.2 Interference to be minimised

Such development or further development may cause temporary interference or disturbance to an owner or occupiers use and enjoyment of a lot including a shared facility or shared structure.

14.3 Reference to Dispute Resolution

If an Owner or occupier of a lot in the building believes that its use and enjoyment of its lot is being substantially interfered with because of the development being undertaken on another lot in the building, the owner must refer the matter as a dispute in accordance with the dispute resolution procedure in this BMS.

14.4 Further Development by Original Owner

Notwithstanding anything in this BMS each owner acknowledges and agrees that the original owner may develop or further develop a lot in a manner such that:

- (a) additional lots are created out of such lots which require separate identification under this BMS; or
- (b) such lots are amalgamated with existing lots under this BMS; or
- (c) there is the identification of new areas, or a change to existing areas, including Shared Facilities and the terms and conditions applicable to such areas; or
- (d) there is the identification of new easement rights and the terms and conditions applicable to such easement rights.

14.5 Extinguishment of Amendment of BMS

Upon a request from the original owner each owner shall either

- (a) sign an extinguishment of this BMS and a new Building Management Statement; or
- (b) sign an amendment of this BMS,

in a form required by the original owner to reflect such further development and shall cause its mortgagee to consent to the extinguishment and new building management statement or amendment. Each owner shall also, within seven

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days after a request from the original owner produce any duplicate certificate of title issued in respect of their lot to the Department of Natural Resources and Mines (or such relevant department) for cancellation to allow the instrument of extinguishment or amendment or the new Building Management Statement to register. The terms of the new building management statement or amendment shall be on terms reasonably required by the original owner to give effect to the proposed development or further development. The party instigating the change shall pay each Owner's reasonable costs and expenses in complying with this sub-clause.

14.6 Power of Attorney

To further secure the rights of the original owner under clauses 14.4 and 14.5, each owner, for valuable consideration which they acknowledge receiving, irrevocably appoints each director and secretary of the original owner as its attorney to:

- (a) sign an amendment of this Building Management Statement;
- (b) sign an extinguishment of this Building Management Statement; or
- (c) sign a new Building Management Statement in respect of the building,

on behalf of that owner and to register such document in the Department of Environment and Resource Management (or such relevant department).

14.7 Registration of Power of Attorney

The original owner may register this BMS as a power of attorney at any time and the original owner may ratify and confirm any power when exercised under clause 14.6 as attorney and agent for an owner.

14.8 Consent to Further Development

If this BMS confers on an owner a right of access through another owner's lot to enable access to the first mentioned owner's lot, then if the consent of the second mentioned owner is required to an application made by the first mentioned owner (being an application in respect of the use or development of the first mentioned owner's lot) because of the ownership of the access-way by the second mentioned owner, then provided that the development applied for is not inconsistent with the right of access, the second mentioned owner shall, within 14 days of a written request from the first mentioned owner, provide any necessary form of consent (as owner of the land upon which access is required) to the application of the first mentioned owner.

15. ABOUT THIS BMS

15.1 Application

This Statement:

- (a) applies to the Lots;
- (b) creates rights, duties and obligations of the Owners and the Occupiers of the Lots; and
- (c) regulates the management and operation of the Buildings.

15.2 Understanding this Document

- (a) In this document there are words and terms defined in the dictionary in clause 15.1.
- (b) To assist in understanding this document there are rules of interpretation set out in the interpretation provisions of clause 15.1.

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- (c) There are plans annexed to this BMS that identify certain areas regulated by this BMS and these are contained in Part C of Schedule 1.
- (d) Schedule 1 sets out the rights and obligations of the parties to the BMS in relation to specific areas and facilities and the obligations of the parties in relation to maintenance and repair.

15.3 Parties to this BMS

- (a) Upon registration there will be only one party to this BMS which shall be the original owner.
- (b) Initially, this BMS shall apply to Volumetric Lot 20 on SP 294578 and Lot 21 on SP 294578. If either lot is subdivided, then the BMS shall apply to the reconfigured lots.
- (c) The original owner (or a successor in title) may register a survey plan and a community management statement to establish a community titles scheme over any Lot or Lots. If a community titles scheme is established over a Lot references in this BMS to the Lot Owner shall mean the Body Corporate for the relevant Lot.
- (d) This document has effect as an agreement under seal binding:
 - (i) the owners of each Lot;
 - (ii) any Body Corporate;
 - (iii) the occupiers for the time being of any Lot;
 - (iv) any other person in whom the fee simple of any part of the Building is vested for the time being, or the Mortgagee in possession or Lessee or Licensee of any such part.

16.4 The Development

The lots to which this BMS will apply will have different uses such as residential and commercial uses.

16. CONTINUING APPLICATION OF EXISTING GOLD COAST CITY COUNCIL DEVELOPMENT PERMITS

- (a) The requirements specified within relevant material change of use approvals must be included in all Building Management Statements over the Lots and complied with for as long as the volumetric lots created by that development permit, or any Lots subsequently created from those Lots, exist.
- (b) This Building Management Statement recognises the continuing application of all current development permits issued, at the time of compliance assessment of the volumetric subdivision plan, over the land preceding the volumetric lots to which this Building Management Statement relates.
- (c) Each Owner grants to each other Owner all rights of access to or use of any Lot or Lots as are necessary to enable another Owner to:
 - (i) comply with its obligations (if any) under conditions and other requirements of such development permits; and/or;
 - (ii) take the benefit of services or facilities provided for the Building as a whole pursuant to the conditions and other requirements of such development permits. all proposed uses of any volumetric lots, in whole or part, or any Lots subsequently created from those Lots should be assessed against the relevant conditions of these development permits and any amendments to such. it is advised that nothing in the Building Management Statement alleviates the need to

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observe the conditions of the applicable development permits, all relevant legislation, council's planning schemes.

- (d) All proposed uses of any volumetric lots, in whole or part, or any lots subsequently created from those lots should be assessed against the relevant conditions of these development permits and any amendments to such.
- (e) It is advised that nothing in this Building Management Statement alleviates the need to observe the conditions of the applicable development permits, all relevant legislation or Council's Planning Schemes.

17. INTERPRETATION

17.1 Interpretation

In this Building Management Statement:

- (f) headings are for convenience and do not affect the interpretation of this Building Management Statement;
- (g) the singular includes the plural and vice versa;
- (h) a reference to a gender includes all genders;
- (i) a reference to a statute, regulation, proclamation, ordinance or by-law includes all variations, consolidations or replacements of them;
- (j) 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;
- (k) words in italics have the meanings given them in the Dictionary of this Building Management Statement.

18. DICTIONARY

In this Building Management Statement:

"Adjoining Land" means Lot 21 on SP294578.

"adjudicator" means the person appointed under clause 10.6 or 10.7;

"adjudication notice" means a notice given for the purpose of clause 10.6;

"BMS Management Fee" means a fee payable by each Lot owner to the entity named as "BMS Manager" – typically the Body Corporate Manager, on terms as approved from time to time by the Management Group.

"Body Corporate" means one or more body corporates that are created following registration of a survey plan and a community management statement to establish a community titles scheme.

"Body Corporate Manager" means the manager appointed by the Body Corporate.

"Buildings" means the building to which this Building Management Statement applies which comprises the Residential Lot and the Commercial Lot;

"Building Management Statement" or "BMS" means this Building Management Statement;

"business day" means the day on which banks in Brisbane are open for business;

"Caretaker" means the Caretaker appointed by the Body Corporate pursuant to the Caretaking Agreement.

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"Caretaking Agreement" means the agreement headed "Caretaking Agreement" entered into by the Body Corporate and the Caretaker (which agreement may be assigned by the Caretaker) whereby the Caretaker agrees to undertake various services on behalf of the Body Corporate.

"Car Parking Areas" means the car parking areas in the Precinct, including the Basement Level 1, Basement Level 2, Ground Level, Level 1, Level 2 and Level 3 designed for vehicular access to and from car parking areas in the Precinct.

"Commercial Lot" means proposed Volumetric Lot 23 on SP 294585 and any lots reconfigured from the Commercial Lot;

"Commercial Lot Owner" means Marine Quarter Southport Pty Ltd ACN 620 055 067 as trustee for Marine Quarter Southport Unit Trust and its successors in title;

"damage" means coverage under insurance required to be put in place under this Building Management Statement

- (a) earthquake, fire, explosion, lightning, storm, tempest, flood and water damages; and
- (b) glass breakage; and
- (c) damage from impact, malicious act and riot;

"dispute notice" means a notice given under clause 10.2;

"external influences" means any act including structural damage or defects, damage by fire, lightning, tempest, earthquake, flood, explosion, falling objects, acts of God, riots, sabotage, terrorism or damage or defects which arise unintentionally or without negligence;

"GST" means a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;

"GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999 and related legislation;

"GST Rate" means the rate of GST under the GST Law;

"Fire Stairs" means stairs and stairways that provide a method of escape in the event of an emergency or fire.

"Index Number" means:

- (a) the quarterly Consumer Price Index Brisbane All Groups number published by the Australian Bureau of Statistics; or
- (b) if the quarterly Consumer Price Index Brisbane All Groups number published by the Australian Bureau of Statistics is suspended or discontinued, the Male Basic Wage applicable in the City of Brisbane; or
- (c) if the system or practice of the determination of the Queensland Male Basic Wage ceases, the index published at the commencement date of the Term and at the time of variation of the BMS Management Fee by the Australian Bureau of Statistics which reflects fluctuations in the cost of living in Brisbane, which shall be:
 - (i) as agreed by the parties; or
 - (ii) if the parties are unable to agree within 14 days after one of the parties proposes an index as may

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be determined, at the request of any party, by a suitably qualified person nominated by the President of the Australian Property Institute, whose determination shall be final and binding on the parties (and whose cost shall be shared by the parties equally). In making the determination, the person shall act as an expert and not as an arbitrator;

"Invoice" means a tax invoice under the GST Law;

"Local Authority" means Gold Coast City Council;

"Lots" means a Lot to which the Building Management Statement applies;

"Maintain and Repair" means maintaining, inspecting, repairing, replacing, altering and renewing;

"manager" means the manager appointed under clause 7.30;

"Management Group" means the management group established under clause 7.2;

"Marine Quarter East Community Titles Scheme" means the community titles scheme relating to the Residential Lot East Tower.

"Marine Quarter West Community Titles Scheme" means the community titles scheme relating to the Residential Lot West Tower.

"mediation notice" means a notice given under clause 10.4;

"Occupier" means an occupant of a Lot.

"Owner" or **"Owners"** means the registered owner of a lot from time to time and includes registered owners of parts of the lot if the lot is subdivided. If a scheme is created in respect of a lot, on establishment of the scheme, the body corporate is treated as the owner of all lots in the scheme for the purpose of this Building Management Statement;

"Precinct" means buildings and improvements erected on the Land situated at 163, 165 and 167 Marine Parade, Southport;

"Residential Lot East Tower" means Volumetric Lot 20 on SP 294578 and any lots reconfigured from this lot;

"Residential Lot West Tower" means Lot 22 on SP 294585 and any lots reconfigured from this lot;

"Rules" means the rules and operating procedure for the Precinct determined by the Management Group from time to time;

"Scheme" means the "Marine Quarter East Community Titles Scheme" and "Marine Quarter West Community Titles Scheme";

"Shared Facilities" are the services, facilities, machinery, equipment and other things used by the Owners;

"Supply" and **"Supplied"** means the same as in the GST Law;

"Unit" means a lot in the Scheme forming part of the Precinct;

"Utility Infrastructure" means cable, wires, pipes, pumps, sewers, drains, ducts, conduits, laser and optical fibres, air conditioning plant and equipment and electronic data or impulse communication, transmission or reception systems and any other equipment or means by which Lots are supplied with Utility Services;

"Utility Services" means –

~~SCHEDULE / ENLARGED PANEL /~~
~~ADDITIONAL PAGE / DECLARATION~~

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Title Reference to issue from Certificate of Title

- (a) water reticulation or supply; or
- (b) gas reticulation or supply; or
- (c) electricity supply; or
- (d) air-conditioning; or
- (e) a telephone service; or
- (f) a computer, data or telephone service; or
- (g) a sewerage system; or
- (h) drainage; or
- (i) a system for the removal or disposal of garbage or waste, and includes any grease trap; or
- (j) any other system or service designed to improve the amenity or enhance the enjoyment of the Lots.

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SCHEDULE 1

Shared Facilities

Part A - Definitions

- (a) The following abbreviations and definitions are used in this Schedule. Other definitions have the same meaning as that given to them in the Statement.

GFA means the total area of all floor levels in the Building on a Lot, measured to the inside of the external walls, including:

- (i) all internal walls, windows, columns and elevator shafts;
- (ii) all internal and external stairs, landings, ramps, escalators or other means of access between levels; and
- (iii) the combined area of car parking spaces in the Building within the Lot of a relevant Owner,

but excluding the area of:

- (iv) any lift plant, motor room or air-conditioning or other mechanical/electrical plant and equipment room; and
- (v) any private balcony or roofdeck, where not used as a restaurant, shop, or other commercial or commercial use, 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. A roofdeck 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.

Residential Lot East Tower means Volumetric Lot 20 on SP 294578 and any lots reconfigured from this lot;

Residential Lot West Tower means Lot 22 on SP 294585 and any lots reconfigured from this lot;

Commercial O means the Commercial Lot Owner;

Responsibility means the responsibility for managing, supervising, maintaining, repairing, renovating or replacing the relevant Shared Facility and the collection of the costs from the relevant parties associated with those costs of that Shared Facility; and

Share means the percentage of the shared cost of a Shared Facility as specified in Part B of Schedule 1.

- (b) In order to establish the Share, the percentages used or fees shown are calculated as follows:

GFA Proportion

The Share is based on the GFA that each Building bears to the total GFA of the Precinct or Lots sharing the Shared Facility (as applicable).

Carpark Space Based Percentage

The Share is based on the number of carparking spaces in the Building as a proportion of the total number of approved and developed carparking spaces (expressed as a percentage).

Metered Facilities

A cost relating to a Shared Facility having a metering device will be apportioned in accordance with the individual user's meter reading, as a proportion of the total meter readings for the Shared Facility.

Consumption Basis

Proportion of individual users' meter reading as a proportion of the total meter readings for the Shared Facility on an annual basis

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Part B – Shared Access and Facilities

Descriptor	Location Area (if applicable)	Ownership	Benefited Lots	Nature of Right	Method of Apportioning Costs	Maintenance Operating Responsibility
D	Basement level 2	Residential Lot East Tower	Residential Lot East Tower and Residential lot West Tower	Vehicle access	Carpark %	Residential Lot East Tower
D	Basement level 1	Residential Lot East Tower	Residential Lot East Tower and Residential lot West Tower	Vehicle access	Carpark %	Residential Lot East Tower
A	Ground level	Residential Lot East Tower	All Lots	Pedestrian, vehicle and refuse transport access	Carpark %	Residential Lot East Tower
B	Ground level	Residential Lot West Tower	Residential Lot West Tower and Commercial O	Pedestrian access	Carpark %	Residential Lot West Tower
C	Ground level	Commercial O	All Lots	Pedestrian and refuse transport access	Carpark %	Commercial O
D	Ground level	Residential Lot East Tower	Residential Lot East Tower and Residential lot West Tower	Vehicle access	Carpark %	Residential Lot East Tower
E	Ground level	Residential Lot East Tower	Residential Lot East Tower and Commercial O	Refuse	GFA	Residential Lot East Tower
G	Ground Level	Residential Lot West Tower	All Lots	Pedestrian and refuse transport access	Car park %	Residential Lot West Tower
H	Ground Level	Residential Lot West Tower	All Lots	Pedestrian and refuse transport access	Car park %	Residential Lot West Tower

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue from Certificate of Title

Descriptor	Location Area (if applicable)	Ownership	Benefited Lots	Nature of Right	Method of Apportioning Costs	Maintenance Operating Responsibility
D	Level 1	Residential Lot East Tower	Residential Lot East Tower and Residential lot West Tower	Vehicle and pedestrian access	Carpark %	Residential Lot East Tower
D	Level 2	Residential Lot East Tower	Residential Lot East Tower and Residential lot West Tower	Vehicle and pedestrian access	Carpark %	Residential Lot East Tower
D	Level 3	Residential Lot East Tower	Residential Lot East Tower and Residential lot West Tower	Vehicle and pedestrian access	Carpark %	Residential Lot East Tower
F	Level 4	Residential Lot East Tower	Residential East and West Towers	Pedestrian access and use of recreational area	GFA %	Residential Lot East Tower
Fire Control Systems						
	Fire Indicator Panel	Wherever located	All Lots	Fire protection systems	GFA	Wherever located
	Detectors Basement Levels	Wherever located	All Lots	Fire protection systems	Car park %	Wherever located
Sprinkler Pipes & Systems						
	Sprinkler/ Hydrant Tanks	Wherever located	All Lots	Fire protection systems	Car park %	Wherever located
	Sprinkler Hydrant Booster Pumps	Wherever located	All Lots	Fire protection systems	Car park %	Wherever located
	Sprinkler Booster Valves	Wherever located	All Lots	Fire protection systems	Car park %	Wherever located
Mechanical						
	Commercial AC Plant	Wherever located	Commercial Lots	Air condition supply to Commercial Lots	GFA% of CommercialO	CommercialO

**SCHEDULE / ENLARGED PANEL /
 ADDITIONAL PAGE / DECLARATION**

Title Reference to issue from Certificate of Title

Descriptor	Location Area (if applicable)	Ownership	Benefited Lots	Nature of Right	Method of Apportioning Costs	Maintenance Operating Responsibility
	Basement Exhaust	Wherever located	All Lots	Supply of air to Basement	Car park %	NRBC
Pumps						
Electrical						
	Transformer	Wherever located	All Lots	Power Supply	Car park %	Wherever located
	Main Switchboard	Wherever located	All Lots	Power Supply	Car park %	Wherever located

**SCHEDULE / ENLARGED PANEL /
 ADDITIONAL PAGE / DECLARATION**

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Title Reference to issue from Certificate of Title

Location Area (if applicable)	**Ownership	Benefited Lots	Nature of Right	Shared Cost	Method of Apportioning Costs	**Maintenance Operating Responsibility
Communication Room	Wherever Located	All Lots	Power Supply	GFA	Car park %	Wherever Located
Pollutant Traps						
Commercial GPT (if any)	Wherever Located	Commercial	Pollutant Trap	GFA	GFA% of Commercial	Wherever Located
Access						
Basement Roller Doors	Wherever Located	All Lots	Security access door	GFA	Car park %	Wherever Located
Security Master Control system	Wherever Located	All Lots	Security	GFA	Car park %	Wherever Located
Storm Water System	Wherever Located	All Lots	Storm water discharge and management	GFA	Car park %	Wherever located

*Please note these shared areas and cost allocations are subject to change

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

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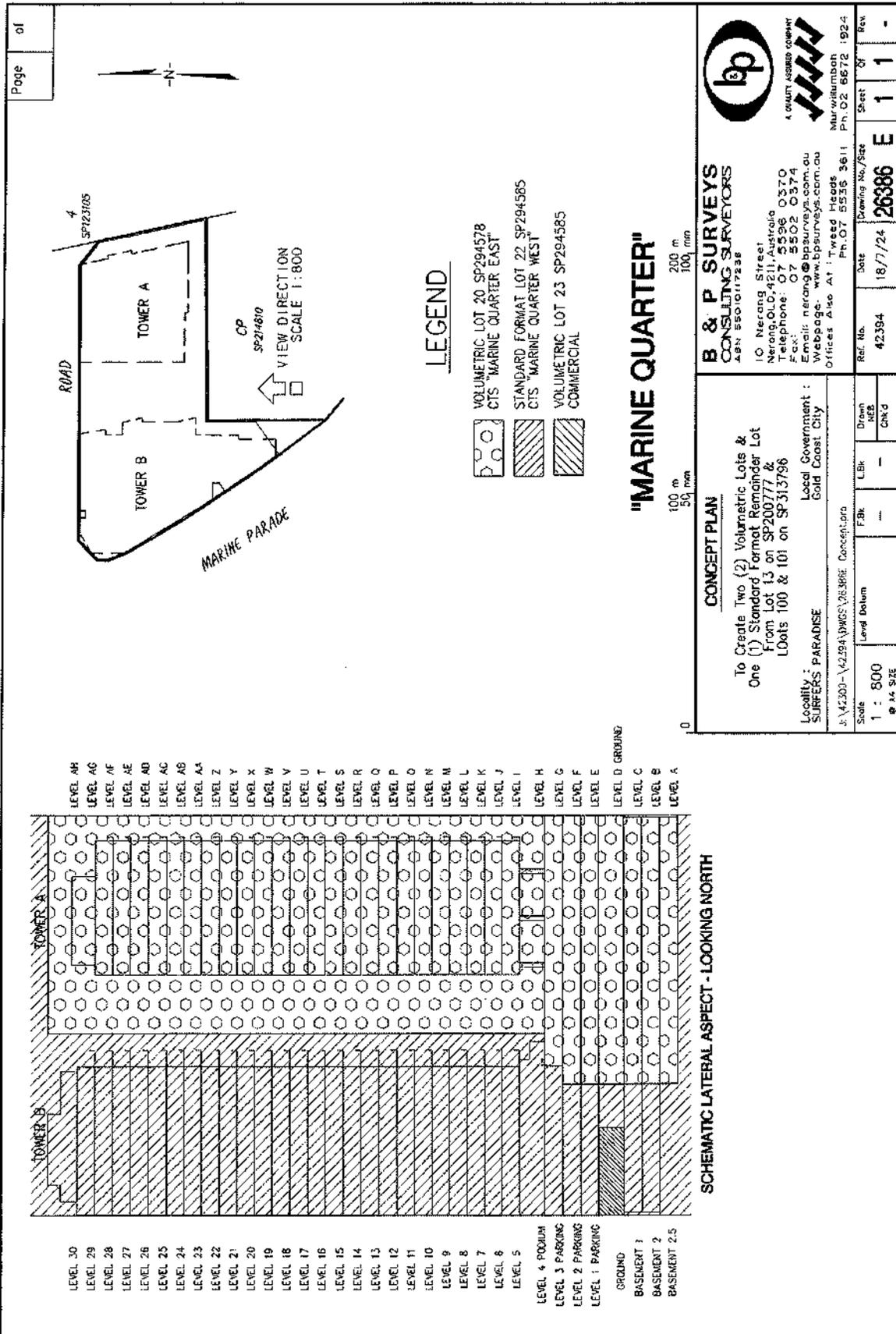


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Part C -- BMS Plans



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Page of

"MARINE QUARTER"

100 m
50 mm

200 m
100 mm

CONCEPT PLAN

To Create Two (2) Volumetric Lots & One (1) Standard Format Remainder Lot From Lot 13 on SP200777 & Lots 100 & 101 on SP315796

Local Government: Gold Coast City

Locality: PARADISE

Scale: 1 : 800

Level Datum: ...

F.Bk: ...

L.Bk: ...

Drawn: HEB

CHK'd: ...

Ref. No. 42394

Date 18/7/24

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Sheet of 1

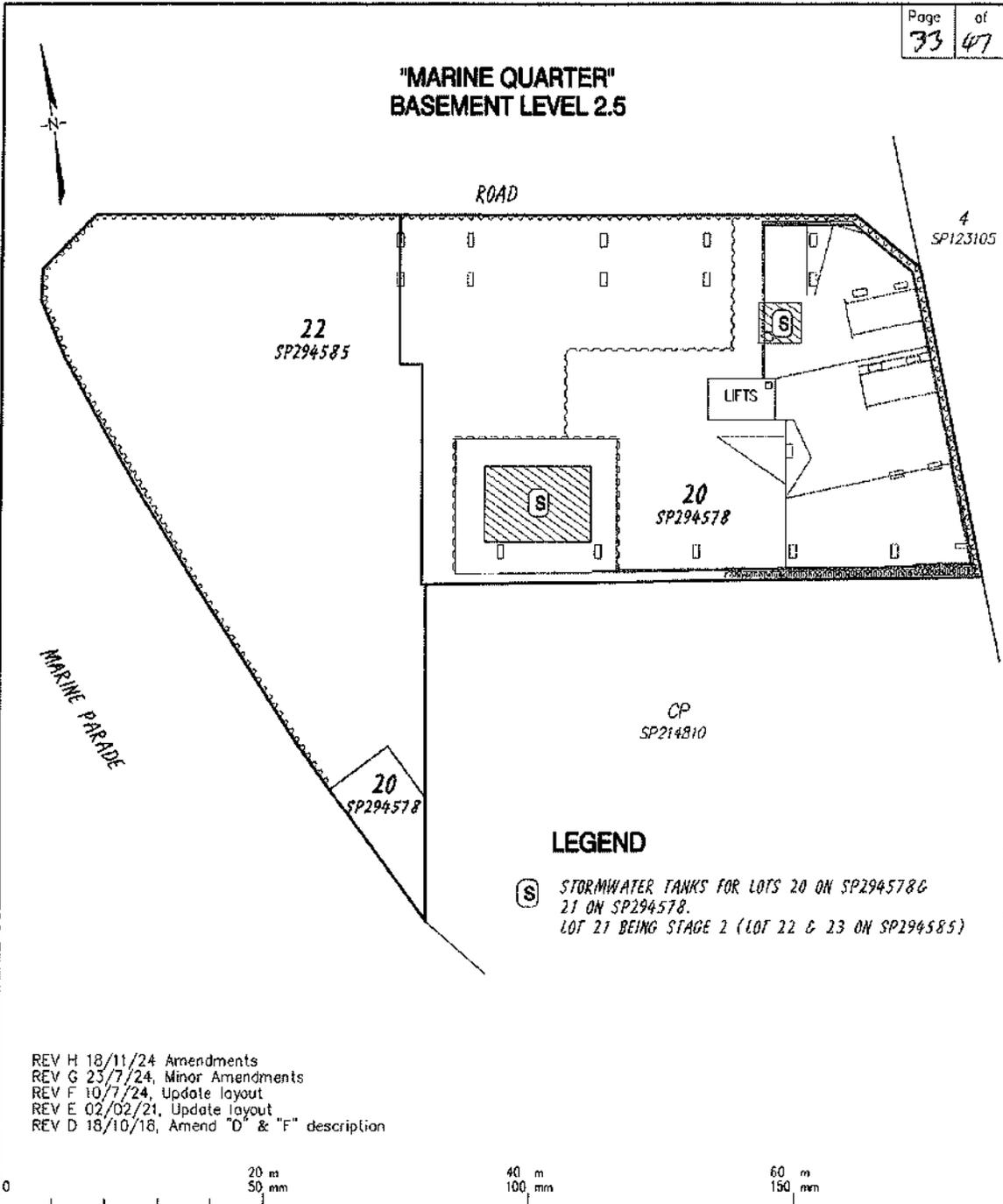
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B & P SURVEYS
CONSULTING SURVEYORS

10 Nerang Street
Nerang, QLD, 4211, Australia
Telephone: 07 5535 0370
Facsimile: 07 5535 0379
E-mail: nerang@bpsurveys.com.au
Website: www.bpsurveys.com.au

Offices Also At: Tweed Heads
Ph: 07 5535 3611
Marumbath
Ph: 02 6672 1924

Title Reference to Issue from Certificate of Title



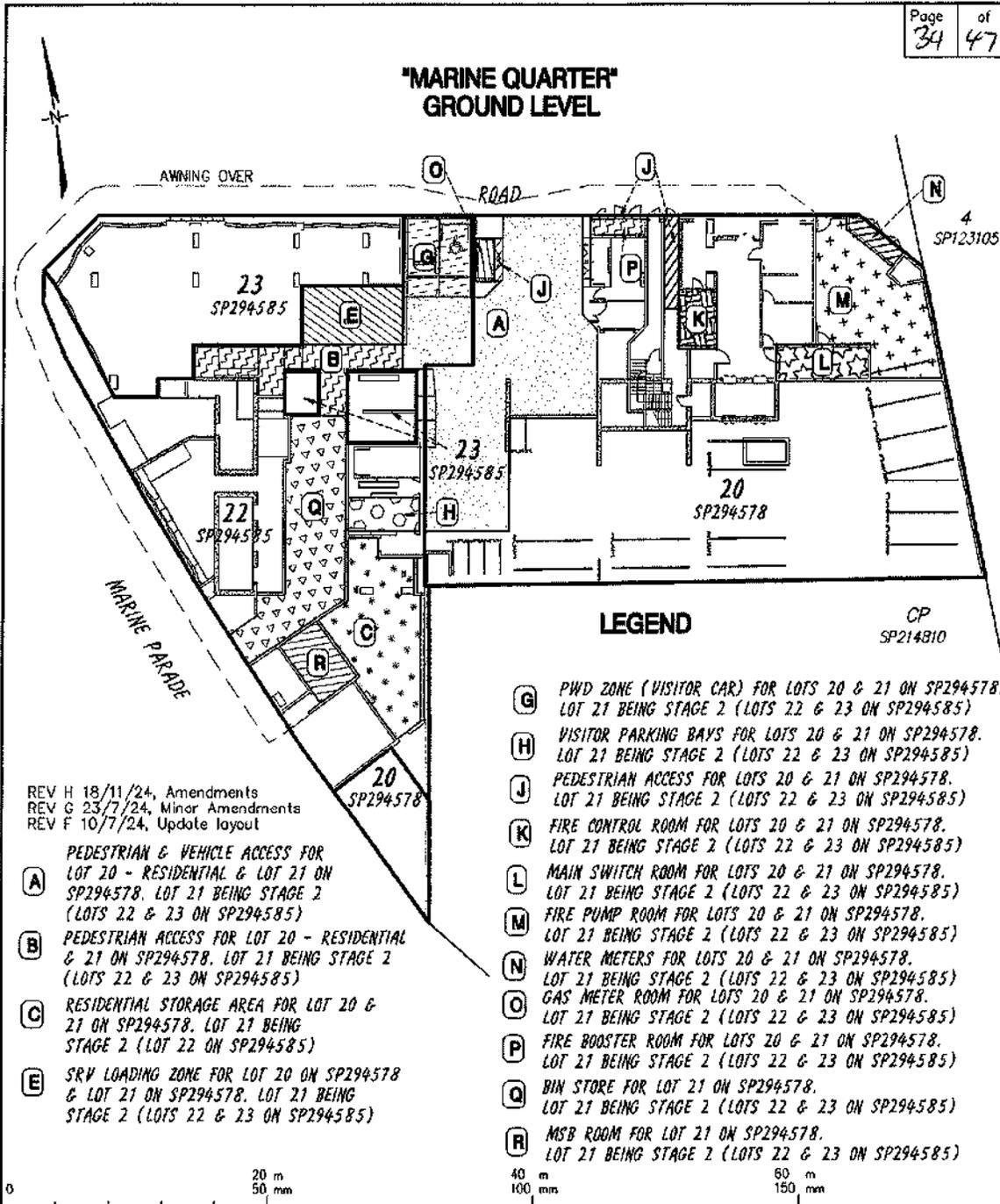
LEGEND

(S) STORMWATER TANKS FOR LOTS 20 ON SP294578 & 21 ON SP294578. LOT 21 BEING STAGE 2 (LOT 22 & 23 ON SP294585)

REV H 18/11/24 Amendments
 REV G 23/7/24, Minor Amendments
 REV F 10/7/24, Update layout
 REV E 02/02/21, Update layout
 REV D 18/10/18, Amend "D" & "F" description

<p>PLAN OF BUILDING MANAGEMENT STATEMENT AREAS</p> <p>"MARINE QUARTER"</p> <p>BASEMENT LEVEL 2.5</p>				<p>B & P SURVEYS</p> <p>CONSULTING SURVEYORS</p> <p>ABN 55010117236</p> <p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au</p> <p>Offices Also At: Tweed Heads Ph. 07 5536 3611</p>		 <p>A QUALITY ASSURED COMPANY</p>  <p>Murwillumbah Ph. 02 6672 1924</p>				
<p>Locality : Southport</p> <p>Local Government : Gold Coast City</p>				<p>J:\42300-\42394\DWGS\BMS 22229EH\BASEMENT 2.pro</p>						
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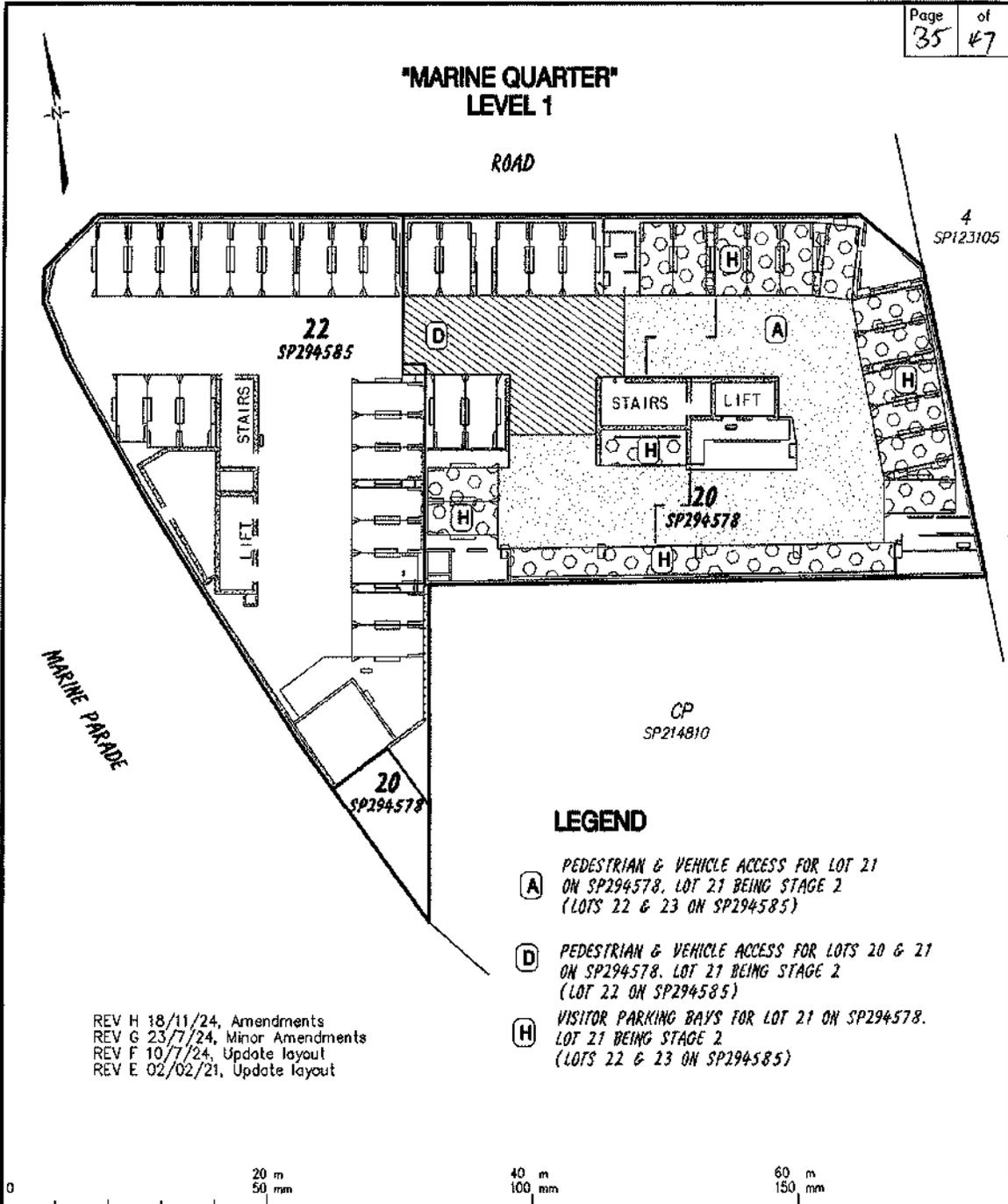
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PLAN OF BUILDING MANAGEMENT STATEMENT AREAS 'MARINE QUARTER' GROUND LEVEL				B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236		 A QUALITY ASSURED COMPANY 			
Locality : Southport		Local Government : Gold Coast City		10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au		Offices Also At : Tweed Heads Ph. 07 5536 3611 Murwillumbah Ph. 02 6672 1924			
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Title Reference to Issue from Certificate of Title

**'MARINE QUARTER'
LEVEL 1**



REV H 18/11/24, Amendments
 REV G 23/7/24, Minor Amendments
 REV F 10/7/24, Update layout
 REV E 02/02/21, Update layout

LEGEND

- (A)** PEDESTRIAN & VEHICLE ACCESS FOR LOT 21 ON SP294578, LOT 21 BEING STAGE 2 (LOTS 22 & 23 ON SP294585)
- (D)** PEDESTRIAN & VEHICLE ACCESS FOR LOTS 20 & 21 ON SP294578, LOT 21 BEING STAGE 2 (LOT 22 ON SP294585)
- (H)** VISITOR PARKING BAYS FOR LOT 21 ON SP294578, LOT 21 BEING STAGE 2 (LOTS 22 & 23 ON SP294585)

PLAN OF BUILDING MANAGEMENT STATEMENT AREAS

**'MARINE QUARTER'
LEVEL 1**

Locality :
Southport

Local Government :
Gold Coast City

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B & P SURVEYS
CONSULTING SURVEYORS
ABN 95010117236

10 Nerang Street
Nerang, QLD, 4211, Australia
Telephone: 07 5596 0370
Fax: 07 5502 0374
Email: nerang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au



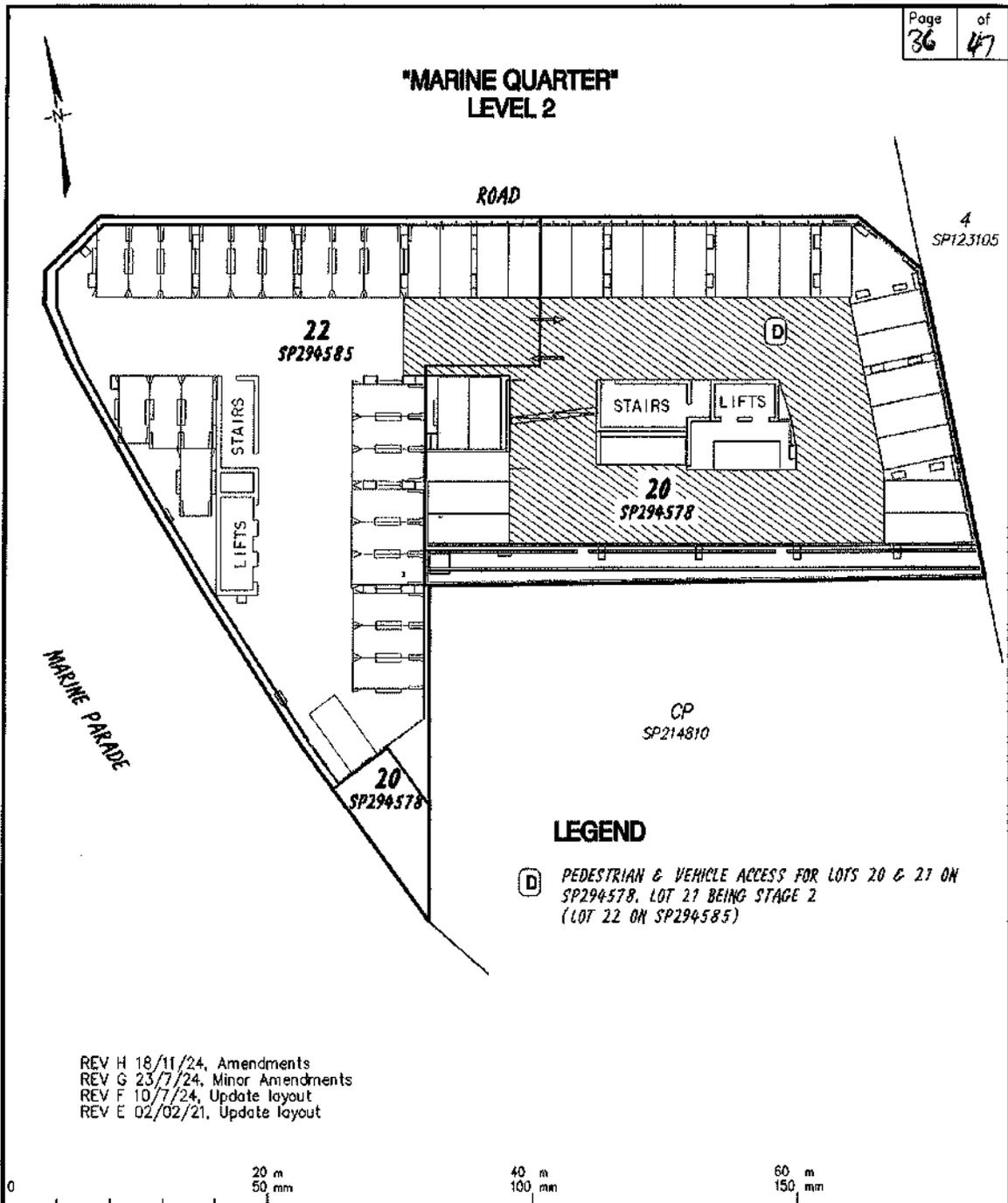
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Offices Also At: Tweed Heads Ph. 07 5536 3611
 Murwillumbah Ph. 02 6672 1924

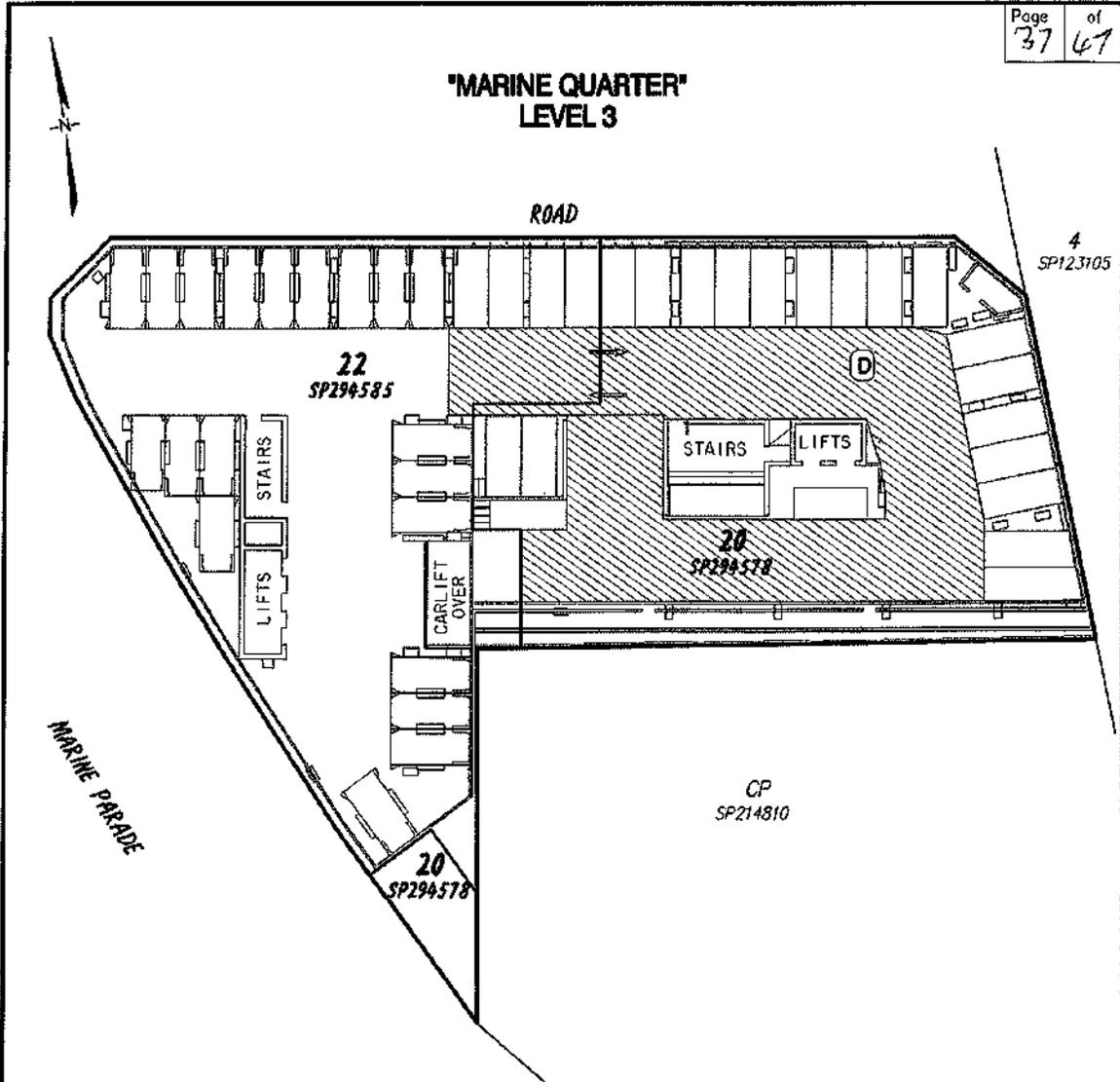
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PLAN OF BUILDING MANAGEMENT STATEMENT AREAS "MARINE QUARTER" LEVEL 2					B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236 10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads Ph. 07 5536 3611					 A QUALITY ASSURED COMPANY  Murwillumbah Ph. 02 6672 1924				
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Title Reference to issue from Certificate of title



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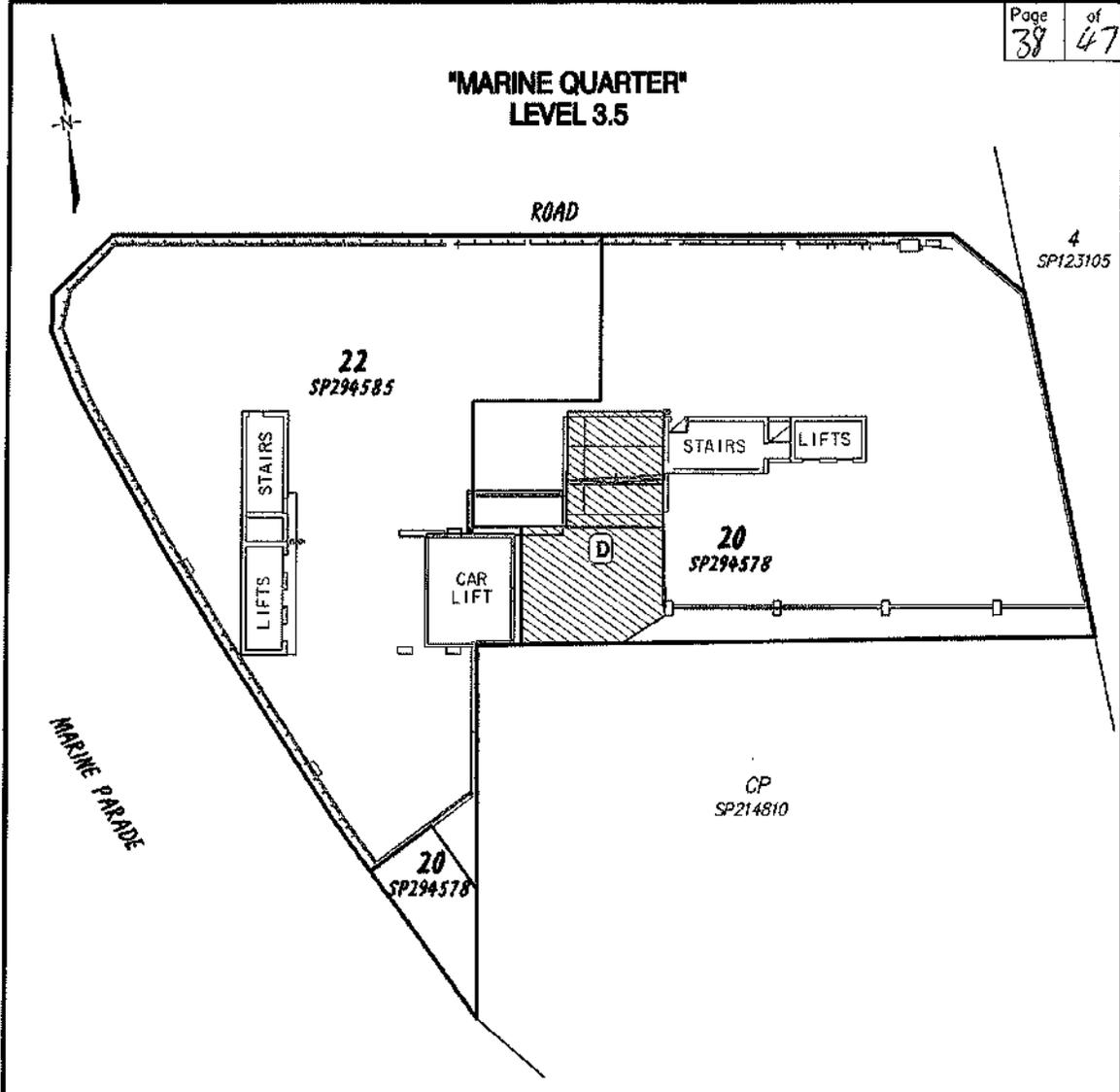
REV H 18/11/24, Amendments
 REV G 23/7/24, Minor Amendments
 REV F 10/7/24, Update layout
 REV E 02/02/21, Update layout

D PEDESTRIAN & VEHICLE ACCESS FOR LOTS 20 & 21 ON SP294578.
 LOT 21 BEING STAGE 2
 (LOT 22 ON SP294585)



<p>PLAN OF BUILDING MANAGEMENT STATEMENT AREAS</p> <p>'MARINE QUARTER'</p> <p>LEVEL 3</p>				<p>B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236</p> <p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads Ph. 07 5536 3611</p>		 <p>A QUALITY ASSURED COMPANY</p>  <p>Murwillumbah Ph. 02 6672 1924</p>									
<p>Locality : Southport</p>		<p>Local Government : Gold Coast City</p>		<p>Ref. No. 42394</p>		<p>Date 3/10/17</p>		<p>Drawing No./Size 22229 E</p>		<p>Sheet 5</p>		<p>Of 7</p>		<p>Rev. H</p>	
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REV H 18/11/24, Amendments
 REV G 23/7/24, Minor Amendments
 REV F 10/7/24, Update layout
 REV E 02/02/21, Update layout

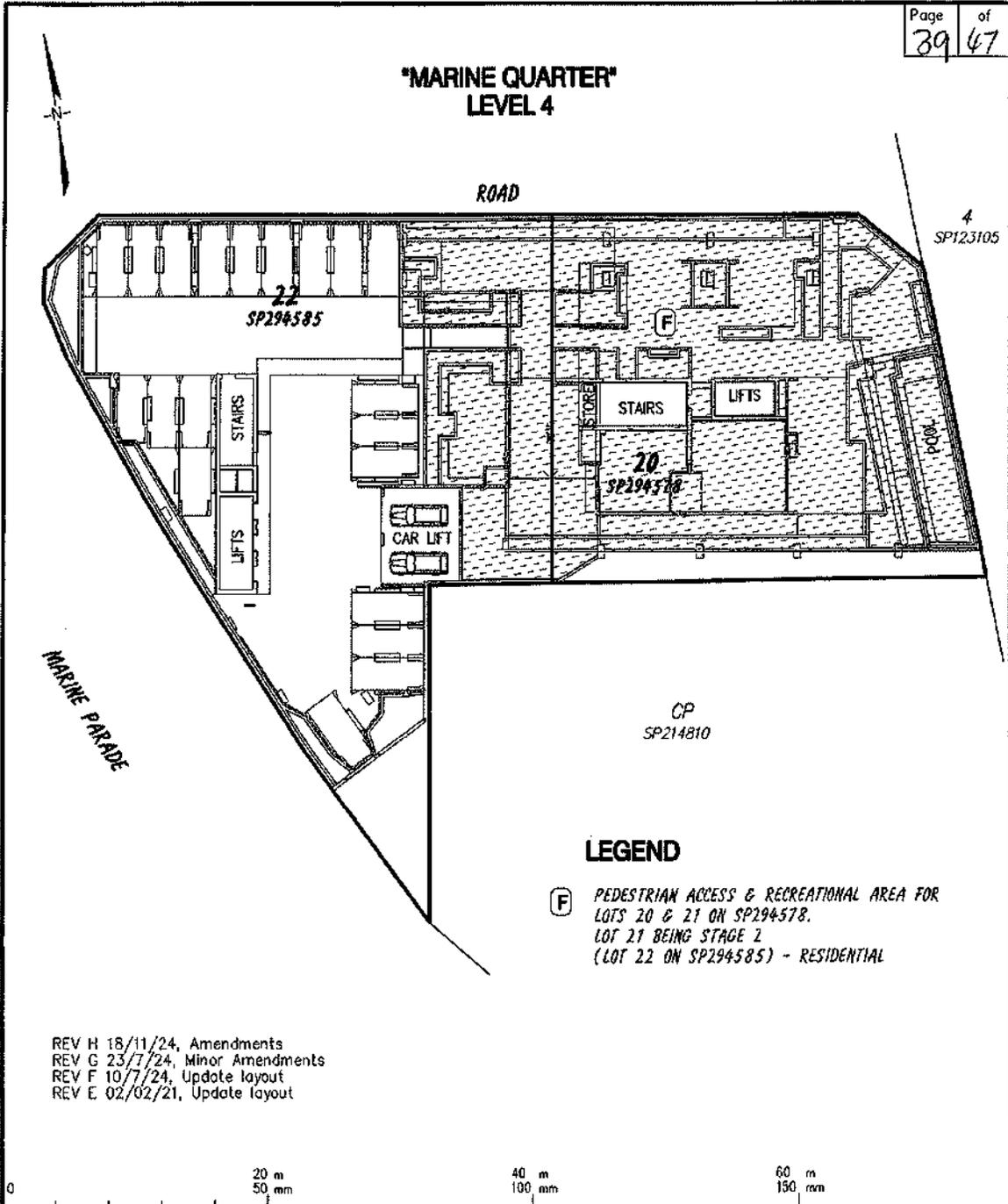
(D) PEDESTRIAN & VEHICLE ACCESS FOR LOTS 20 & 21 ON SP294578.
 LOT 21 BEING STAGE 2
 (LOT 22 ON SP294585) - RESIDENTIAL



<p>PLAN OF BUILDING MANAGEMENT STATEMENT AREAS</p> <p>"MARINE QUARTER"</p> <p>LEVEL 3.5</p> <p>Locality : Southport Local Government : Gold Coast City</p> <p>J:\42300-42394\DWGS\BMS 22229Eh\LEVEL 3.5.pro</p>				<p>B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236</p> <p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au</p> <p>Offices Also At : Tweed Heads Ph. 07 5536 3611 Murwillumbah Ph. 02 6672 1924</p>		 <p>A QUALITY ASSURED COMPANY</p> 				
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**"MARINE QUARTER"
LEVEL 4**



LEGEND

- F** PEDESTRIAN ACCESS & RECREATIONAL AREA FOR LOTS 20 & 21 ON SP294578. LOT 21 BEING STAGE 2 (LOT 22 ON SP294585) - RESIDENTIAL

REV H 18/11/24, Amendments
 REV G 23/7/24, Minor Amendments
 REV F 10/7/24, Update layout
 REV E 02/02/21, Update layout

PLAN OF BUILDING MANAGEMENT STATEMENT AREAS

**"MARINE QUARTER"
LEVEL 4**

Locality :
Southport

Local Government :
Gold Coast City

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CONSULTING SURVEYORS
ABN 55010117236

10 Nerang Street
Nerang, QLD, 4211, Australia
Telephone: 07 5596 0370
Fax: 07 5502 0374
Email: nerang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au

Offices Also At: Tweed Heads
Ph. 07 5536 3611



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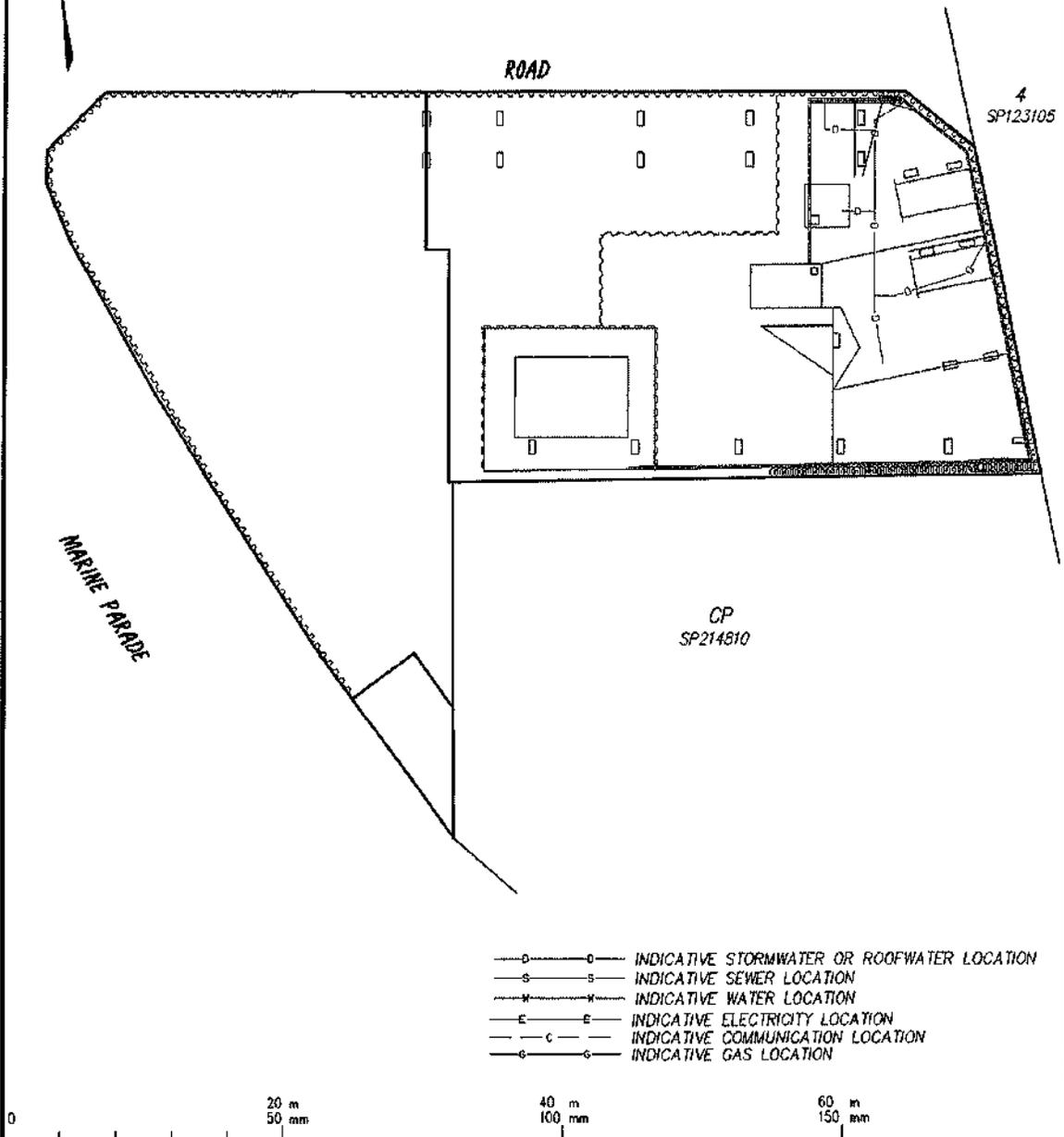
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Ph. 02 6672 1924

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**"MARINE QUARTER"
BASEMENT LEVEL 2.5 SHARED SERVICES**



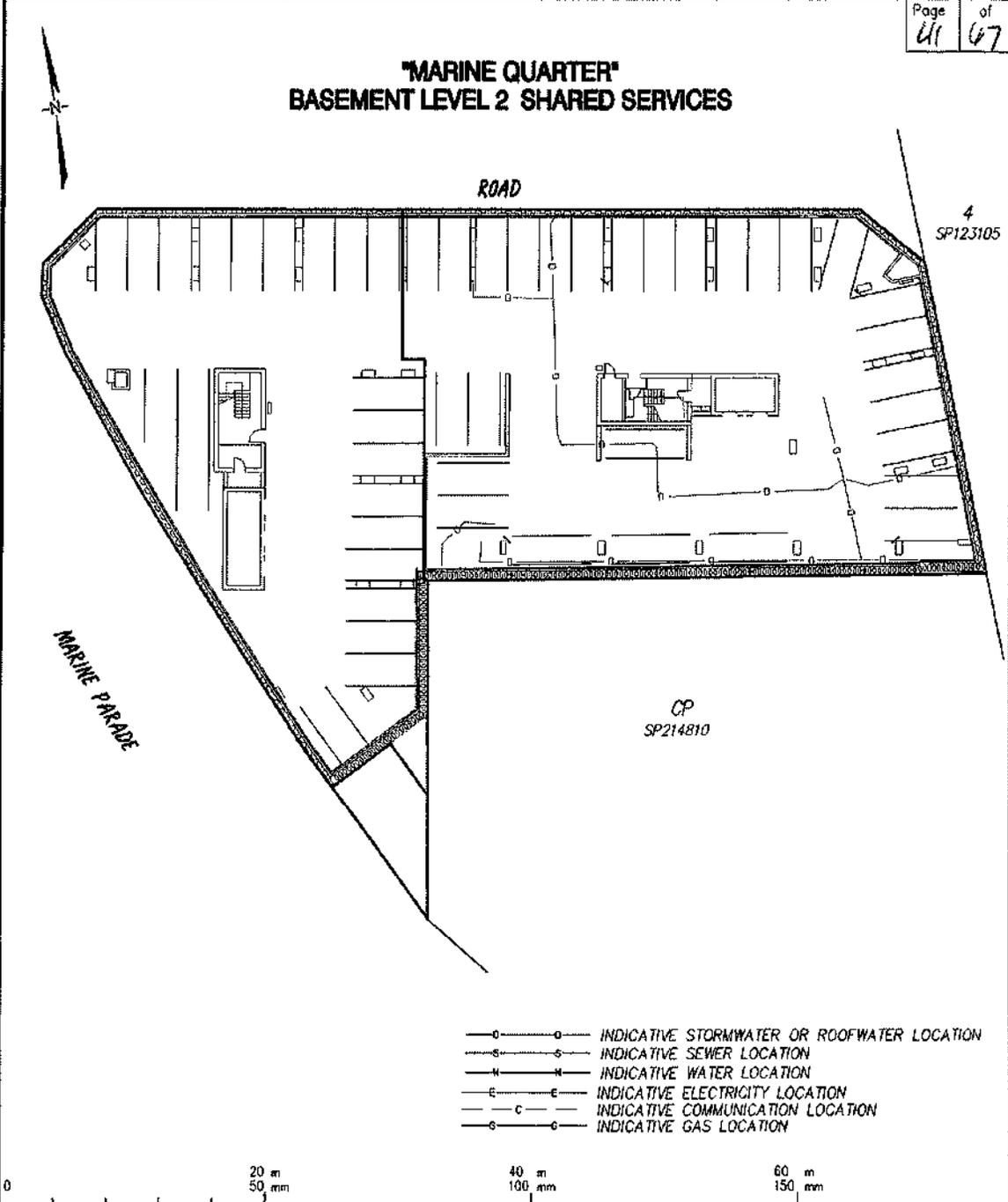
- D—D— INDICATIVE STORMWATER OR ROOFWATER LOCATION
- S—S— INDICATIVE SEWER LOCATION
- W—W— INDICATIVE WATER LOCATION
- E—E— INDICATIVE ELECTRICITY LOCATION
- C—C— INDICATIVE COMMUNICATION LOCATION
- G—G— INDICATIVE GAS LOCATION

PLAN OF SHARED SERVICES				B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236		 A QUALITY ASSURED COMPANY 				
BASEMENT LEVEL 2.5 "MARINE QUARTER"				10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au						
Locality : Southport		Local Government : Gold Coast City		Offices Also At : Tweed Heads Ph. 07 5536 3611		Murwillumbah Ph. 02 6672 1924				
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Title Reference to issue from Certificate of title

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**"MARINE QUARTER"
BASEMENT LEVEL 2 SHARED SERVICES**

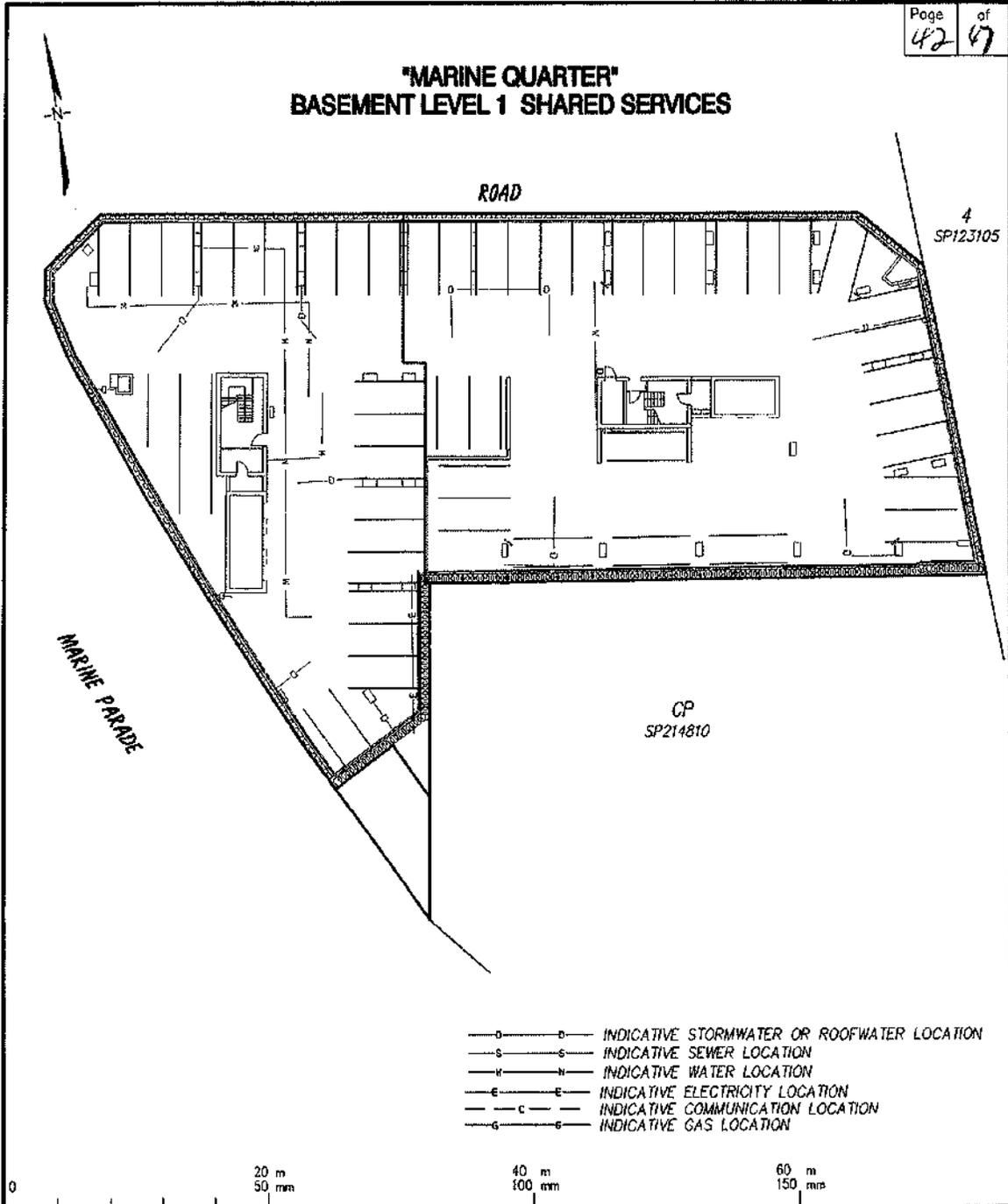


- INDICATIVE STORMWATER OR ROOFWATER LOCATION
- S—S— INDICATIVE SEWER LOCATION
- W—W— INDICATIVE WATER LOCATION
- E—E— INDICATIVE ELECTRICITY LOCATION
- C—C— INDICATIVE COMMUNICATION LOCATION
- G—G— INDICATIVE GAS LOCATION

PLAN OF SHARED SERVICES				B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236		 A QUALITY ASSURED COMPANY 				
BASEMENT LEVEL 2 "MARINE QUARTER"				10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au						
Locality : Southport		Local Government : Gold Coast City		Offices Also At : Tweed Heads Ph. 07 5536 3611		Murwillumbah Ph. 02 6672 1924				
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Title Reference to BSW from Certificate of Title

**"MARINE QUARTER"
BASEMENT LEVEL 1 SHARED SERVICES**

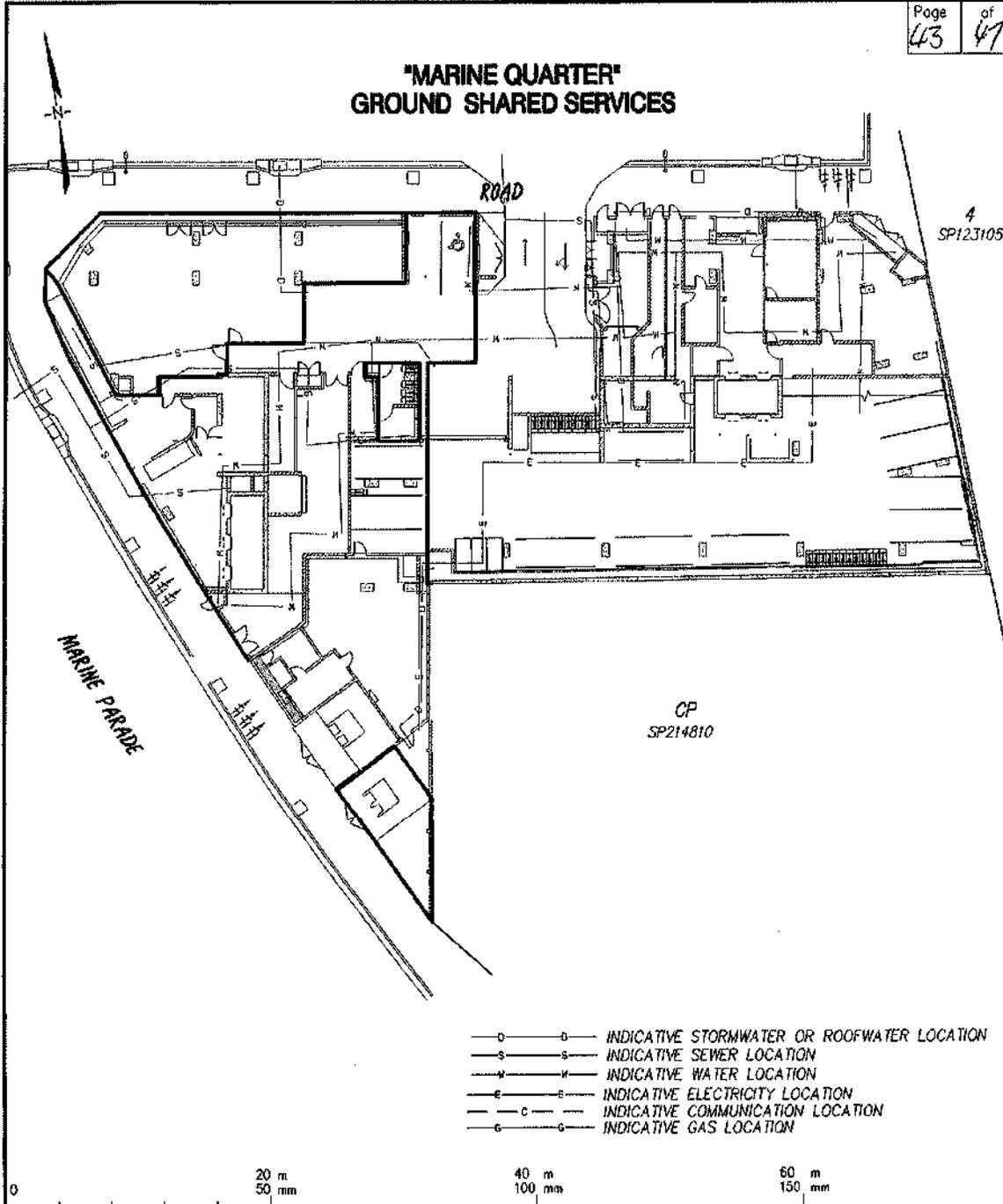


- INDICATIVE STORMWATER OR ROOFWATER LOCATION
- S—S— INDICATIVE SEWER LOCATION
- W—W— INDICATIVE WATER LOCATION
- E—E— INDICATIVE ELECTRICITY LOCATION
- C—C— INDICATIVE COMMUNICATION LOCATION
- G—G— INDICATIVE GAS LOCATION

PLAN OF SHARED SERVICES				B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236		 A QUALITY ASSURED COMPANY 				
BASEMENT LEVEL 1 "MARINE QUARTER"				10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads 1.pro Ph. 07 5536 3611						
Locality : Southport		Local Government : Gold Coast City		Murwillumbah Ph. 02 6672 1924						
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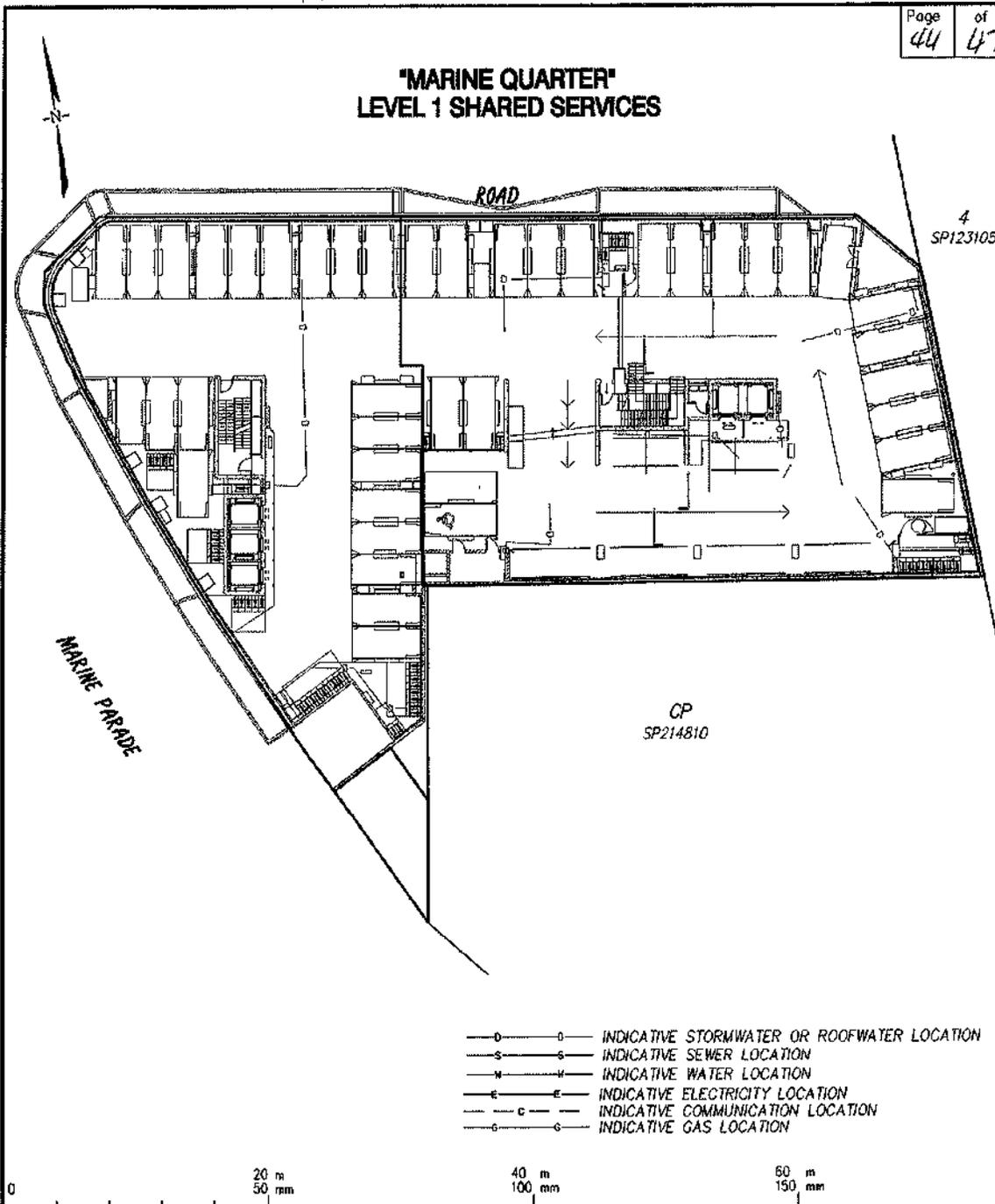
Title Reference to Issue from Certificate of Title

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PLAN OF SHARED SERVICES		B & P SURVEYS CONSULTING SURVEYORS ABN 55010117235		 <small>A QUALITY ASSURED COMPANY</small> 
GROUND "MARINE QUARTER"		10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads Ph. 07 5536 3611		
Locality : Southport		Local Government : Gold Coast City		Murwillumbah Ph. 02 6672 1924
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Scale 1 : 400 © A4 SIZE	Level Datum	F.Bk -	L.Bk -	Drawn NEB Chk'd
Ref. No. 42394	Date 18/7/24	Drawing No./Size 26387 E	Sheet 4	Of 8
				Rev. -

Title Reference to issue from certificate of title

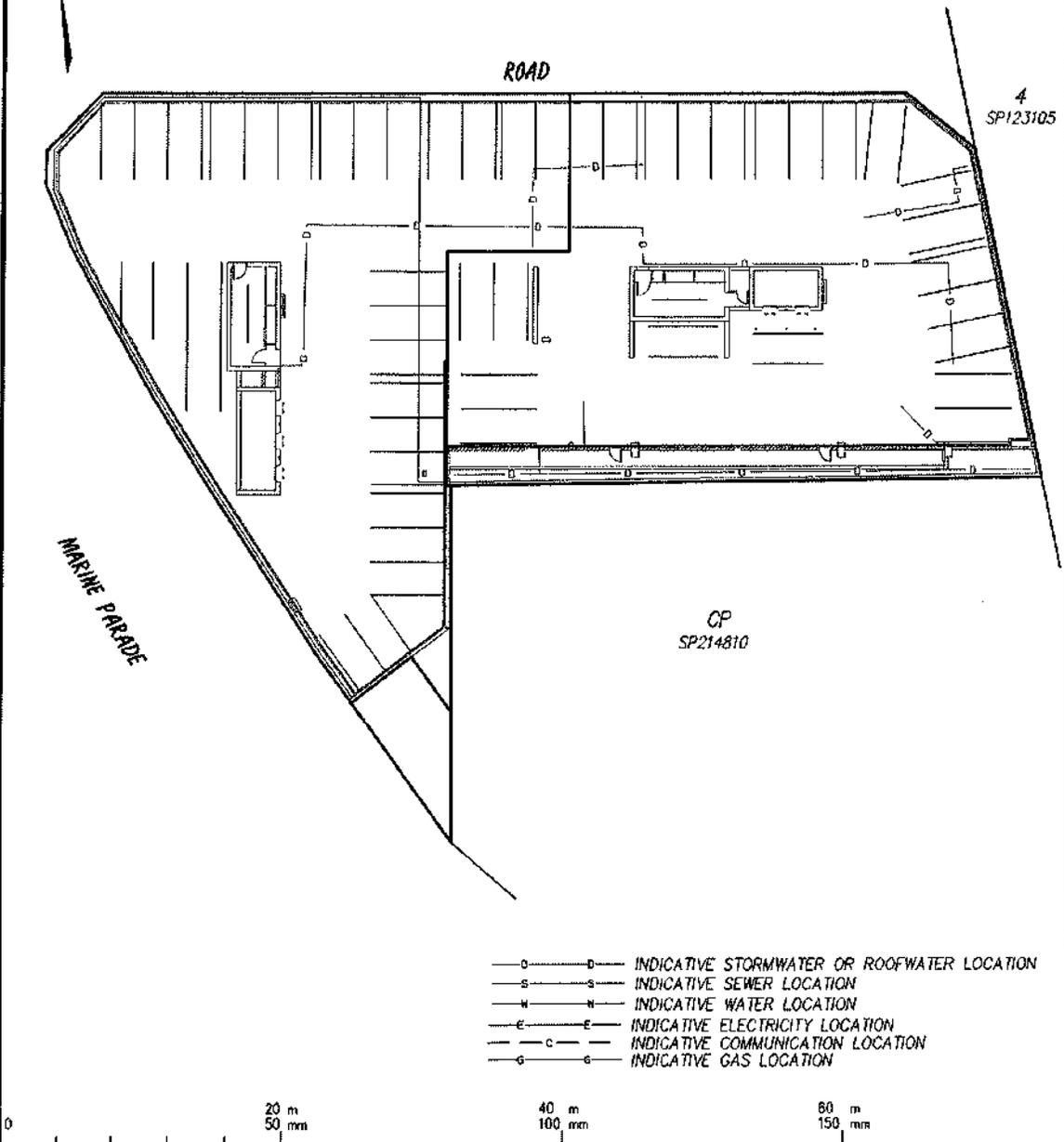


PLAN OF SHARED SERVICES LEVEL 1 "MARINE QUARTER"				B & P SURVEYS CONSULTING SURVEYORS ABN 55010117235		 A QUALITY ASSURED COMPANY 				
Locality : Southport		Local Government : Gold Coast City		10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au		Offices Also At : Tweed Heads Murwillumbah Ph. 07 5536 3611 Ph. 02 6672 1924				
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Title Reference to Issue from Certificate of Title

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**'MARINE QUARTER'
LEVEL 2 SHARED SERVICES**

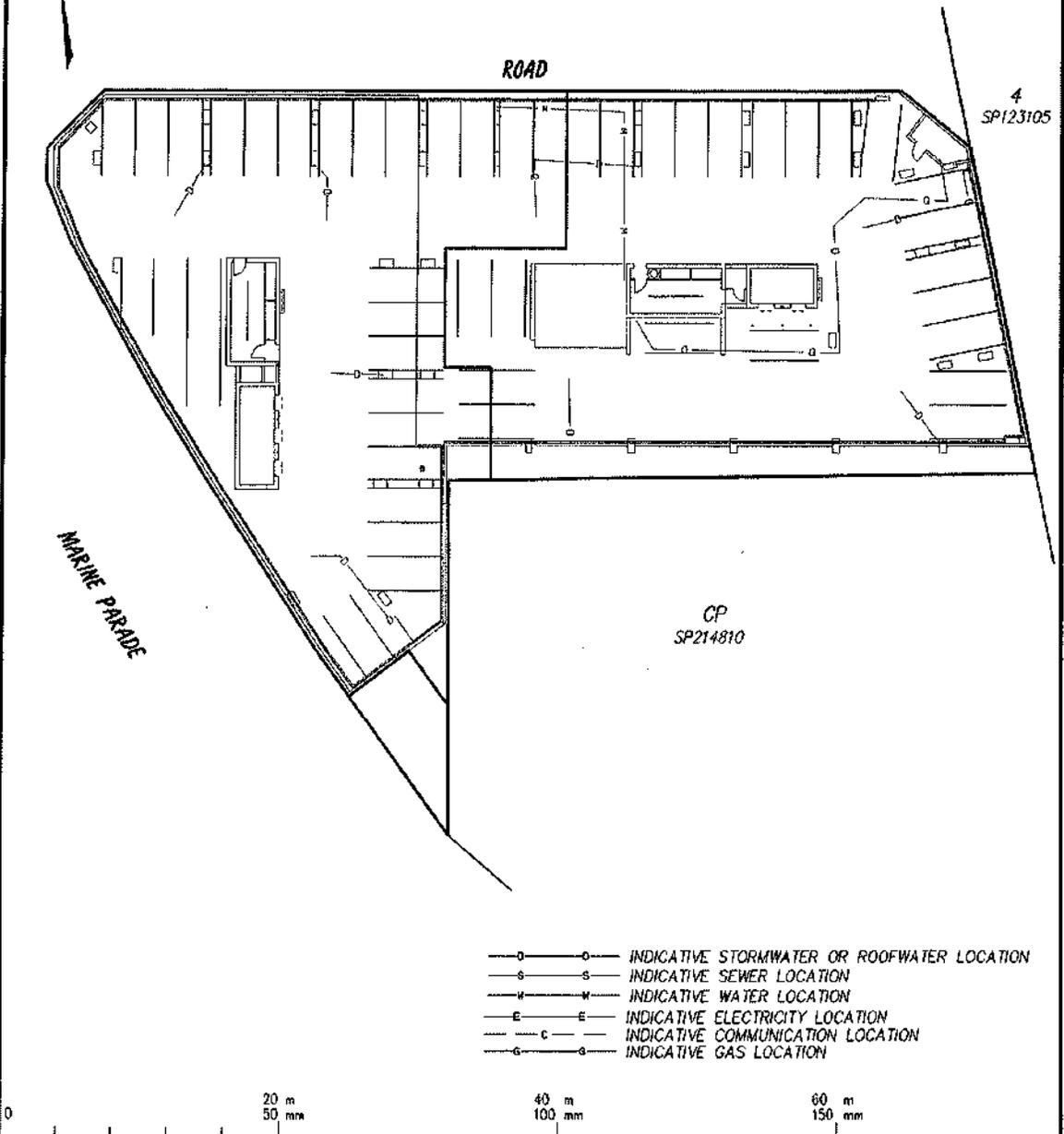


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- S — S — INDICATIVE SEWER LOCATION
- W — W — INDICATIVE WATER LOCATION
- E — E — INDICATIVE ELECTRICITY LOCATION
- C — C — INDICATIVE COMMUNICATION LOCATION
- G — G — INDICATIVE GAS LOCATION

PLAN OF SHARED SERVICES					B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236 10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads Ph. 07 5536 3611					 A QUALITY ASSURED COMPANY  Murwillumbah Ph. 02 6672 1924				
LEVEL 2 'MARINE QUARTER'														
Locality : Southport		Local Government : Gold Coast City			J:\42300-42394\DWGS\BMS 26387E Shared Services\LEVEL 2.pro									
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Title Reference to issue from Certificate of Title

**"MARINE QUARTER"
LEVEL 3 SHARED SERVICES**



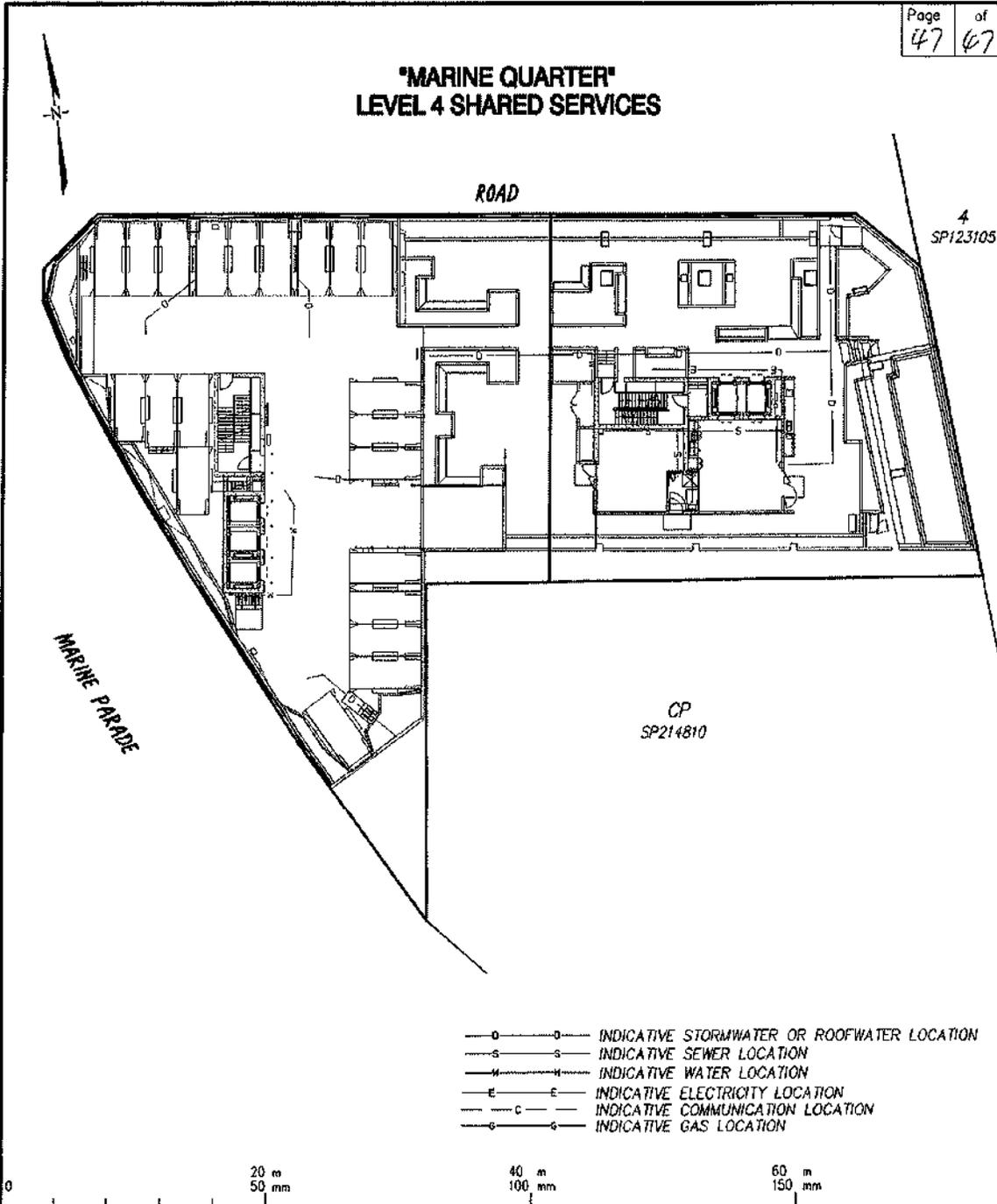
- INDICATIVE STORMWATER OR ROOFWATER LOCATION
- s—s— INDICATIVE SEWER LOCATION
- w—w— INDICATIVE WATER LOCATION
- e—e— INDICATIVE ELECTRICITY LOCATION
- c—c— INDICATIVE COMMUNICATION LOCATION
- g—g— INDICATIVE GAS LOCATION

PLAN OF SHARED SERVICES					B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236 10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads Murwillumbah Ph. 07 5536 3611 Ph. 02 6672 1924					
LEVEL 3 "MARINE QUARTER"										
Locality : Southport		Local Government : Gold Coast City			 A QUALITY ASSURED COMPANY 					
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Title Reference to Issue from Certificate of title

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**"MARINE QUARTER"
LEVEL 4 SHARED SERVICES**



- INDICATIVE STORMWATER OR ROOFWATER LOCATION
- s—s— INDICATIVE SEWER LOCATION
- w—w— INDICATIVE WATER LOCATION
- e—e— INDICATIVE ELECTRICITY LOCATION
- c—c— INDICATIVE COMMUNICATION LOCATION
- g—g— INDICATIVE GAS LOCATION

PLAN OF SHARED SERVICES					B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236 10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At: Tweed Heads Murwillumbah Ph. 07 5536 3611 Ph. 02 6672 1924					
LEVEL 4 "MARINE QUARTER"										
Locality : Southport		Local Government : Gold Coast City			 A QUALITY ASSURED COMPANY 					
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Title Reference TO ISSUE

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 32 – Building Management Statement

Name of authorised person or solicitor: Dominic Ierna

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes
Wilson Lawyers

Item/s being altered or corrected:

Item 1 – Registered Owners/State Lessees

Item 2 – Lot on Plan Description of affected Land and Title Reference

Page numbering

Details of alteration or minor correction:

Item 1 – strike through the words "as trustee for Marine Quarter Southport Unit Trust" and insert "Trustee under instrument 720657820".

Item 2- strike through the word "Volumetric" above the words "Lot 21". Strike through the words "Certificate of Title" and "from"

Page numbering – renumber each page to be of 47 pages.

Insert the words "Title Reference to issue from Certificate of Title" on pages 32 to 47

Party represented (where signed by solicitor): Registered Owner

Dominic Lucas Ierna
Solicitor


.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

57096

THIS CMS MUST BE DEPOSITED WITH
- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C
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**
MARINE QUARTER EAST COMMUNITY TITLES SCHEME
2. **Regulation module**
ACCOMMODATION MODULE

3. **Name of body corporate**
BODY CORPORATE FOR MARINE QUARTER EAST COMMUNITY TITLES SCHEME

4. **Scheme land**
Lot on Plan Description Title Reference
COMMON PROPERTY OF MARINE QUARTER EAST COMMUNITY TITLES SCHEME TO ISSUE

LOTS 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273 and 1281-1283 on SP 294581 TO ISSUE

5. **Name and address of original owner** 6. **Reference to plan lodged with this statement**
Marine Quarter Southport Pty Ltd ACN 620 055 067 *DLI* SP 294581
Trustee for Marine Quarter Southport Unit Trust
McInnes Wilson Lawyers, Level 23, Central Plaza One, 345 Queen Street, Brisbane QLD 4000

first community management statement only
7. **First CMS exemption to planning body community management statement notation (if applicable*)**
Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')
NOT APPLICABLE
* A Form 18C must be deposited with the Request to record the First CMS.

8. **Execution by original owner**
Marine Quarter Southport Pty Ltd ACN 620 055 067 *TRUSTEE UNDER INSTRUMENT 730657820 DLI*
~~as trustee for Marine Quarter Southport Unit Trust~~

21/11/2024
Execution Date

Director

Execution
Director

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see

the Department's website.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1001 on SP 294581	47	10
Lot 1051 on SP 294581	96	67
Lot 1052 on SP 294581	90	68
Lot 1053 on SP 294581	86	50
Lot 1054 on SP 294581	91	70
Lot 1055 on SP 294581	96	86
Lot 1061 on SP 294581	96	69
Lot 1062 on SP 294581	90	69
Lot 1063 on SP 294581	86	51
Lot 1064 on SP 294581	91	74
Lot 1065 on SP 294581	96	97
Lot 1071 on SP 294581	96	70
Lot 1072 on SP 294581	90	70
Lot 1073 on SP 294581	86	57
Lot 1074 on SP 294581	91	72
Lot 1075 on SP 294581	96	89
Lot 1081 on SP 294581	96	71
Lot 1082 on SP 294581	90	70
Lot 1083 on SP 294581	86	51
Lot 1084 on SP 294581	91	72
Lot 1085 on SP 294581	96	90
Lot 1091 on SP 294581	96	73
Lot 1092 on SP 294581	90	71
Lot 1093 on SP 294581	86	53

Lot 1094 on SP 294581	91	73
Lot 1095 on SP 294581	96	93
Lot 1101 on SP 294581	96	74
Lot 1102 on SP 294581	90	72
Lot 1103 on SP 294581	86	54
Lot 1104 on SP 294581	91	74
Lot 1105 on SP 294581	96	94
Lot 1111 on SP 294581	96	76
Lot 1112 on SP 294581	90	73
Lot 1113 on SP 294581	86	57
Lot 1114 on SP 294581	91	74
Lot 1115 on SP 294581	96	98
Lot 1121 on SP 294581	96	77
Lot 1122 on SP 294581	90	73
Lot 1123 on SP 294581	86	60
Lot 1124 on SP 294581	91	75
Lot 1125 on SP 294581	96	96
Lot 1131 on SP 294581	96	79
Lot 1132 on SP 294581	90	74
Lot 1133 on SP 294581	86	56
Lot 1134 on SP 294581	91	76
Lot 1135 on SP 294581	96	98
Lot 1141 on SP 294581	96	82
Lot 1142 on SP 294581	90	74
Lot 1143 on SP 294581	86	57
Lot 1144 on SP 294581	91	77
Lot 1145 on SP 294581	96	99

Lot 1151 on SP 294581	96	84
Lot 1152 on SP 294581	90	75
Lot 1153 on SP 294581	86	57
Lot 1154 on SP 294581	91	78
Lot 1155 on SP 294581	96	102
Lot 1161 on SP 294581	96	83
Lot 1162 on SP 294581	90	93
Lot 1163 on SP 294581	105	149
Lot 1164 on SP 294581	96	111
Lot 1171 on SP 294581	96	84
Lot 1172 on SP 294581	90	77
Lot 1173 on SP 294581	105	152
Lot 1174 on SP 294581	96	106
Lot 1181 on SP 294581	96	86
Lot 1182 on SP 294581	90	77
Lot 1183 on SP 294581	105	153
Lot 1184 on SP 294581	96	109
Lot 1191 on SP 294581	96	87
Lot 1192 on SP 294581	90	78
Lot 1193 on SP 294581	105	131
Lot 1194 on SP 294581	96	111
Lot 1201 on SP 294581	96	89
Lot 1202 on SP 294581	90	79
Lot 1203 on SP 294581	105	162
Lot 1204 on SP 294581	96	114
Lot 1211 on SP 294581	96	90
Lot 1212 on SP 294581	90	79

Lot 1213 on SP 294581	105	163
Lot 1214 on SP 294581	96	115
Lot 1221 on SP 294581	96	94
Lot 1222 on SP 294581	90	80
Lot 1223 on SP 294581	105	165
Lot 1224 on SP 294581	96	116
Lot 1231 on SP 294581	96	95
Lot 1232 on SP 294581	90	81
Lot 1233 on SP 294581	105	166
Lot 1234 on SP 294581	96	116
Lot 1241 on SP 294581	96	97
Lot 1242 on SP 294581	90	82
Lot 1243 on SP 294581	105	167
Lot 1244 on SP 294581	96	120
Lot 1251 on SP 294581	96	98
Lot 1252 on SP 294581	90	83
Lot 1253 on SP 294581	105	168
Lot 1254 on SP 294581	96	119
Lot 1261 on SP 294581	96	100
Lot 1262 on SP 294581	90	83
Lot 1263 on SP 294581	105	136
Lot 1264 on SP 294581	96	121
Lot 1271 on SP 294581	96	101
Lot 1272 on SP 294581	90	84
Lot 1273 on SP 294581	130	331
Lot 1281 on SP 294581	96	102
Lot 1282 on SP 294581	90	84

Lot 1283 on SP 294581	130	355
TOTALS	9,985	10,003

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - a. how the community titles scheme is structured;
 - b. the nature, features and characteristics of the lots;
 - c. the purposes for which the lots are used;
 - d. the impact the lots may have on the costs of maintaining the common property;
 - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
 - a. the nature, features and characteristics of the lots in the community titles scheme;
 - b. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme;

In having reference to these factors, it is considered just and equitable for there to be a variation in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
 - a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
 - b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

1. In accordance with section 46(8) of the *Body Corporate and Community Management Act 1997*, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

This Scheme is a basic scheme.

SCHEDULE C BY-LAWS

IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

1 Interpretation

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires:-

"Act" means the *Body Corporate and Community Management Act 1997* (as amended);

"Adjoining Lot" means Lot 21 on SP 294578 or any lot/s derived from this lot;

"Associate" has the same meaning as in the Act;

"Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Building Management Group" means the building management group appointed under the Building Management Statement.

"Building Management Statement" means building management statement [TBA] and any other building management statement to be registered that affects the Scheme Land;

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the common property

"Caretaker's Unit" means the Unit nominated from time to time, in accordance with By-law 32, by the Caretaker;

"Committee" means the committee of the Body Corporate elected in accordance with the Act;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Marine Quarter West Development" means the balance development on the Adjoining Lot or any lots derived from that lot.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"MMP" means the Atlan Stormwater Quality Treatment Device Maintenance Agreement contained in Annexure C.

"Original Owner" means Marine Quarter Southport Pty Ltd ACN 620 055 067 as trustee for Marine Quarter Southport Unit Trust together with its successors and assigns;

"Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Marine Quarter East Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

2 Noise

2.1 A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using common property.

2.2 Subject to clause 2.4, an owner must ensure:

2.2.1 The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;

- 2.2.2 No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
 - 2.2.3 No musical instrument is played in the Lot between 10.00 pm and 8.00 am; and
 - 2.2.4 Any Invitee departing the Lot after 11.00 pm leaves quietly.
- 2.3 In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

3 Acoustics

- 3.1 A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-
 - 3.1.1 remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or
 - 3.1.2 interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.
- 3.2 When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-
 - 3.2.1 the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;
 - 3.2.2 all costs associated with the work are to be met by the Member of the Lot;
 - 3.2.3 any common property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;
 - 3.2.4 the owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation or removal;
 - 3.2.5 the owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;
 - 3.2.6 the Body Corporate costs in providing the approval are to be met by the owner of the Lot;
 - 3.2.7 upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
 - 3.2.8 the Member of the Lot's contractor must park in the Member's allotted car space; and
 - 3.2.9 hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

4 Behaviour of invitees

- 4.1 A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using common property.
- 4.2 A Member must not, without the Body Corporate's written approval:
 - 4.2.1 Ride a bicycle, skateboard, scooter, or rollerblades on the common property; or
 - 4.2.2 Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the common property.

5 Auction Sales

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

6 Vehicles

- 6.1 Vehicles must be driven at a safe speed and in a safe manner.
- 6.2 The occupier of a lot must not, without the body corporate's written approval:
 - 6.2.1 Park a vehicle, or allow a vehicle to stand, on the common property, or
 - 6.2.2 Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 6.3 An approval under clause 6.2 must state the period for which it is given, with the exception of designated visitor parking.
- 6.4 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

7 Use of Car Park

- 7.1 Any motor vehicle or other vehicle on the car parking areas in the common property must be kept in a roadworthy condition. Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any car park or car parking areas. The Caretaker will have the right at all times to enter any car park for the purpose of removing any spilled oil or other fluids and the Member responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- 7.2 The car parking areas in the common property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.3 Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the car parking areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.

- 7.4 A lot owner or occupier shall ensure that its invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 7.5 The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the common property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.
- 7.6 The Body Corporate must maintain the car parking areas exclusively for the ancillary use of the Scheme. Parking is not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the Building advertising the availability of car parking to the general public.

8 Obstruction

A Member shall not obstruct lawful use of common property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the common property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

9 Structural Alterations and Additions

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

10 No additions Car parking Area

No Member shall erect or cause or allow to be erected on any car parking area or on the common area property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

11 No Erections on Lot or Common Property

A Member shall not erect, construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on common property without the approval in writing of the Body Corporate.

12 Windows

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

13 Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

14 Appearance of building

Subject to by-law 17, a Member shall not except with the consent in writing of the body corporate, hang any article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white backing or lining.

15 Aerials

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

16 Rules for Signs

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

17 Specific Signage

17.1 It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the common property

17.2 The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.

17.3 The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements;

18 Damage to gardens, etc. on common property

A Member shall not:-

18.1 damage any garden, tree, shrub, plant or flower being part of or situated upon common property;
or

18.2 except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the common property.

19 Damage to common property

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

20 Depositing rubbish etc. on common property

A Member shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

21 Garbage

A Member shall:-

- 21.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his common property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage;
- 21.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 21.3 Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and
- 21.4 Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

22 Keeping of Animals

22.1 Subject to section 181 of the Act, a Member may keep an animal on a Lot with the prior approval of the Committee. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot.

22.2 For the purpose of this by-law, "animal" includes without limitation, dogs, cats, fish and birds.

22.3 By-law 22.1 is subject to the following conditions:-

- 22.3.1 Each Member is liable to all other Members for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member
- 22.3.2 The animal must be restricted to the Member's Lot and any area set aside for the exclusive use of that Lot.
- 22.3.3 The animal must be properly restrained or controlled at all times
- 22.3.4 Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member
- 22.3.5 If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

23 Keeping Lots Clean

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

24 Maintenance of Outdoor Areas of Lots

24.1 The Body Corporate will maintain all landscaped areas and gardens (except planter box areas) in the Scheme to the extent that such area forms part of a Member's Lot or an exclusive use area allocated to a Member's Lot. The Body Corporate has the power to engage the Manager to maintain such areas. Any garden, balcony and/or patio must be maintained to the same standard as the common property.

24.2 An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

25 Washing Motor Vehicles

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

26 Not to Litter

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

27 Notification of Infectious Disease

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given, written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28 Not to use Chemicals

A Member shall not use or store upon this Lot or upon the common property any flammable chemicals, fluids, or gas or other material in any other way cause or increase a risk of fire or explosion in his Lot.

29 Doors and Windows to be Fastened

All doors and windows to any buildings on lots shall be securely fastened on all occasions when the buildings are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

30 Security System

30.1 The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.

- 30.2 A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
- (a) the security system not working or not working properly or as well as it could work; or
 - (b) somebody making an unauthorised entry of the Land.
- 30.4 If the Body Corporate restricts the access of Members to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or operating systems as it determines available to members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5 A Member to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the Body Corporate upon that person ceasing to be an occupier.
- 30.6 A Member into whose possession any key or operating system has come must not without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7 A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

31 Storage Areas and Common Toilets

The Body Corporate may give control of any storage areas and common toilets under its control to any manager or caretaker appointed by it on such terms and conditions as the Body Corporate thinks fit.

32 Use of Lots

- 32.1 If:
- (1) there is a caretaking service contractor and letting agent for the scheme, then they together are the Caretaker; or
 - (2) there is no caretaking service contractor for the scheme, but there is a letting agent for the scheme then the letting agent (for the purposes of this by-law) is the Caretaker.
- 32.2 If there is a Caretaker for the scheme, then the Caretaker may from time to time notify the Body Corporate that a particular lot is the Caretaker's Unit.
- (1) The Caretaker's Unit may be any lot in the scheme, provided that:
 - (a) it is owned by the Caretaker or an Associate of the Caretaker; and
 - (b) the Caretaker has the right to use and occupy the Caretaker's Unit.

- (2) The Caretaker's Unit once notified to the Body Corporate, remains the Caretakers Unit, unless and until the Caretaker notifies the Body Corporate of a different Caretaker's Unit.
- 32.3 Units may only be used for residential purposes, except for the Caretaker's Unit.
- 32.4 The Caretaker's Unit may be used for either or both of:
- (1) Residential purposes; and
 - (2) The business/s of the Caretaker.
- 32.5 Without the prior express written consent of the Caretaker, no part of the scheme land may be used by any person for the purpose of obstructing, interfering with or conducting a business from the scheme land which competes with, the:
- (1) Caretaker performing duties for, or providing services to:
 - (a) the Body Corporate; or
 - (b) any owner and/or occupier; or
 - (2) Business/s of the Caretaker.

33 Building Management Statement

- 33.1 The occupier of a lot must comply with the Building Management Statement (or multiple Building Management Statements) and any rules or standards or codes imposed by the relevant Building Management Group.
- 33.2 The Group must appoint one representative to represent and vote for its interest at meetings of the relevant Building Management Group. If no representative has been appointed by the Group, then the representative shall be the Chairperson of the Body Corporate as appointed from time to time.
- 33.3 Nothing in these by-laws give the occupier of a Lot consent to do anything which is prohibited or regulated by the Building Management Statement or object to the Building Management Statement or anything done by the Building Management Group.
- 33.4 A consent under these by-laws does not relieve then occupier of a Lot from obligations to obtain necessary consents under the Building Management Statement.
- 33.5 If there is an inconsistency between a by-law and the Building Management Statement, the Body Corporate must amend the inconsistent by-law to make it consistent with the Building Management Statement.
- 33.6 Each Owner and occupier agrees not to object to any application to a government authority or other regulatory body for an approval or a permit in respect of the use of a Lot governed by the Building Management Statement, or to any lawful use of any other Lot governed by the Building Management Statement, including any use of premises within a Lot for a Tavern, restaurants and/or bars and any reasonable noise created as a result of that use.
- 33.7 The Body Corporate may add, change or cancel a by-law only if:
- (a) it complies with any provision in the Building Management Statement in regard to adding, changing or cancelling the by-law;

- (b) it consults with the Building Management Group before making the addition, change or cancellation; and
- (c) the addition, change or cancellation does not conflict with the Building Management Statement.

33.8 If the Body Corporate agrees to amend the Building Management Statement, an Owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amended Building Management Statement.

34 Notice of Defects

A Member shall give the Committee prompt notice of any accident to or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.

35 Rights of Committee to Inspect Lots

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

36 Costs

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

- 36.1 the whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;
- 36.2 such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

37 Committee May Recover Moneys Expended

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge

such money to the Member's account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

38 Observation of Duty

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

39 Supply of Services

- 39.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:
- 39.1.1 Establish and maintain a system for the supply of Services ("System") for the Scheme; and
 - 39.1.2 As an on-supplier:
 - 39.1.2.1 purchase the Services from a primary supplier; and
 - 39.1.2.2 on-supply the Services to
 - 39.1.2.2.1 the Body Corporate for the Scheme; and/or
 - 39.1.2.2.2 Members of Lots in the Scheme(collectively called "Receivers").
- 39.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
- 39.2.1 the supply of Services to the Body Corporate by primary supplier;
 - 39.2.2 the on-supply of the Services to Receivers;
 - 39.2.3 service Infrastructure used in connection with the System;
- including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.
- 39.3 The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.
- 39.4 If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.
- 39.5 If the Body Corporate operates and maintains a System under this by-law, it may:

- 39.5.1 enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:
- 39.5.1.1 supply;
 - 39.5.1.2 installation and connection to the system;
 - 39.5.1.3 servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - 39.5.1.4 disconnection and reconnection fees;
 - 39.5.1.5 advance payments or security deposits to be provided in connection with the supply through the System;
- 39.5.2 Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
- 39.5.3 Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;
- 39.5.4 Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
- 39.5.4.1 recover any unpaid amount as a liquidated debt;
 - 39.5.4.2 recover interest on any unpaid account;
 - 39.5.4.3 disconnect the supply of the Service to the relevant Receiver;
 - 39.5.4.4 charge a reconnection fee to restore the supply of the Service to that Receiver;
 - 39.5.4.5 increase the advance payment or security deposit for supply to the relevant Receiver.
- 39.5.5 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 39.5.6 The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.
- 39.5.7 Each Member must:
- 39.5.7.1 allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;

39.5.7.2 comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;

39.5.7.3 maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.

39.5.8 Nothing in this by-law obliges a Receiver to purchase any Service from the Body Corporate or limits or restricts the rights to any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

40 Pay Television

The Body Corporate will allow a pay television supplier to install equipment on the common property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

41 Use of Services

41.1 All Members must:

41.1.1 observe all Requirements in the use of the Services;

41.1.2 not use the Services for any purposes other than the purposes for which they were constructed;

41.1.3 not overload any Services or Service Infrastructure; and

41.1.4 not waste water and ensure that all water taps in the Lot are turned off when not in use.

42 Communication Equipment

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

42.1 allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and

42.2 provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

43 Air Conditioning

43.1 An owner or occupier shall be responsible for maintaining any air conditioning equipment servicing its Lot. An owner or occupier may with the Body Corporate's prior written consent install and maintain air conditioning equipment to service an owner or occupier's lot which shall be on such parts of the common property for the Scheme as approved by the Body Corporate. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.

- 43.2 The Body Corporate will permit the owner or occupier from time to time to access the air conditioning equipment area servicing its Lot for the purposes of maintaining and replacing the air conditioning equipment at reasonable times upon reasonable notice (except in the case of emergency in which event no notice shall be required).

44 Contractors

No Member will give any directions or instructions to Body Corporate contractors.

45 Exclusive Use Allocations

(A) Car parks

- 45.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a car parking space as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan.
- 45.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a car space which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 45.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 45.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 45.4.1 must only use the exclusive use area for the purposes for which they are designed;
 - 45.4.2 must not create a nuisance;
 - 45.4.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
 - 45.4.4 may not enclose the area without the prior written consent of the Committee.
- 45.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service infrastructure, the common property, the Lots or an adjoining Lot.
- 45.6 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

(B) Storage Cage

- 45.7 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a storage cage as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan .

- 45.8 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a storage cage which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 45.9 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 45.10 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 45.10.1 must only use the exclusive use area for the purposes for which they are designed;
 - 45.10.2 must not create a nuisance; and
 - 45.10.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act.
- 45.11 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the common property, the Lots or an adjoining Lot.
- 45.12 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

46 Occupation Rights - Caretaker/Letting Agent

- 46.1 For so long as there is in existence an agreement with the Caretaker to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-
- 46.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;
 - 46.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and
 - 46.1.3 the Caretaker will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides pursuant to the Letting Agreement in accordance with By-Law 17.
- 46.2 The Caretaker shall have an occupation authority to use all that part of the Common Property marked "OA1" and identified on plan marked "Occupational Authority Plan" for the purpose of carrying on the business of caretaking and letting of lots and ancillary on behalf of the Lot Owners. The use of Area "OA1" shall be a shared use for the similar business activities in common with any Caretaker appointed by the Bodies Corporate for other Community Titles Schemes of the Marine Quarter West Development for the business of the letting of lots and ancillary activities for lot owners in their respective schemes and as provided for in the Building Management Statement.

47 Use of Facilities

Members may use the communal facilities and associated equipment ("**the Facilities**") subject to the following rules which will where applicable apply to all guests or invitees of the Members:-

- 47.1 the Facilities will not be used by guests or invitees unless accompanied by a Member;
- 47.2 children below the age of 13 years will at all times be accompanied by an adult Member exercising effective control over them;
- 47.3 a Member and his guests or invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by any other person;
- 47.4 food, glass, breakable items and pets must not be brought onto the pool and pool deck area;
- 47.5 after the Facilities are used, they are to be left in a clean and tidy state and available to the next users (failing which the Member may be levied with a cleaning cost);
- 47.6 the Facilities may not be defaced, damaged or removed;
- 47.7 the Body Corporate or the Manager may operate a reservation system for the Facilities with which the Members will comply;
- 47.8 the Facilities may only be used between the hours determined by the Committee from time to time unless arranged otherwise with the Body Corporate of the Caretaker;

48 Display Unit and Sales Office

- 48.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot or lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any lot to inspect the lot and to negotiate a proposed purchase of letting and, notwithstanding these by laws, to conduct any auction or sales activity for such lot or lots.
- 48.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:
 - (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and
 - (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

49 Development Approval Condition

- 49.1 The Body Corporate and Occupiers must comply with all requirements of the development approval obtained by the Original Owner permitting development of the Scheme Land.
- 49.2 **Maintenance of stormwater proprietary treatment devices**
 - (a) The Body Corporate must maintain the MMP.
 - (b) In the case of a failure to achieve the designed pollutant load reduction target during the operational phase of the development, the owner/body corporate must be responsible to replace the proprietary device (e.g. filter cartridges) with an appropriate treatment system in accordance with Council's WSUD guidelines (SC6. 11 City Plan Policy 0 Land development guidelines, Section 4.5.4) at no cost to Council).

50 Construction work

50.1 Despite any other By-Laws, the Original Owner and its servants, agents or licensees may, during construction of any part of the Development Lot or other lot/s in the Marine Quarter West Development:

- (a) erect hoardings, fencing and other structures to secure the construction area provide it gives the Body Corporate a plan showing the area that is to be secured. Person must not enter such area without the consent of the developer;
- (b) otherwise obstruct the use of such part of the common property and assets as is reasonably necessary to complete the construction;
- (c) damage the common property and assets (if such damage cannot be avoided in order to complete construction) provided that the developer must make good any such damage it causes; and
- (d) together, with Persons authorised by it, pass over the common property to gain access to and egress from any Lot;
- (e) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (f) to use the Common Property or other Lots in the Scheme (including the area noted on the hatched section of the level 4 plan attached to the Building Management Statement (**Level 4 Amenities**)) to:
 - (i) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (ii) store building materials, vehicles, cranes, equipment or fill on the Scheme Land,

and for the purposes of this by-law, the Body Corporate may, without the authority of a resolution without dissent or special resolution, grant a licence to owners and occupiers of the Marine Quarter West Development to use the Level 4 Amenities.

50.2 In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot owners or occupiers, of their Lots and the Common Property.

50.3 While any construction or building operations are occurring on the Scheme Land, lot owners and occupiers and invitees to the Scheme Land must comply with reasonable direction of the Original Owner (and Persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM**

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land.

The following lots in the Scheme are affected by the following statutory easements:

Easement	Land Title Act 1994	Lots Affected
Easement for lateral and subjacent support	Section 115N	Lots 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273 and 1281-1283 and Common Property on SP 294581
Easement for utility services Utility infrastructure	Section 115O Section 115P	Lots 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273 and 1281-1283 and Common Property on SP 294581
Easement for shelter	Section 115Q	Lots 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273 and 1281-1283 and Common Property on SP 294581
Easement for projections	Section 115R	Lots 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273 and 1281-1283 and Common Property on SP 294581
Easement for maintenance of the building close to boundary	Section 115S	Lots 1001, 1051-1055, 1061-1065, 1071-1075, 1081-1085, 1091-1095, 1101-1105, 1111-1115, 1121-1125, 1131-1135, 1141-1145, 1151-1155, 1161-1164, 1171-1174, 1181-1184, 1191-1194, 1201-1204, 1211-1214, 1221-1224, 1231-1234, 1241-1244, 1251-1254, 1261-1264, 1271-1273 and 1281-1283 and Common Property on SP 294581

Services Location Diagram identified as "Annexure A" is attached.

1. To facilitate the development of the Marine Quarter West Development, the Original Owner (and those authorised by it) and/or the owner of the Marine Quarter West Development (and those authorised by it) may, at any time, enter onto the Scheme Land, Scheme and/or the Marine Quarter West Development to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services. To facilitate this, the Original Owner and/or the owner of the Marine Quarter West Development may, without limitation, carry out the following work:
 - (a) excavation and general earth works;
 - (b) construction of the Common Property of such improvements and facilities as may be considered necessary by the Original Owner and/or the owner of the Marine Quarter West Development to establish utility infrastructure and utility services.

Such works are collectively called the *Utility Infrastructure Works*.

2. The Original Owner (and those authorised by it) and/or the owner of the Marine Quarter West Development (and those authorised by it) may bring onto the Scheme, Scheme Land or the Marine Quarter West Development any machinery, tools, equipment, vehicles, cranes, and workmen to facilitate the carrying out of Utility Infrastructure Works.
3. The Original Owner and/or the owner of the Marine Quarter West Development shall use reasonable endeavours to ensure that the Utility Infrastructure Works will be carried out in a manner which minimises (so far as is practical) any inconvenience caused to the lot owners or occupiers in the Scheme.
4. The Body Corporate and each lot owner and occupier of Lots in the Scheme and the Marine Quarter West Development agree not to make any objection or any claim against the Original Owner and/or the owner of the Marine Quarter West Development in respect of any noise, dust, traffic or nuisance of any type, which may arise in connection with the Utility Infrastructure Works. The expressions "Utility Infrastructure" and "Utility Services" have the meanings given to them in the Body Corporate and Community Management Act 1997.
5. Original Owner means Marine Quarter Southport Pty Ltd ACN 620 055 067 as trustee for Marine Quarter Southport Unit Trust or its successors or assigns.
6. The Marine Quarter West Development means the balance development of the Adjoining Land or any lot or lots derived from that lot.

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

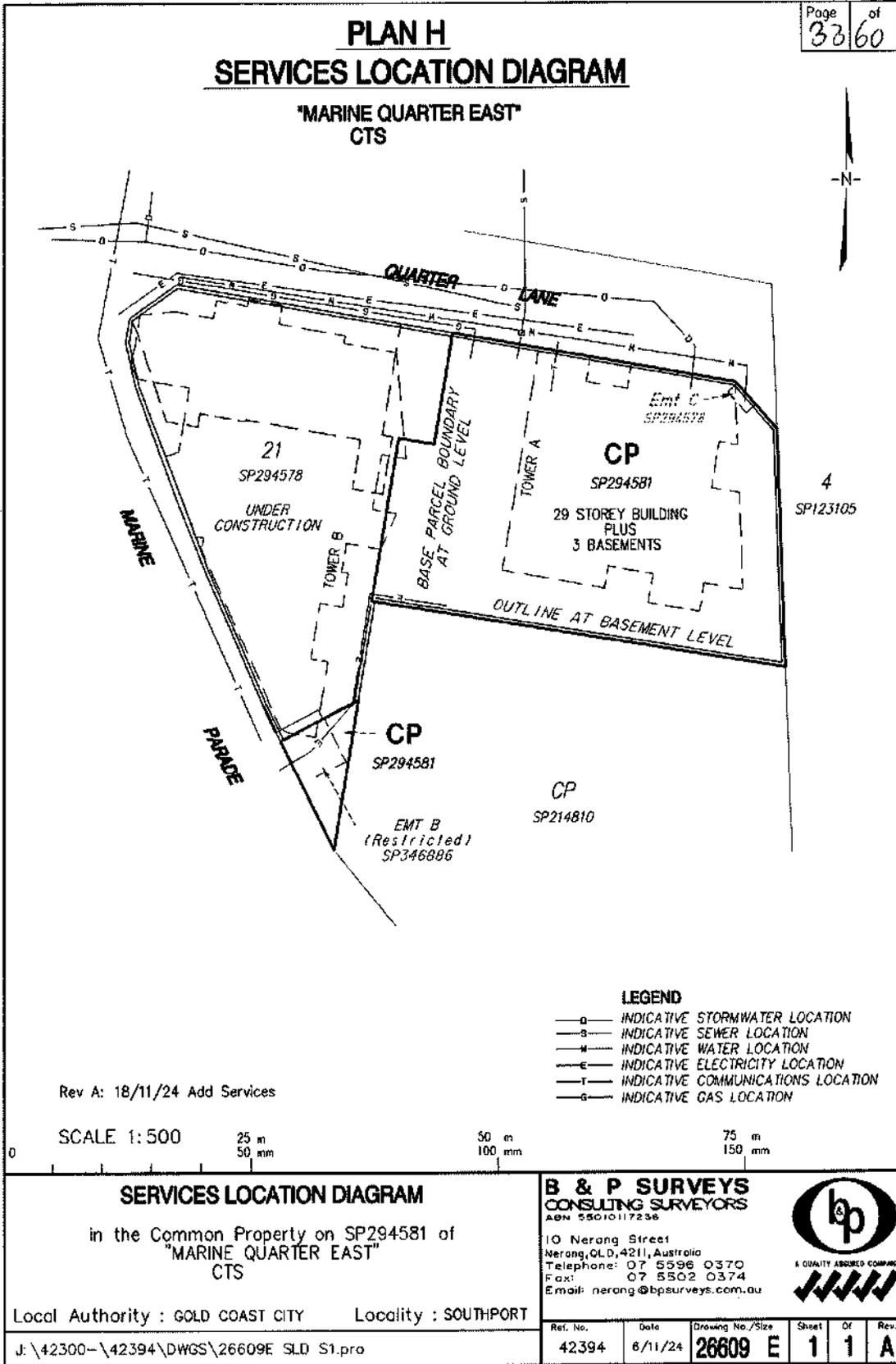
Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plans annexed	Purpose
Lot 1051 on SP 294581	112	Car parking
Lot 1052 on SP 294581	54	Car parking
Lot 1053 on SP 294581	94	Car parking
Lot 1054 on SP 294581	106	Car parking
Lot 1055 on SP 294581	43	Car parking
Lot 1062 on SP 294581	32	Car parking
Lot 1063 on SP 294581	52	Car parking
Lot 1064 on SP 294581	86	Car parking
Lot 1065 on SP 294581	14	Car parking
Lot 1071 on SP 294581	108	Car parking
Lot 1072 on SP 294581	60	Car parking
Lot 1073 on SP 294581	174	Car parking
Lot 1074 on SP 294581	111	Car parking
Lot 1075 on SP 294581	1 C1	Car parking Storage Area
Lot 1081 on SP 294581	27	Car parking
Lot 1082 on SP 294581	55	Car parking
Lot 1083 on SP 294581	33	Car parking
Lot 1084 on SP 294581	92	Car parking
Lot 1085 on SP 294581	2	Car parking
Lot 1091 on SP 294581	48	Car parking
Lot 1092 on SP 294581	91	Car parking
Lot 1093 on SP 294581	5	Car parking
Lot 1094 on SP 294581	20	Car parking
Lot 1095 on SP 294581	3	Car parking
Lot 1101 on SP 294581	75	Car parking
Lot 1102 on SP 294581	95	Car parking
Lot 1103 on SP 294581	4	Car parking
Lot 1104 on SP 294581	47	Car parking
Lot 1105 on SP 294581	21	Car parking
Lot 1111 on SP 294581	76	Car parking
Lot 1112 on SP 294581	96	Car parking
Lot 1113 on SP 294581	99	Car parking

Lot 1114 on SP 294581	24	Car parking
Lot 1115 on SP 294581	31	Car parking
	C5	Storage Area
Lot 1121 on SP 294581	29	Car parking
	C3	Storage Area
Lot 1122 on SP 294581	23	Car parking
Lot 1123 on SP 294581	105	Car parking
Lot 1124 on SP 294581	11	Car parking
Lot 1125 on SP 294581	109	Car parking
Lot 1131 on SP 294581	98	Car parking
Lot 1132 on SP 294581	18	Car parking
Lot 1133 on SP 294581	61	Car parking
Lot 1134 on SP 294581	107	Car parking
Lot 1135 on SP 294581	59	Car parking
Lot 1141 on SP 294581	16	Car parking
Lot 1142 on SP 294581	83	Car parking
Lot 1143 on SP 294581	44	Car parking
Lot 1145 on SP 294581	64	Car parking
	C2	Storage Area
Lot 1151 on SP 294581	58	Car parking
Lot 1152 on SP 294581	102	Car parking
Lot 1153 on SP 294581	85	Car parking
Lot 1154 on SP 294581	17	Car parking
Lot 1155 on SP 294581	51	Car parking
Lot 1161 on SP 294581	19	Car parking
Lot 1162 on SP 294581	97	Car parking
Lot 1163 on SP 294581	113, 114	Car parking
Lot 1164 on SP 294581	116	Car parking
Lot 1171 on SP 294581	35	Car parking
Lot 1172 on SP 294581	82	Car parking
Lot 1173 on SP 294581	56, 57	Car parking
Lot 1174 on SP 294581	34	Car parking
Lot 1181 on SP 294581	78	Car parking
Lot 1183 on SP 294581	72, 73	Car parking
Lot 1184 on SP 294581	38	Car parking

Lot 1191 on SP 294581	71	Car parking
Lot 1192 on SP 294581	104	Car parking
Lot 1193 on SP 294581	25, 26	Car parking
Lot 1194 on SP 294581	22	Car parking
Lot 1201 on SP 294581	87	Car parking
Lot 1202 on SP 294581	49	Car parking
Lot 1203 on SP 294581	41, 42	Car parking
Lot 1204 on SP 294581	70	Car parking
Lot 1211 on SP 294581	88	Car parking
Lot 1212 on SP 294581	8	Car parking
Lot 1213 on SP 294581	68, 69	Car parking
Lot 1214 on SP 294581	10	Car parking
Lot 1221 on SP 294581	62	Car parking
Lot 1222 on SP 294581	103	Car parking
Lot 1223 on SP 294581	65, 66	Car parking
Lot 1224 on SP 294581	77	Car parking
Lot 1231 on SP 294581	12	Car parking
Lot 1232 on SP 294581	84	Car parking
Lot 1233 on SP 294581	63, 64 C7	Car parking Storage Area
Lot 1234 on SP 294581	115	Car parking
Lot 1241 on SP 294581	13	Car parking
Lot 1242 on SP 294581	101	Car parking
Lot 1243 on SP 294581	6, 7	Car parking
Lot 1244 on SP 294581	39	Car parking
Lot 1251 on SP 294581	74	Car parking
Lot 1252 on SP 294581	30 C4	Car parking Storage Area
Lot 1253 on SP 294581	45, 46	Car parking
Lot 1254 on SP 294581	50	Car parking
Lot 1261 on SP 294581	93	Car parking
Lot 1262 on SP 294581	53	Car parking
Lot 1263 on SP 294581	89, 90	Car parking
Lot 1264 on SP 294581	110	Car parking
Lot 1271 on SP 294581	28	Car parking

Lot 1272 on SP 294581	15	Car parking
Lot 1273 on SP 294581	79, 80, 81	Car parking
Lot 1281 on SP 294581	67	Car parking
Lot 1282 on SP 294581	40	Car parking
Lot 1283 on SP 294581	36, 37 C6	Car parking Storage Area

ANNEXURE A
Services Location Diagram

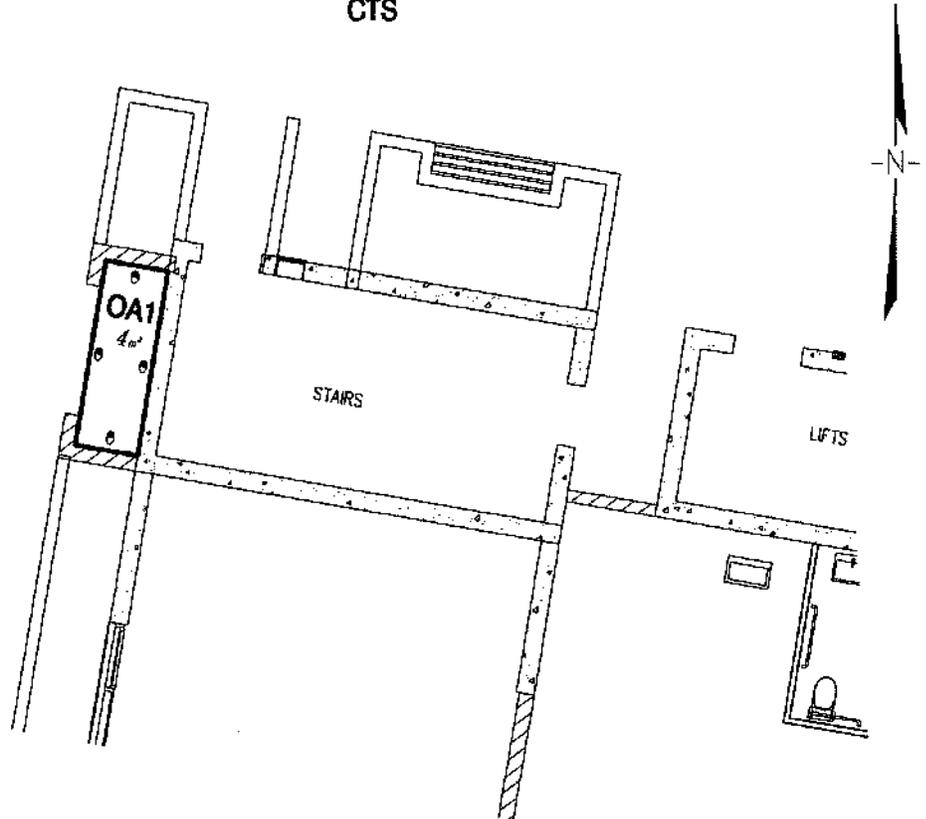


ANNEXURE B
Occupational Authority Plan

OCCUPATIONAL AUTHORITY PLAN

Page 35 of 60

**"MARINE QUARTER EAST"
CTS**

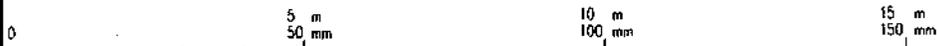


● DENOTES FACE OF WALL

OCCUPATIONAL AUTHORITY AREA IS DEFINED BY THE INTERNAL FACE OF WALLS AND COLUMNS AS SHOWN HEREON

SCALE 1 : 100

REV C 20/11/24, Update from FWork
REV B 03/02/21, Update layout
REV A 30/11/17, Update layout



PLAN FOR OCCUPATIONAL AUTHORITY PURPOSES
OVER PART OF THE COMMON PROPERTY
ON LEVEL H (TOWER LEVEL 4)
ON

**"MARINE QUARTER EAST"
CTS**

Locality of Southport City of Gold Coast

J:\42300-\42394\DWGS\LEVEL 4 OA rev c.pro

B & P SURVEYS
CONSULTING SURVEYORS
ABN 55010117236

10 Nerang Street
Nerang, QLD, 4211, Australia
Telephone: 07 5596 0370
Fax: 07 5502 0374
Email: nerang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au

Offices Also At: Tweed Heads Murwillumbah
Ph. 07 5536 3611 Ph. 02 6672 1924

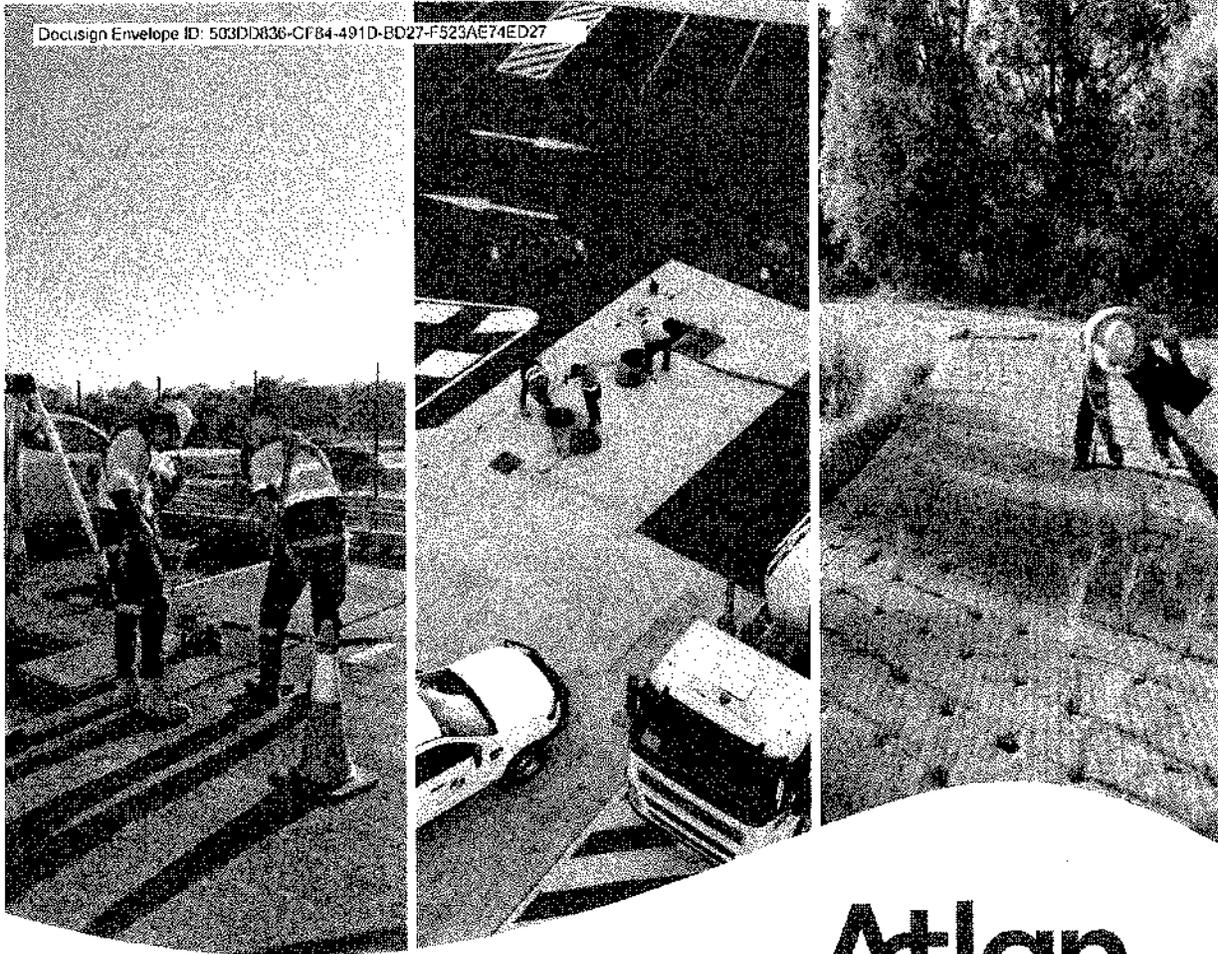


A QUALITY ASSURED COMPANY



Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
42394	31/10/17	22279 E	1	1	C

ANNEXURE C
MMP



MAINTENANCE CONTRACT FOR
QLD 34215 MC

163-167 Marine Parade,
Southport QLD

7 November 2024

atlan.com.au

DocuSign Envelope ID: 503DD836-CF84-491D-BD27-F523AE74ED27



p 1300 773 500 | sales@atlan.com.au
130 Sandstone Pl, Parkinson QLD 4115
atlan.com.au

ATLAN STORMWATER QUALITY TREATMENT DEVICE MAINTENANCE AGREEMENT
FOR

QLD 34215 MC - 163-167 MARINE PARADE SOUTHPORT QLD

This Equipment Maintenance Agreement (the "Maintenance Agreement") is made and effective
8/11/2024

BETWEEN: ATLAN Stormwater (the "Service Provider"), of
100 Silverwater Rd Silverwater NSW 2128; ABN: 83 151 832 629

AND: Marine Quarter Southport Pty Ltd (the "Client") of
163 - 167 Marine Parade Southport QLD 4215

SUMMARY

This 10-year maintenance contract covers the monitoring and servicing of the
ATLAN ATLAN Filters at 163-167 Marine Parade, Southport QLD

Where the Client has requested the provision of maintenance and the Service Provider is willing to
provide such services as per the terms of this agreement both parties agree to:

1. WARRANTY

ATLAN operational warranty on the ATLAN Filter is in place for as long as there is an active
maintenance regime with ATLAN on the specified units.

- Excludes construction silt loads
- Excludes unusual/accidental silt loads
- ATLAN maintains the site

Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied
with the manufacturer's instructions in relation to installation, maintenance and operation of the said
goods.

2. MAINTENANCE CALLS

Service Provider agrees to provide maintenance service including three [3] times maintenance visit
annually and interim calls as required at the installation address specified above on the equipment
listed. All charges specified are those currently in effect and are subject to change only at the time of
subsequent annual renewal. The new charges shall become effective upon the date specified in the
renewal invoice. Client calls hereunder are restricted to the normal working hours of the Service
Provider.

All service commenced outside of Service Provider's normal working hours will be charged at
published rates for service time and expense only.

3. SERVICES

The following services are included:

Maintenance Summary

The ATLAN Filter treatment train system will be inspected in accordance with the Maintenance
Manual.

Maintenance Triggers

The basic activities included in the maintenance contract are as follows:

- If there is 150mm of silt build up, it will be vacuumed out at an additional cost. Costing to be
confirmed at time of activity and will be additional cost to the standard contract value outlined
below.

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P 1300 773 500 | sales@atlan.com.au
 130 Sandstone Pl, Parkinson QLD 4115
 atlan.com.au



Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Service Provider are used. Service Provider shall have full and free access to the equipment to provide service thereon. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment to operating condition, such repairs will be billed at Service Provider's published time and material rates then in effect.

4. ANNUAL RATE FOR SERVICES

4.1 INCLUSIONS

ACTIVITY	FREQUENCY [subject to site characteristics]	COST BREAK-DOWN [subject to CPI index]
Inspection and Maintenance: 3 Cartridges ATLAN Filter system - ATLAN technician/s onsite, to carry out maintenance of stormwater treatment system, vault and filters, test sludge level, remove and provide detailed report.	Every four months	Per annum = \$1,779.00
Replacement Factors: - ATLAN Filter replacement - Allowance for 2-time replacement of Filters throughout the 10-year period. - All old ATLAN Filters removed, disposed and replaced. Note: The vault to be cleaned out via a vacuum truck prior to installation of the new filter units, price on application as per 4.2 Exclusions below.	Based on the [site] stormwater treatment train and experience we estimate the life of the ATLAN Filters to be every 4 years.	1 x Labour, travel expenses 6 x ATLAN Filters Replacement Total once in 10 years = \$23,833.00 Per annum = \$2,383.00
SUMMARY		
Replace the Filters in accordance with above in 10 years, turnkey operation		
<ul style="list-style-type: none"> • Inspection and Maintenance: \$1,779.00 per annum • Replacement Factors: \$2,383.00 per annum • Total Investment Value Per Annum: \$4,162.00 + (GST) 		

The annual rate for maintenance of ATLAN Filter for a 10-year term is \$4,162.00 + (GST) and shall be paid upon receipt of invoice. The annual rate shall be indexed by CPI + 1% at each annual renewal date. Any payment not made by the 30th day of the month shall be considered overdue and in addition to Service Provider's other remedies, Service Provider may levy a late payment charge equal to 4% per month on any overdue amount. ATLAN to send maintenance report per service.

4.2 EXCLUSIONS

ACTIVITY	FREQUENCY [subject to site characteristics]	COST BREAK-DOWN [subject to CPI index]
Vacuum out, removal and disposal of pollutants via vacuum truck. Note: StormSack bags with cigarette holes are not eligible for warranty	When necessary, based on the maintenance inspection and report	This is an additional cost to the regular maintenance contract and has not been included in the annual rate indicated above. Costing to be confirmed at time of activity based on extent of pollutants removed and disposed.

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130 Sandstone Pl, Parkinson QLD 4115
atlan.com.au



5. PAYMENTS

For service as specified above on the equipment listed, the undersigned Client agrees to pay in advance the total annual charge specified above to Service Provider, in accordance with the terms specified on the face of the invoice. There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including GST.

6. BINDING AGREEMENT

The undersigned Client represents that he is the owner of the equipment, or that they have the owner's authority to enter into this agreement. This Agreement is subject to acceptance by Service Provider. It takes effect on the date written above and continues in effect with automatic annual renewal at the indexed rates until the end of contract period.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Client Signature

ATLAN Stormwater
100 Silverwater Rd Silverwater NSW 2128



Authorized Signature



Authorized Signature

Name: Stuart Biggs

Name: DENNIS O'CONNOR

Date: 07-Nov-2024 | 4:37 PM AEDT

Date: 8/11/2024

Billing Entity: Marine Quarter Southport Pty Ltd

ABN: 83 151 832 629

ABN: 66 938 751 938

Contact: Stuart Biggs

Phone:

Billing address: 127 High Street, PRAHRAN VIC 3181

Accounts Email: accounts@buildcap.com.au

DocuSign Envelope ID: 603DD836-CF84-491D-6D27-F323AE74ED27

<p>NSW HEAD OFFICE 100 Silverwater Rd, Silverwater NSW 2128 PO Box 7120, Silverwater NSW 1811 P: +61 2 8705 0255 M: +600 773 500 nsw@atlan.com.au</p>	<p>QLD MAIN OFFICE 130 Sandstone Pl, Parkwood QLD 4115 P: +61 2 3221 6966 F: +600 773 500 qld@atlan.com.au</p>	<p>VIC & TAS OFFICE 897 Winton Dr, Boroonia VIC 3178 P: +61 3 8274 1330 F: +600 810 130 sales@atlan.com.au</p> <p>VIC GEELONG BRANCH 70 Technology Circle, Geelong VIC</p>
<p>SA OFFICE 9 Hampden Road, Mount Barker SA 5251 P: +600 773 500 sales@atlan.com.au</p>	<p>QLD SUNSHINE COAST BRANCH 19 Zephyr Chaplin St, Bells Creek QLD 4551 P: +600 773 500 qld_sunshine@atlan.com.au</p>	<p>WA OFFICE 2 Madal Creek Canning Vale WA 6155 P: +61 8 9350 4900 F: +600 326 560 sales@atlan.com.au</p>
<p>NZ OFFICE WANGANUI 43 Hilda Road Wanganui New Zealand P: +64 6 349 0088 sales@atlan.co.nz</p>	<p>NZ OFFICE WELLINGTON 41 Raha St Porua Wellington New Zealand P: +64 4 239 6005 nz@atlan.co.nz</p>	<p>NZ OFFICE AUCKLAND 100 Montgomery Road Auckland, Otago P: +64 9 276 9045 sales@atlan.com.au</p>

Joy in water

'We believe clean waterways are a right not a privilege and we work to ensure a joy in water experience for you and future generations.'

Andy Hornbuckle



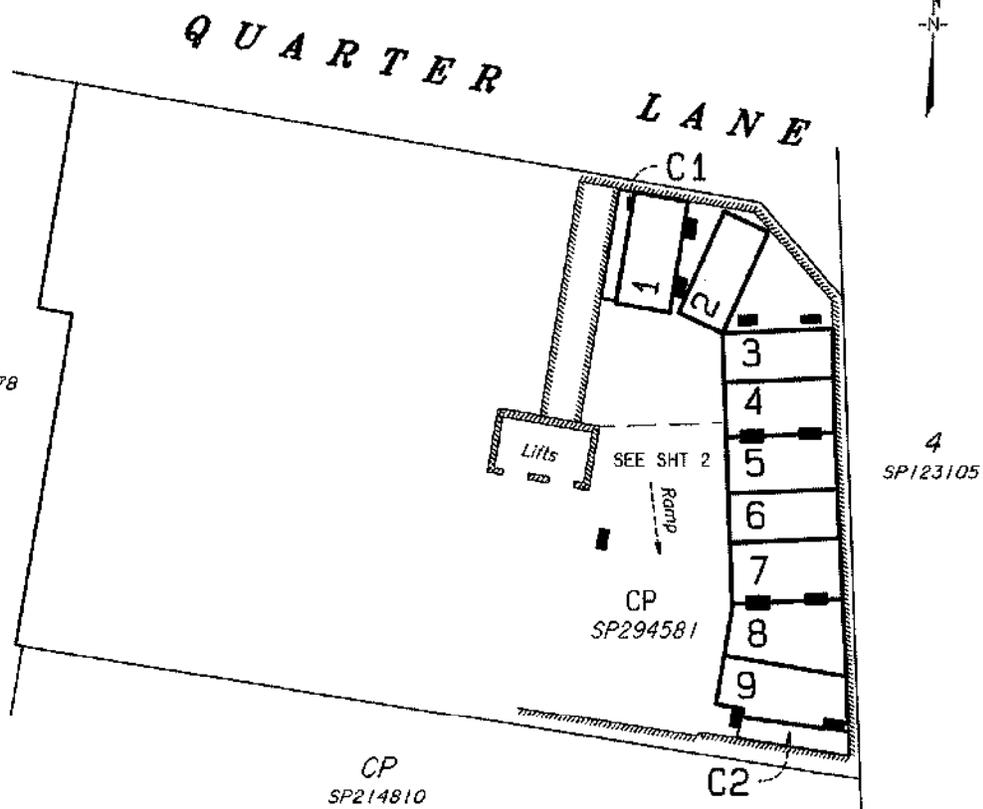
Your personal contact is **Dennis O'Connor**
 Direct **0419 467 898**
Dennis.OConnor@atlan.com.au

P 02 8705 0255 | sales@atlan.com.au
 100 Silverwater Rd, Silverwater NSW 2128 Australia
 atlan.com.au

ANNEXURE D
Exclusive Use

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN A
EXCLUSIVE USE PLAN
LEVEL A
"MARINE QUARTER EAST"
CTS

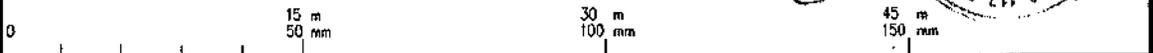
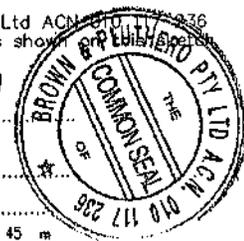


- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 1011225
 certify that the details shown on this plan are correct.

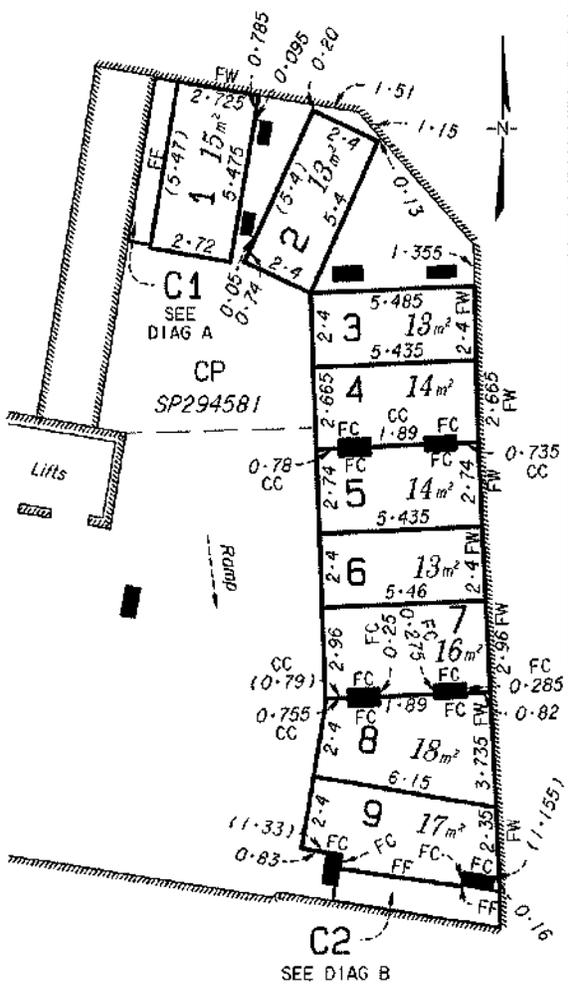
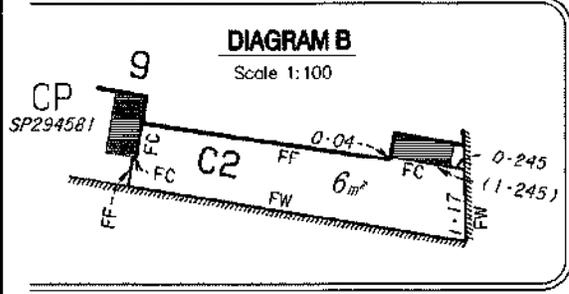
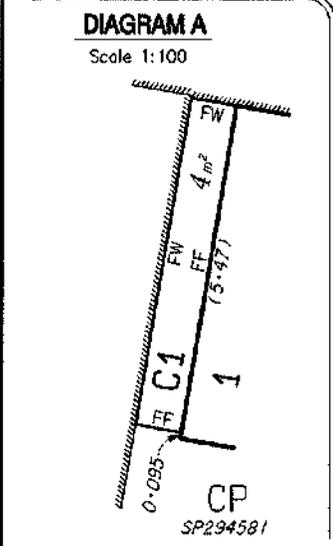
Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/11/2024



<p>PLAN FOR EXCLUSIVE USE PURPOSES OVER PART OF THE COMMON PROPERTY ON SP294581 ON LEVEL A (BASEMENT 2.5) OF "MARINE QUARTER EAST" CTS</p>					<p>B & P SURVEYS CONSULTING SURVEYORS A&N 55010117236</p>						
<p>Locality : SOUTHPORT Local Government : Gold Coast City</p>					<p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au Offices Also At : Tweed Heads Murwillumbah Ph.07 5536 3611 Ph.02 6672 1824</p>					<p>A QUALITY ASSURED COMPANY</p>	
<p>J:\42300-\42394\DWGS\22239Di.pro</p>											
Scale	Level Datum	F.Bk	L.Bk	Drawn DV/LAA	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.	
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MARINE QUARTER EAST COMMUNITY TITLES SCHEME

**PLAN A
EXCLUSIVE USE PLAN
LEVEL A
"MARINE QUARTER EAST"
CTS**

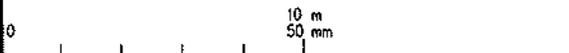


- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd A.C.N. 010 117 288
 certify that the details shown on this plan are correct.

Director: *[Signature]*
 Director:
 Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL A (BASEMENT 2.5)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality : SOUTHPORT Local Government : Gold Coast City

J:\42300-\42394\DWGS\22239Di.pro

Scale 1 : 200 A4 SIZE	Level Datum Origin - RL	F.Bk -	L.Bk -	Drawn Dy/LAA Chk'd RXR
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B & P SURVEYS
 CONSULTING SURVEYORS
 ABN 55010117236

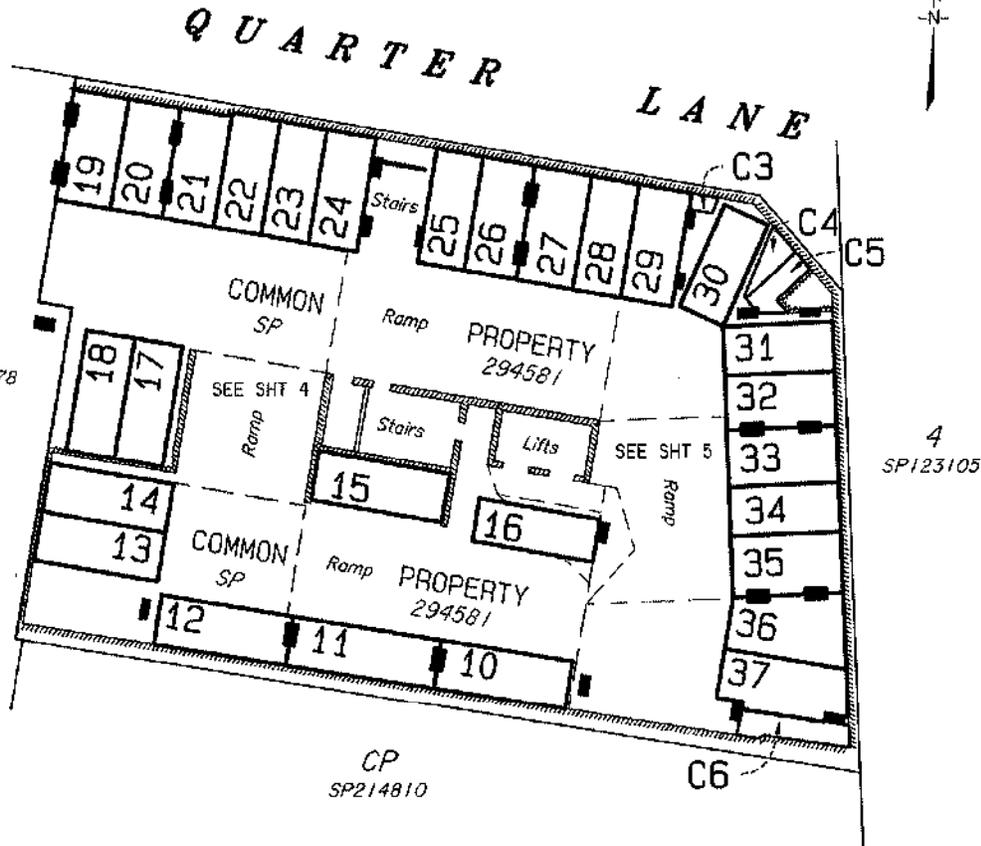
10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
 Email: nerang@bpsurveys.com.au
 Webpage: www.bpsurveys.com.au
 Offices Also At : Tweed Heads Ph. 07 5536 3611 Murwillumbah Ph. 02 6672 1924

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Ref. No. 42394/1	Date 6/10/17	Drawing No./Size 22239 E	Sheet 2	Of 18	Rev. 1
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MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN B
EXCLUSIVE USE PLAN
LEVEL B
"MARINE QUARTER EAST"
CTS



- FH DENOTES FACE OF HOBB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- █ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
Rev H 01/02/21: New layout
Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 236
certify that the details shown
plan are correct.

Director: *[Signature]*

Director: *[Signature]*

Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY
ON SP294581 ON LEVEL B (BASEMENT 2)
OF
"MARINE QUARTER EAST"
CTS

Locality :
SOUTHPORT

Local Government :
Gold Coast City

J: \42300-\42394\DWGS\22239Di.pro

B & P SURVEYS
CONSULTING SURVEYORS
ABN 55010117236

10 Nerang Street
Nerang, QLD, 4211, Australia
Telephone: 07 5596 0370
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Ph. 07 5536 3611



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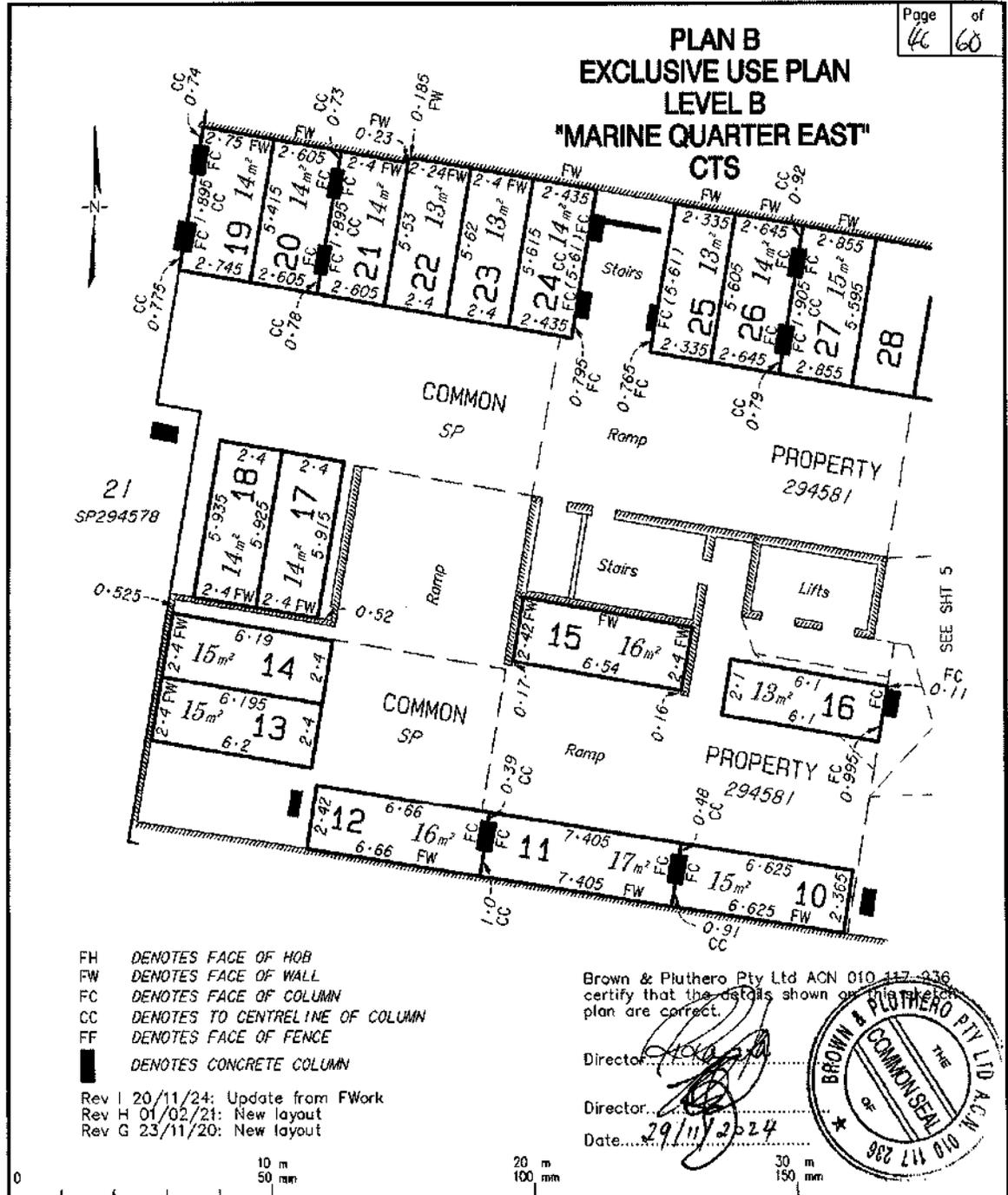


Murwillumbah
Ph. 02 6672 1924

Scale	Level Datum	F.Bk	L.Bk	Drawn DV/LAA	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 300 A4 SIZE	Origin - RL	-	-	Chk'd RXR	42394/1	6/10/17	22239 E	3	18	1

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN B EXCLUSIVE USE PLAN LEVEL B "MARINE QUARTER EAST" CTS



FH DENOTES FACE OF HOB
 FW DENOTES FACE OF WALL
 FC DENOTES FACE OF COLUMN
 CC DENOTES TO CENTRELINE OF COLUMN
 FF DENOTES FACE OF FENCE
 ■ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd AON 010 117 236
 certify that the details shown on
 plan are correct.

Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL B (BASEMENT 2)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality : SOUTHPORT Local Government : Gold Coast City

J: \42300-\42394\DWGS\22239Di.pro

Scale 1 : 200 A4 SIZE	Level Datum Origin - RL	F.Bk -	L.Bk -	Drawn DV/LAA CHK'd RXR	Ref. No. 42394/1	Date 6/10/17	Drawing No./Size 22239 E	Sheet 4	Of 18	Rev. 1
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 ABN 55010117236

10 Nerang Street
 Nerang, QLD, 4211, Australia
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 Webpage: www.bpsurveys.com.au

Offices Also At : Tweed Heads Ph. 07 5536 3611
 Murwillumbah Ph. 02 6672 1924



A QUALITY ASSURED COMPANY

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

DIAGRAM C

Scale 1:50

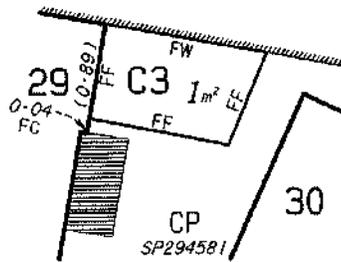


DIAGRAM D

Scale 1:100

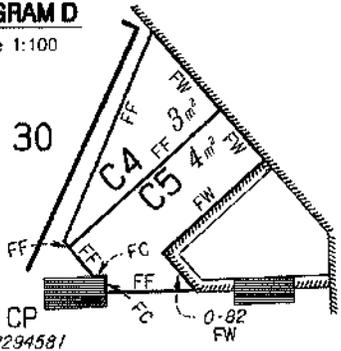
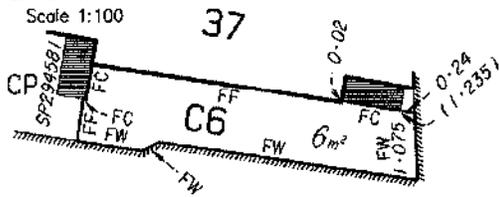


DIAGRAM E

Scale 1:100

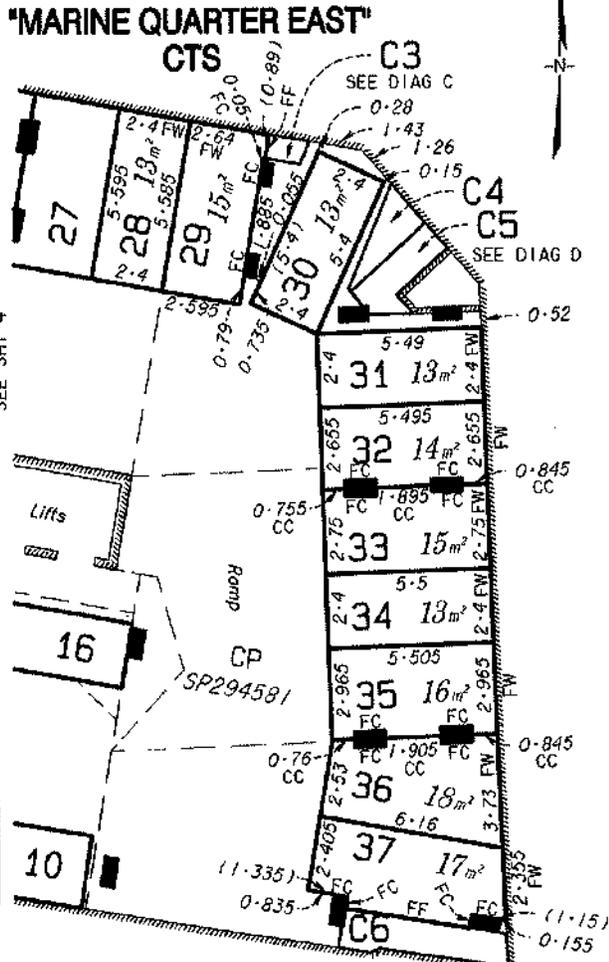


- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout



**PLAN B
 EXCLUSIVE USE PLAN
 LEVEL B
 'MARINE QUARTER EAST'**



Brown & Pluthero Pty Ltd ACN 019 236 certify that the details shown on this plan are correct.

Director: [Signature]
 Director: [Signature]
 Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES

OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL B (BASEMENT 2)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality :
 SOUTHPORT

Local Government :
 Gold Coast City

J:\42300-\42394\DWGS\22239Di.pro

**B & P SURVEYS
 CONSULTING SURVEYORS**
 ABN 55010117236

10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
 Email: nerang@bpsurveys.com.au
 Webpage: www.bpsurveys.com.au
 Offices Also At: Tweed Heads
 Ph. 07 5536 3611



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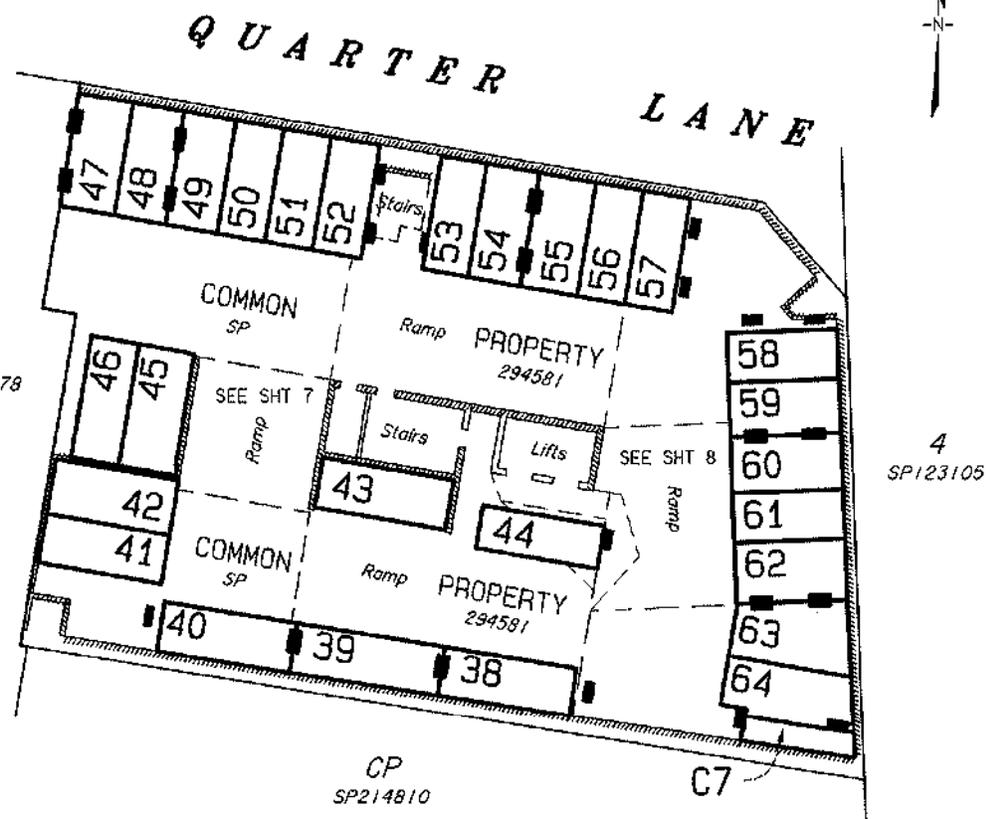


Murwillumbah
 Ph. 02 6672 1924

Scale	Level Datum	F.Bk	L.Bk	Drawn DV/LAA	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 200 A4 SIZE	Origin - RL	-	-	Chk'd RXR	42394/1	6/10/17	22239 E	5	18	1

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN C
EXCLUSIVE USE PLAN
LEVEL C
"MARINE QUARTER EAST"
CTS



- FH DENOTES FACE OF HOBB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- █ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 298
 certify that the details shown on this plan are correct.

Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/11/2024



15 m 50 mm 30 m 100 mm 45 m 150 mm

PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL C (BASEMENT 1)
 OF
 "MARINE QUARTER EAST"
 CTS
 Locality: SOUTHPORT Local Government: Gold Coast City
 J: \42300-\42394\DWGS\22239D1.pro

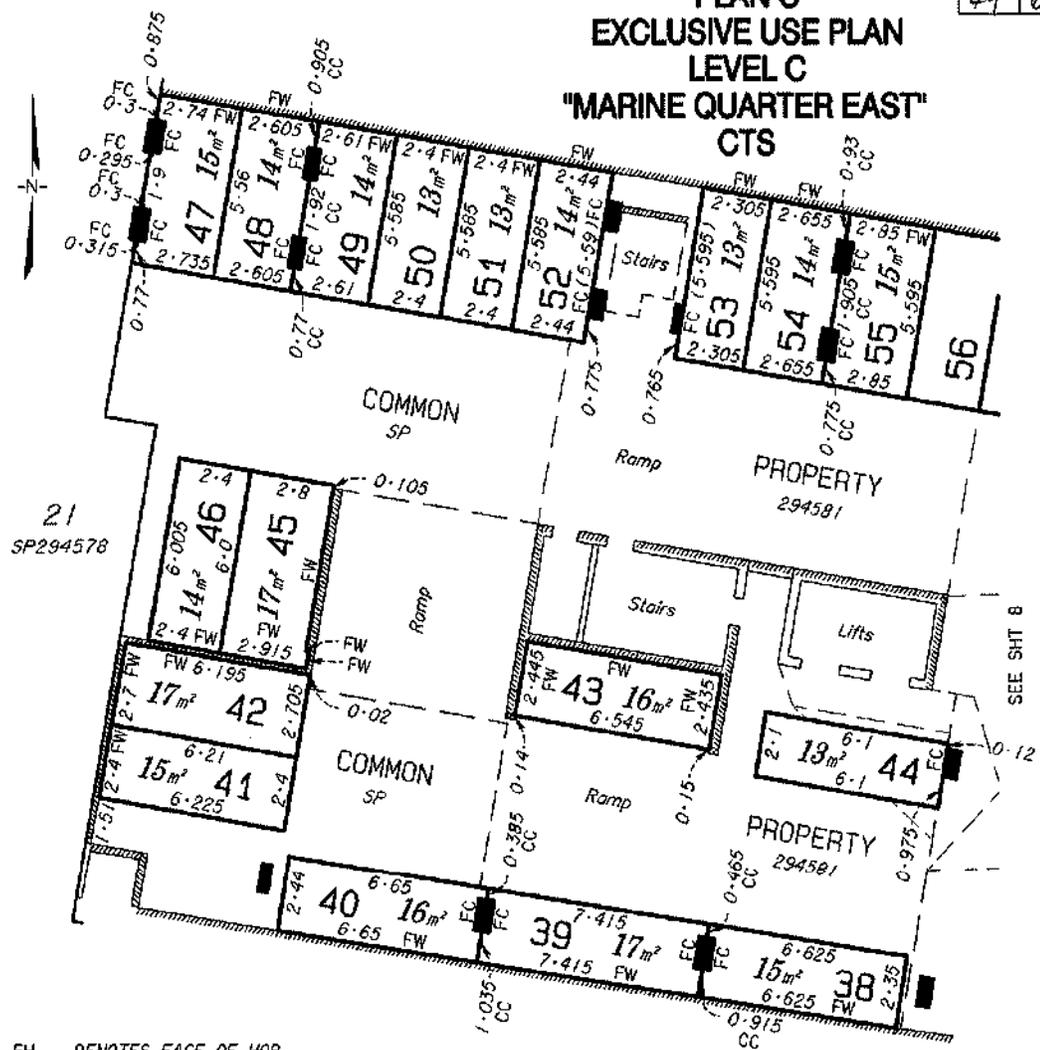
B & P SURVEYS
 CONSULTING SURVEYORS
 ABN 55010117236
 10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
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 Webpage: www.bpsurveys.com.au
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Scale 1 : 300 A4 SIZE	Level Datum Origin - RL	F.Bk -	L.Bk -	Drawn DV/LAA Chk'd RXR	Ref. No. 42394/1	Date 6/10/17	Drawing No./Size 22239 E	Sheet 6	Of 18	Rev. 1
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MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN C
EXCLUSIVE USE PLAN
LEVEL C
"MARINE QUARTER EAST"
CTS

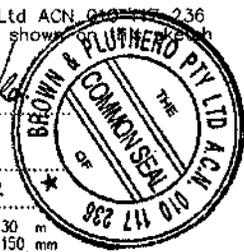


- FH DENOTES FACE OF HOBB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 236
 certify that the details shown on this plan are correct.

Director: [Signature]
 Director: [Signature]
 Date: 29/11/2024



10 m 50 mm 20 m 100 mm 30 m 150 mm

PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL C (BASEMENT 1)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality: SOUTHPORT Local Government: Gold Coast City

J:\42300-\42394\DWGS\22239Di.pro

Scale 1 : 200 A4 SIZE	Level Datum Origin - RL	F.Bk -	L.Bk -	Drawn DV/LAA CHK'G RXR
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B & P SURVEYS
 CONSULTING SURVEYORS
 ABN 55010117236

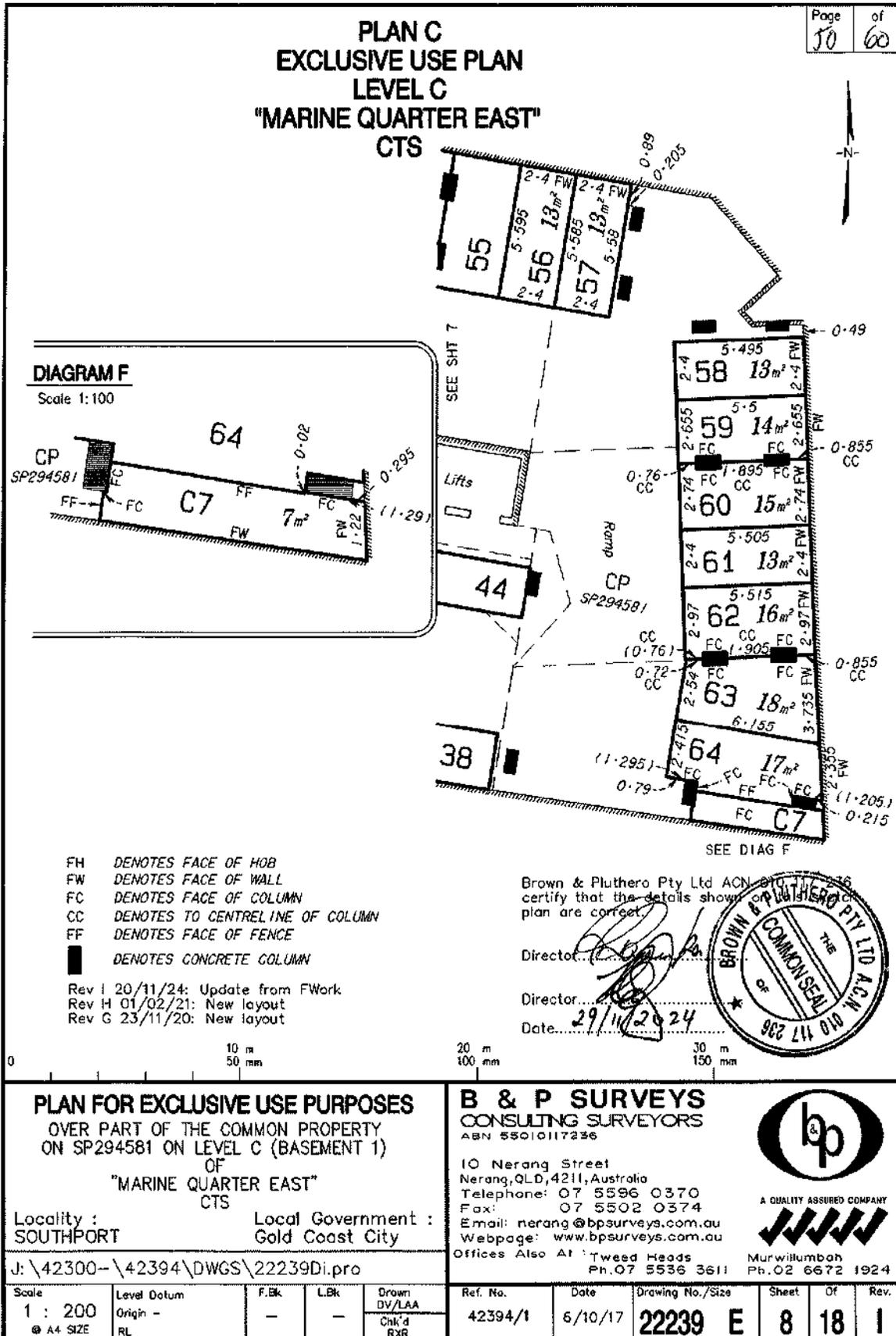
10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
 Email: nerang@bpsurveys.com.au
 Webpage: www.bpsurveys.com.au

Offices Also At: Tweed Heads Ph. 07 5536 3611 Murwillumbah Ph. 02 6672 1924

A QUALITY ASSURED COMPANY

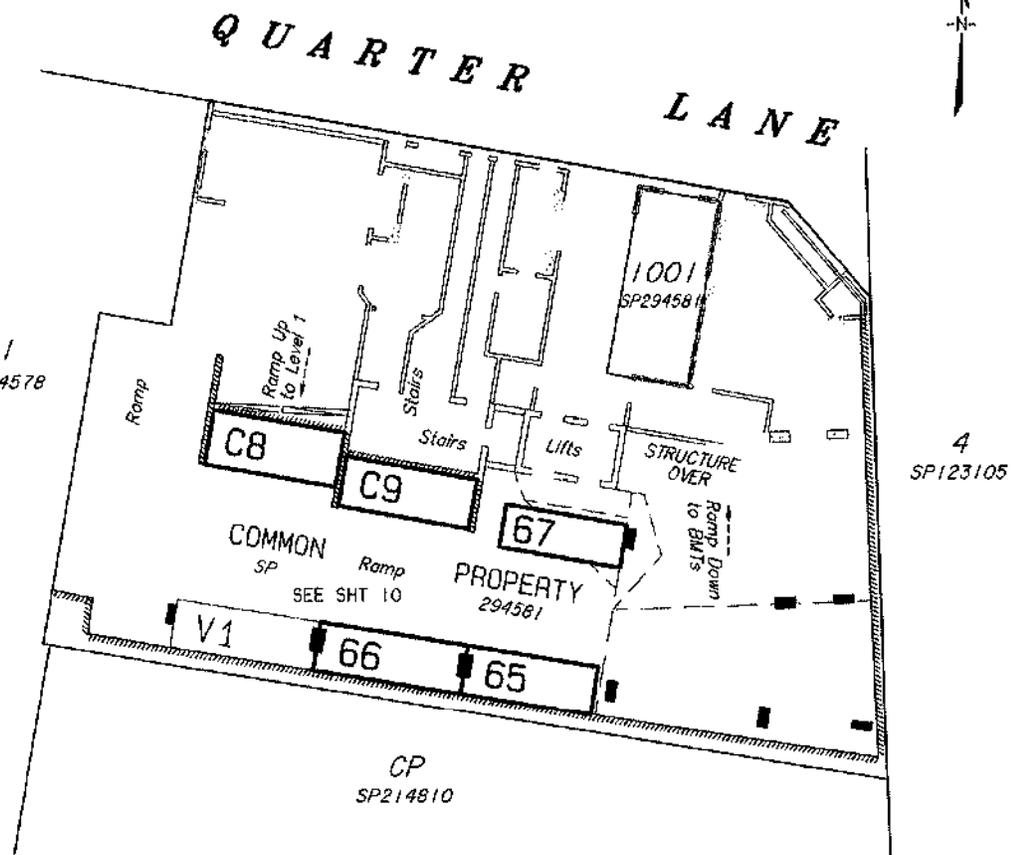
Ref. No. 42394/1	Date 6/10/17	Drawing No./Size 22239 E	Sheet 7	Of 18	Rev. 1
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MARINE QUARTER EAST COMMUNITY TITLES SCHEME



MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN D
EXCLUSIVE USE PLAN
LEVEL D
"MARINE QUARTER EAST"
CTS

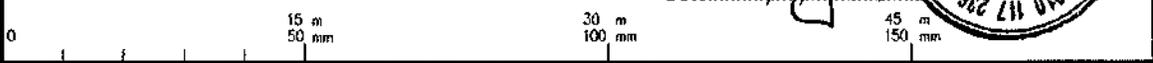
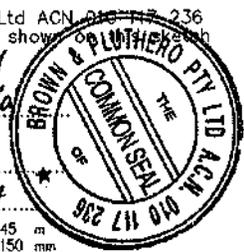


- FH DENOTES FACE OF HOBB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 117 236
 certify that the details shown on this plan are correct.

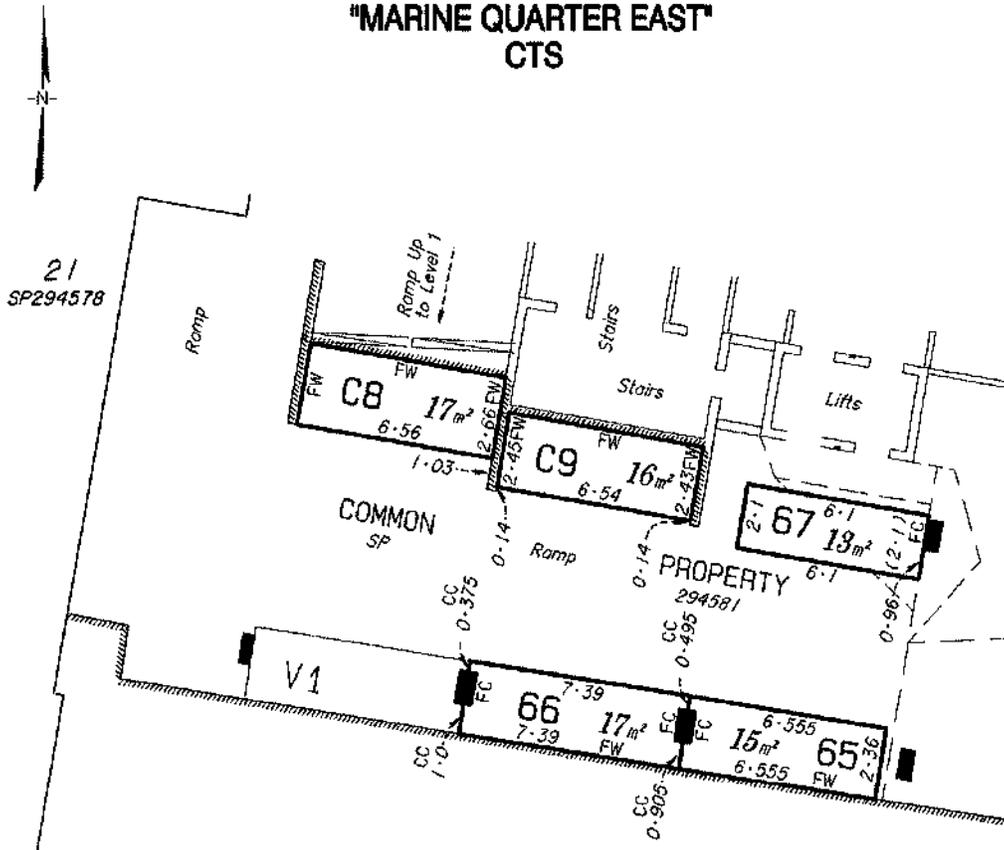
Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/11/2024



<p>PLAN FOR EXCLUSIVE USE PURPOSES OVER PART OF THE COMMON PROPERTY ON SP294581 ON LEVEL D (GROUND) OF "MARINE QUARTER EAST" CTS</p>					<p>B & P SURVEYS CONSULTING SURVEYORS ASN 55010117236</p>					<p>A QUALITY ASSURED COMPANY</p>				
<p>Locality : SOUTHPORT Local Government : Gold Coast City</p>					<p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au</p>					<p>Offices Also At : Tweed Heads Ph. 07 5536 3611 Murwillumbah Ph. 02 6672 1924</p>				
<p>J: \42300-\42394\DWGS\22239Di.pro</p>														
Scale	Level Datum	F.Bk	L.Bk	Drawn DV/LAA	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.				
1 : 300 A4 SIZE	Origin - RL	-	-	Chk'd RXR	42394/1	6/10/17	22239 E	9	18	1				

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN D
EXCLUSIVE USE PLAN
LEVEL D
"MARINE QUARTER EAST"
CTS

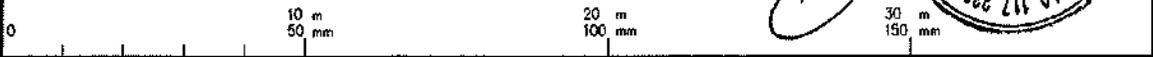
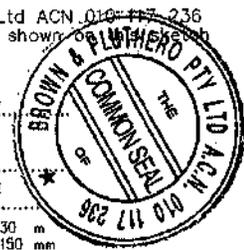


- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- █ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 236
 certify that the details shown on this plan are correct.

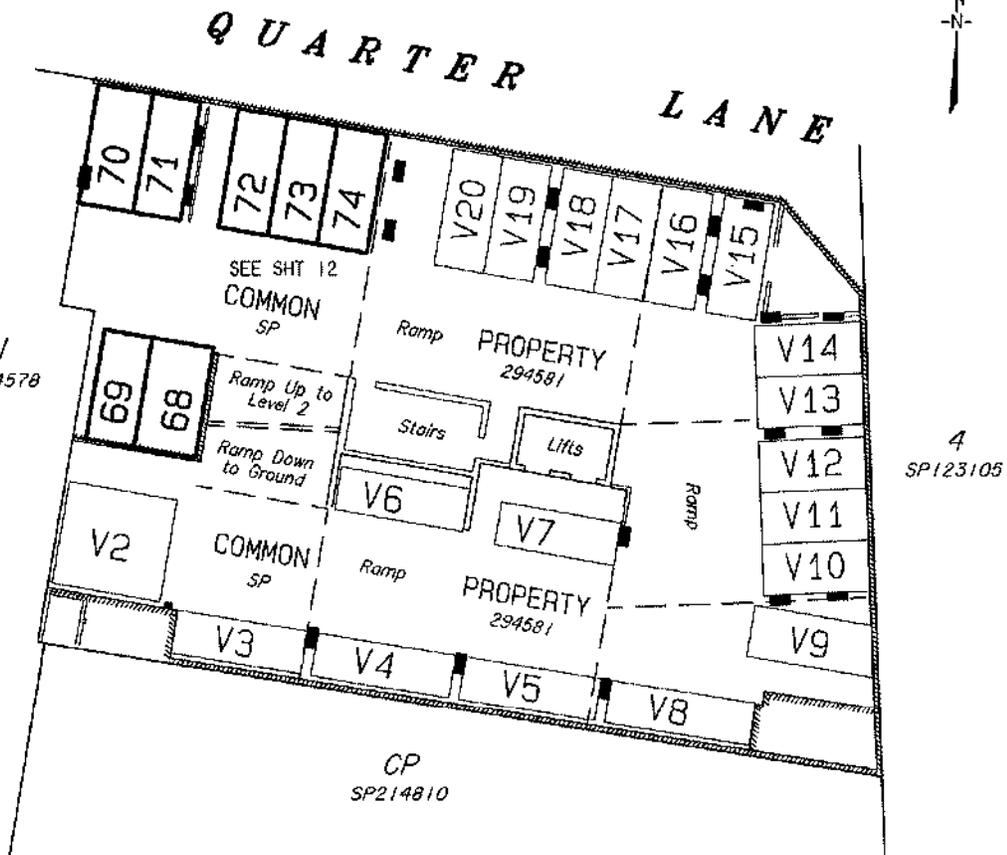
Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/11/2024



<p>PLAN FOR EXCLUSIVE USE PURPOSES OVER PART OF THE COMMON PROPERTY ON SP294581 ON LEVEL D (GROUND) OF "MARINE QUARTER EAST" CTS</p>					<p>B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236</p> <p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au</p> <p>Offices Also At: Tweed Heads Ph. 07 5536 3611</p>					<p>A QUALITY ASSURED COMPANY</p> <p>Murwillumbah Ph. 02 6672 1924</p>				
<p>Locality : SOUTHPORT Local Government : Gold Coast City</p>					<p>J: \42300-\42394\DWGS\22239Di.pro</p>									
Scale	Level Datum	F.Bk	L.Bk	Drawn DV/LAA	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.				
1 : 200 A4 SIZE	Origin - RL	-	-	Ch'k'd RXR	42394/1	6/10/17	22239 E	10	18	1				

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN E
EXCLUSIVE USE PLAN
LEVEL E
"MARINE QUARTER EAST"
CTS



21
SP294578

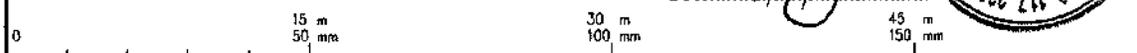
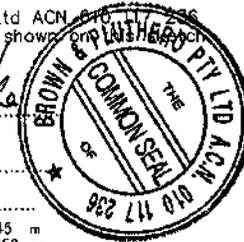
4
SP123105

- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- █ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
Rev H 01/02/21: New layout
Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 110 117 236 certify that the details shown on this plan are correct.

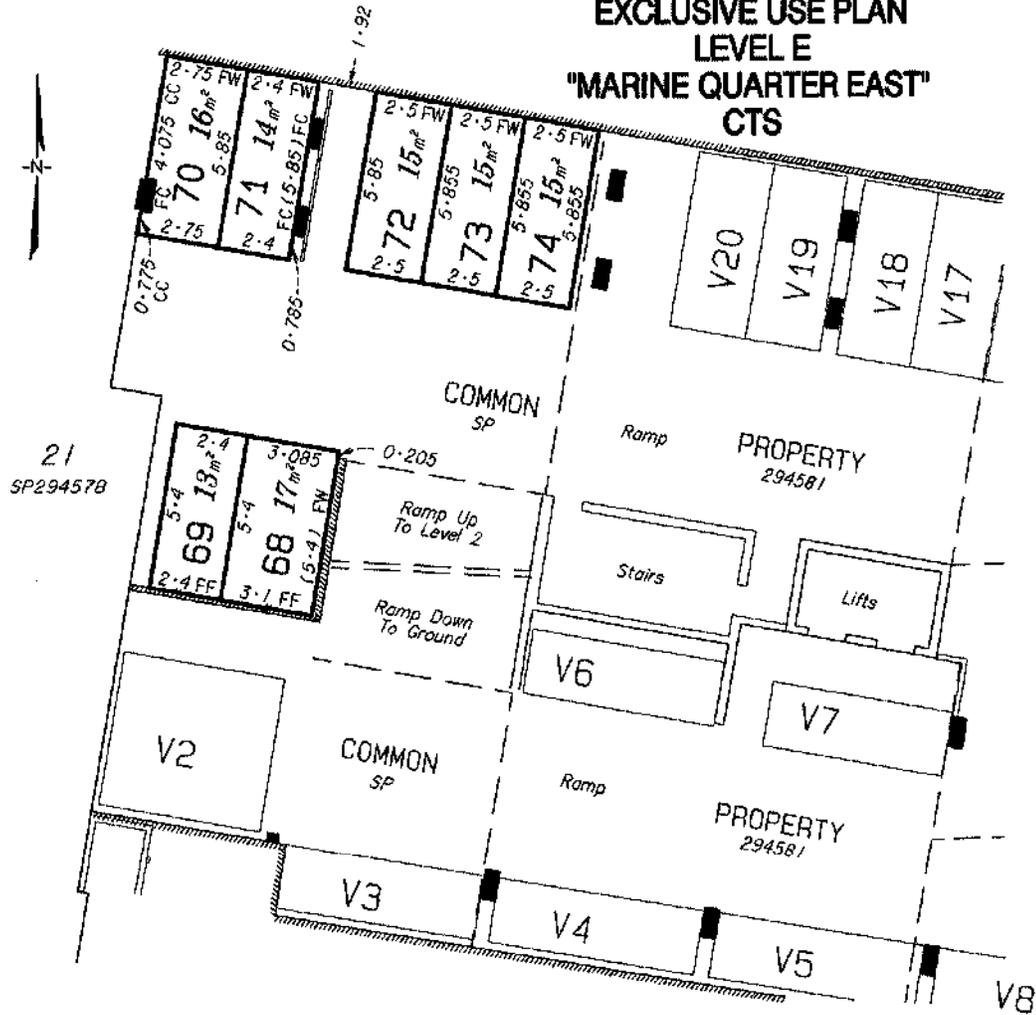
Director: *[Signature]*
Director: *[Signature]*
Date: 29/11/2024



<p>PLAN FOR EXCLUSIVE USE PURPOSES OVER PART OF THE COMMON PROPERTY ON SP294581 ON LEVEL E (LEVEL 1) OF "MARINE QUARTER EAST" CTS</p>				<p>B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236</p>				<p>A QUALITY ASSURED COMPANY</p>			
<p>Locality : SOUTHPORT</p>		<p>Local Government : Gold Coast City</p>		<p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au</p>				<p>Offices Also At : Tweed Heads Ph. 07 5536 3611</p>			
<p>J: \42300-\42394\DWGS\22239Di.pro</p>				<p>Ref. No. 42394/1</p>		<p>Date 6/10/17</p>		<p>Drawing No./Size 22239 E</p>		<p>Sheet 11 of 18</p>	
<p>Scale 1 : 300 @ A4 SIZE</p>		<p>Level Datum Origin - RL</p>		<p>F.Blk - L.Blk -</p>		<p>Drawn DV/LAA Chk'd RXR</p>		<p>Rev. 1</p>			

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN E
EXCLUSIVE USE PLAN
LEVEL E
"MARINE QUARTER EAST"
CTS

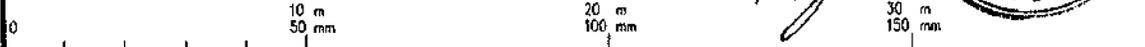


- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 236
 certify that the details shown on this site plan are correct.

Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL E (LEVEL 1)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality : SOUTHPORT Local Government : Gold Coast City

B & P SURVEYS
 CONSULTING SURVEYORS
 ABN 55010117236

10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
 Email: nerang@bpsurveys.com.au
 Webpage: www.bpsurveys.com.au

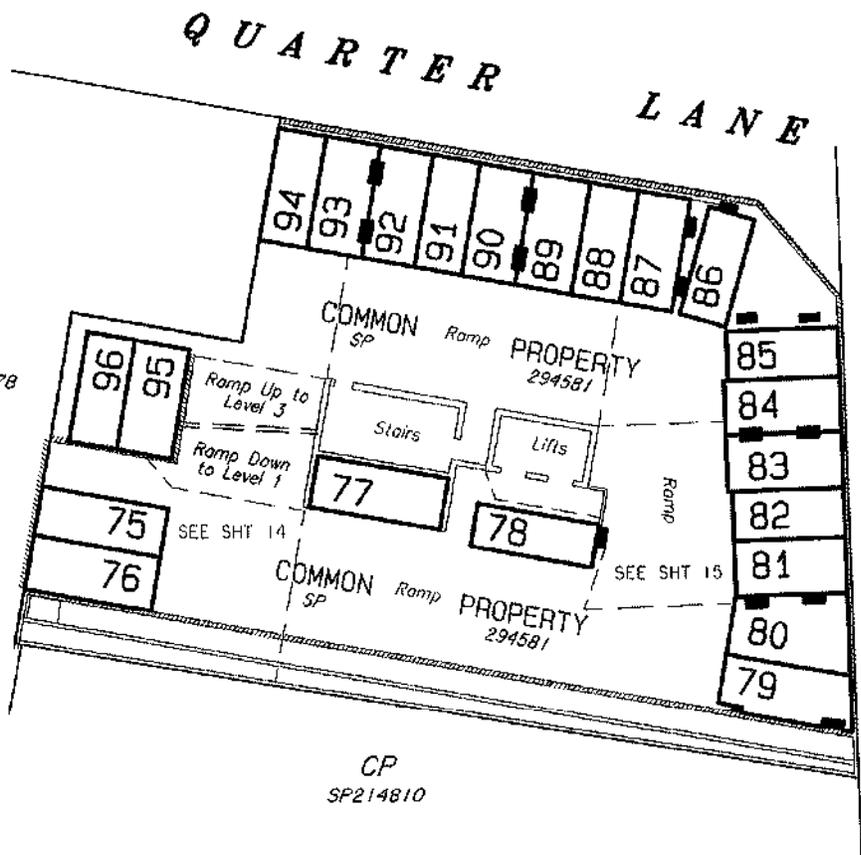
Offices Also At : Tweed Heads Murwillumbah
 Ph. 07 5536 3611 Ph. 02 6672 1924

J: \42300-\42394\DWGS\22239Di.pro

Scale	Level Datum	F.Bk	L.Bk	Drawn DV/LAA	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 200 A4 SIZE	Origin - RL	-	-	Ch'd RXR	42394/1	6/10/17	22239 E	12	18	1

MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN F
EXCLUSIVE USE PLAN
LEVEL F
"MARINE QUARTER EAST"
CTS



21
SP294578

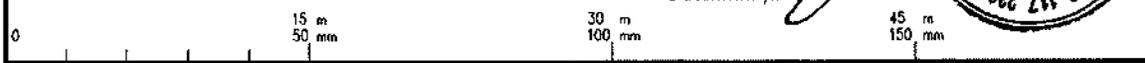
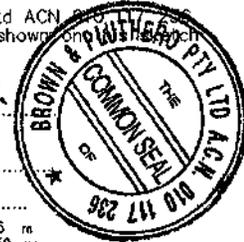
4
SP123105

- FH DENOTES FACE OF HOB
- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- CC DENOTES TO CENTRELINE OF COLUMN
- FF DENOTES FACE OF FENCE
- █ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
Rev H 01/02/21: New layout
Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 286
certify that the details shown on this plan are correct.

Director: *[Signature]*
Director: *[Signature]*
Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY
ON SP294581 ON LEVEL F (LEVEL 2)
OF
"MARINE QUARTER EAST"
CTS
Locality : SOUTHPORT Local Government : Gold Coast City

B & P SURVEYS
CONSULTING SURVEYORS
ABN 55010117236
10 Nerang Street
Nerang, QLD, 4211, Australia
Telephone: 07 5596 0370
Fax: 07 5502 0374
Email: nerang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au
Offices Also At : Tweed Heads Murwillumbah
Ph.07 5536 3611 Ph.02 6672 1924

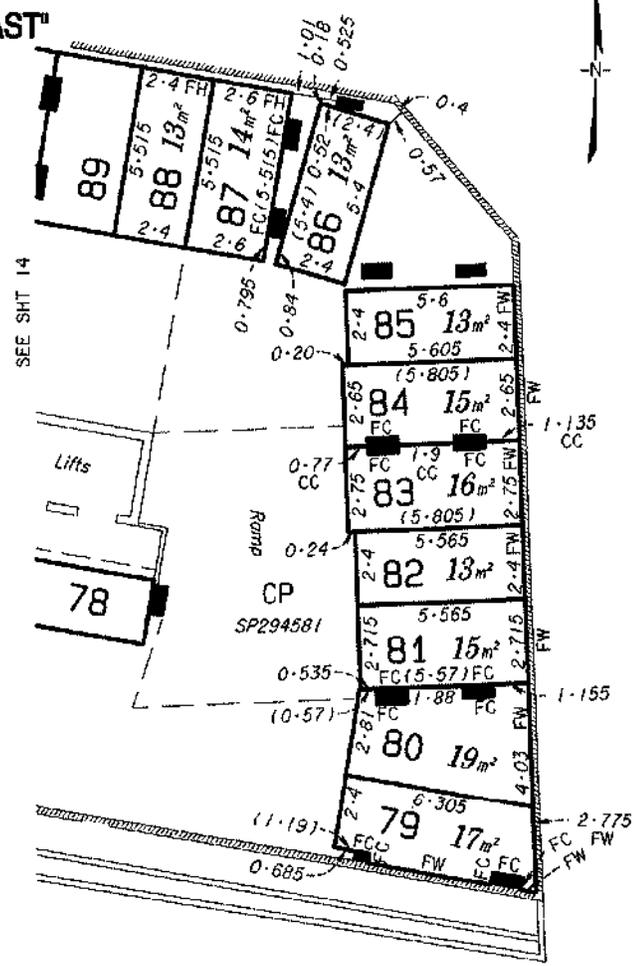


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MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN F
EXCLUSIVE USE PLAN
LEVEL F
"MARINE QUARTER EAST"
CTS

Page 57 of 60

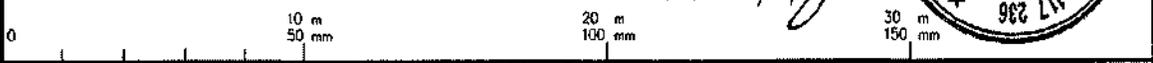


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FW DENOTES FACE OF WALL
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CC DENOTES TO CENTRELINE OF COLUMN
FF DENOTES FACE OF FENCE
■ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
Rev H 01/02/21: New layout
Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 010 117 236 certify that the details shown on this sketch plan are correct.

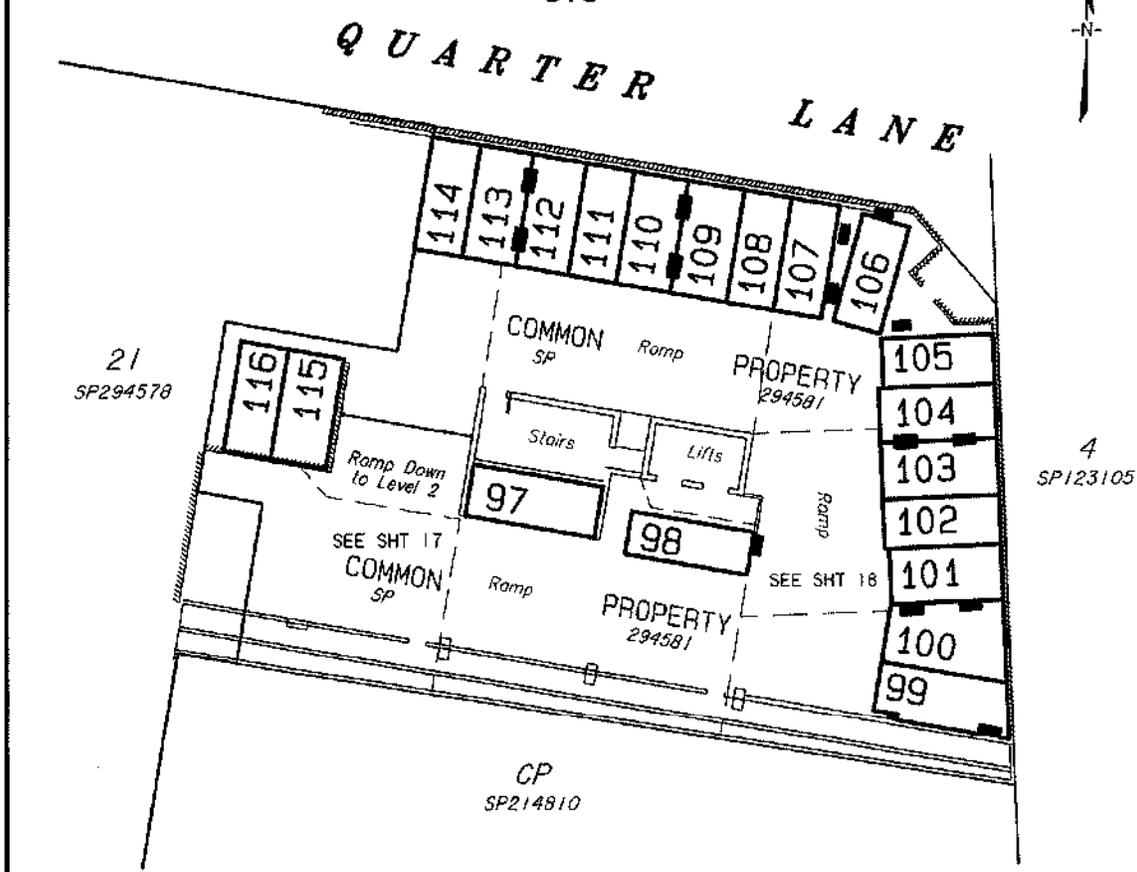
Director: [Signature]
Director: [Signature]
Date: 29/11/2024



<p>PLAN FOR EXCLUSIVE USE PURPOSES OVER PART OF THE COMMON PROPERTY ON SP294581 ON LEVEL F (LEVEL 2) OF "MARINE QUARTER EAST" CTS</p>					<p>B & P SURVEYS CONSULTING SURVEYORS ABN 55010117236</p> <p>10 Nerang Street Nerang, QLD, 4211, Australia Telephone: 07 5596 0370 Fax: 07 5502 0374 Email: nerang@bpsurveys.com.au Webpage: www.bpsurveys.com.au</p> <p>Offices Also At: Tweed Heads Ph. 07 5536 3611</p>					<p>A QUALITY ASSURED COMPANY</p> <p>Murwillumbah Ph. 02 6672 1924</p>				
<p>Locality: SOUTHPORT Local Government: Gold Coast City</p>					<p>J: \42300-\42394\DWGS\22239Di.pro</p>									
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MARINE QUARTER EAST COMMUNITY TITLES SCHEME

PLAN G
EXCLUSIVE USE PLAN
LEVEL G
"MARINE QUARTER EAST"
CTS

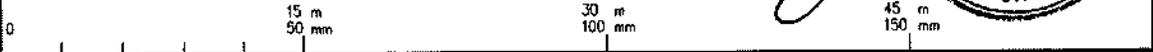
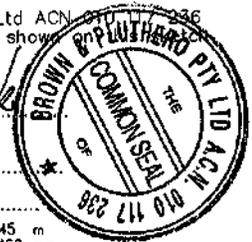


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- CC DENOTES TO CENTRE LINE OF COLUMN
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- █ DENOTES CONCRETE COLUMN

Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 117 236
 certify that the details shown on this
 plan are correct.

Director: [Signature]
 Director: [Signature]
 Date: 29/11/2024



PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL G (LEVEL 3)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality : SOUTHPORT Local Government : Gold Coast City

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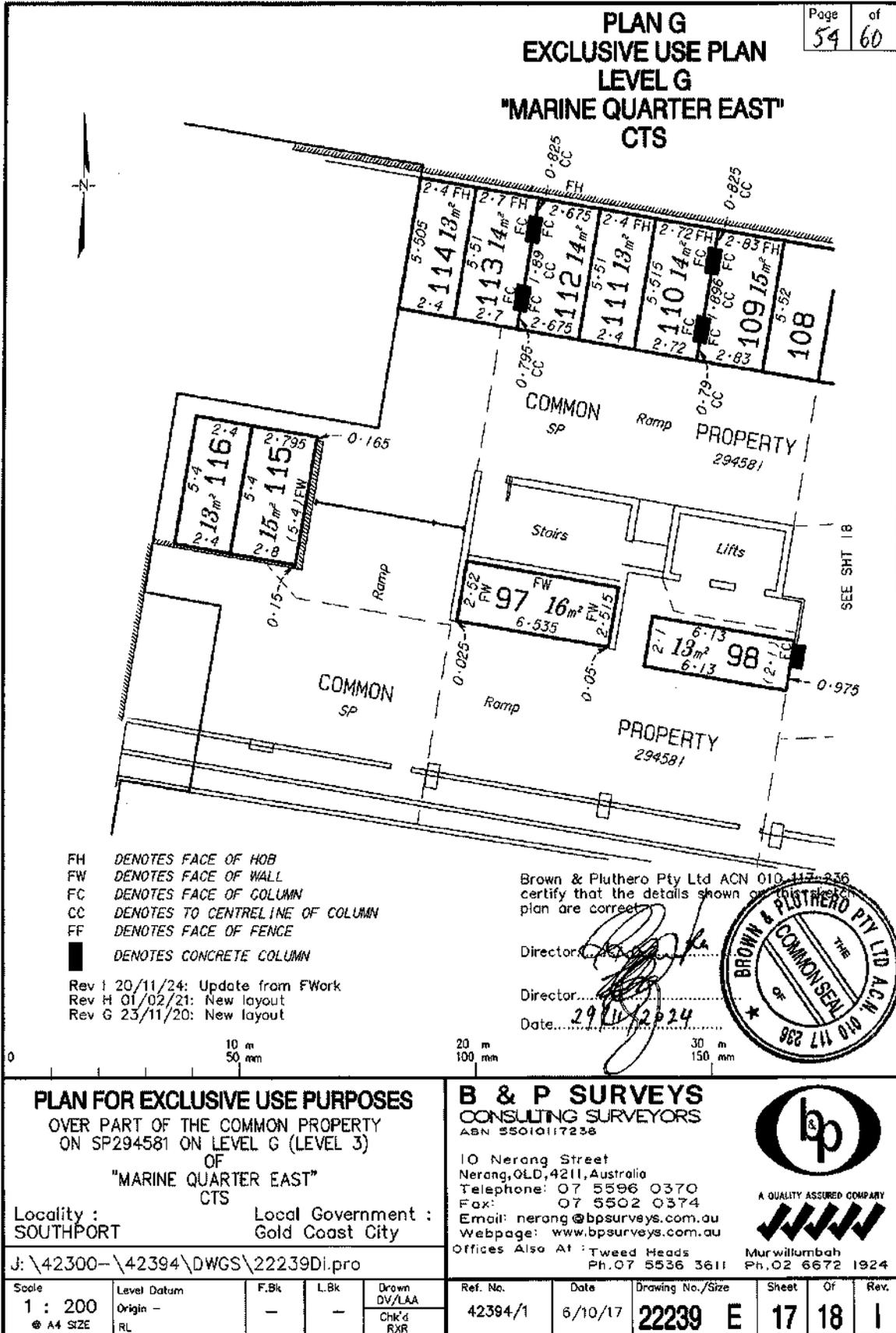
B & P SURVEYS
 CONSULTING SURVEYORS
 ABN 55010117236

10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
 Email: nerang@bpsurveys.com.au
 Webpage: www.bpsurveys.com.au

Offices Also At: Tweed Heads Ph. 07 5536 3611 Murwillumbah Ph. 02 6672 1924

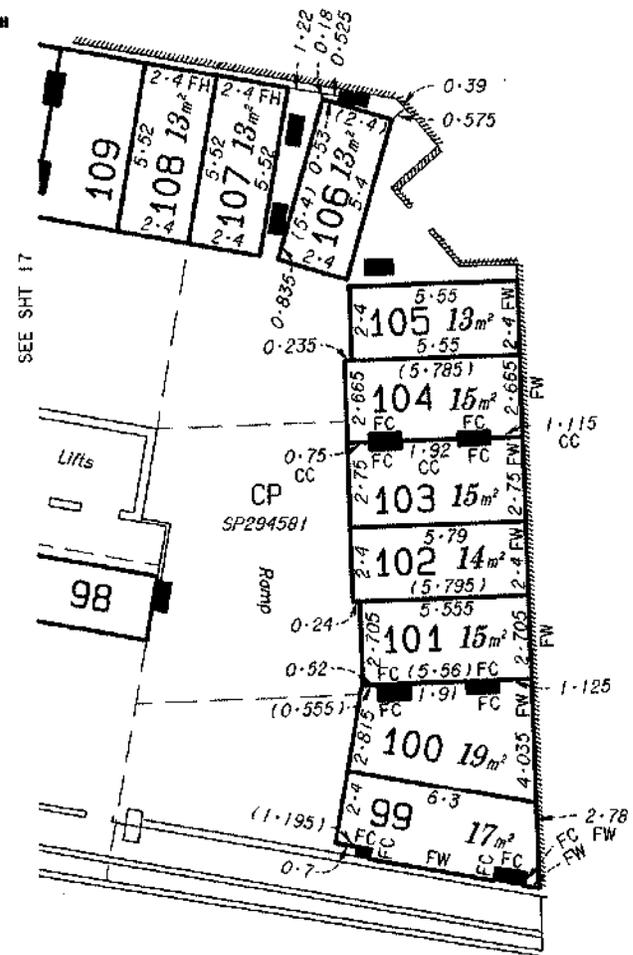
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MARINE QUARTER EAST COMMUNITY TITLES SCHEME



MARINE QUARTER EAST COMMUNITY FILES SCHEME

**PLAN G
EXCLUSIVE USE PLAN
LEVEL G
"MARINE QUARTER EAST"
CTS**

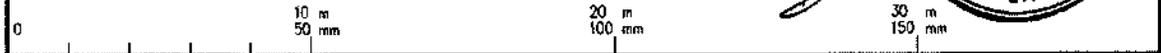


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Rev I 20/11/24: Update from FWork
 Rev H 01/02/21: New layout
 Rev G 23/11/20: New layout

Brown & Pluthero Pty Ltd ACN 117 236
 certify that the details shown on this plan are correct.

Director: *[Signature]*
 Director: *[Signature]*
 Date: 29/4/2024



PLAN FOR EXCLUSIVE USE PURPOSES
 OVER PART OF THE COMMON PROPERTY
 ON SP294581 ON LEVEL G (LEVEL 3)
 OF
 "MARINE QUARTER EAST"
 CTS

Locality : SOUTHPORT Local Government : Gold Coast City

B & P SURVEYS
 CONSULTING SURVEYORS
 ABN 55010117236

10 Nerang Street
 Nerang, QLD, 4211, Australia
 Telephone: 07 5596 0370
 Fax: 07 5502 0374
 Email: nerang@bpsurveys.com.au
 Webpage: www.bpsurveys.com.au

Offices Also At : Tweed Heads Murwillumbah
 Ph.07 5538 3611 Ph.02 6672 1924

J: \42300-\42394\DWGS\22239DI.pro					Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
Scale 1 : 200 A4 SIZE	Level Datum Origin - RL	F.Bk -	L.Bk -	Drawn DV/LAA CHK'd RXR	42394/1	6/10/17	22239 E	18	18	1

Title Reference TO ISSUE

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: First CMS

Name of authorised person or solicitor: Dominic Ierna

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes
Wilson Lawyers

Item/s being altered or corrected:

Page numbering

Details of alteration or minor correction:

On pages 33, 35, 37 – 41 and 43 – 60, insert the page number of 60 pages and also insert the words "MARINE
QUARTER EAST COMMUNITY TITLES SCHEME" on each of those pages

Party represented (where signed by solicitor): ORIGINAL OWNER

Dominic Lucas Ierna

Solicitor


.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

Title Reference [TO ISSUE]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: First CMS

Name of authorised person or solicitor: Dominic Ierna

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes Wilson Lawyers

Item/s being altered or corrected:

Item 5 – Name and address of original owner
Item 8 – Execution by original owner

Details of alteration or minor correction:

Item 5 – strike through the words "as" and "for Marine Quarter Southport Unit Trust" and after the word "trustee" insert "UNDER INSTRUMENT 720657820"

Item 8 – strike through the words "as trustee for Marine Quarter Southport Unit Trust" and insert "TRUSTEE UNDER INSTRUMENT 720657820"

Party represented (where signed by solicitor): Original Owner



Dominic Lucas Ierna
Solicitor

.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

QUEENSLAND TITLES REGISTRY
Body Corporate and Community Management Act 1997

FORM 18C Version 1
Page 1 of 1

1. Name of community titles scheme

MARINE QUARTER ~~STAGE~~ EAST CTS 2LI

2. Reference to survey plan to be lodged with statement (if applicable)

SP294581

3. Planning body community management statement notation

Angela Clare Davis
Authorising Officer



signed

name and designation

COUNCIL OF THE CITY OF GOLD COAST

name of planning body

Planning Body Reference Number: SUR/2024/292

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

Title Reference [TO ISSUE]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 18C

Name of authorised person or solicitor: Dominic Ierna

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes Wilson Lawyers

Item/s being altered or corrected: Item 1 – Name of community titles scheme

Details of alteration or minor correction:

Strike through the words "STAGE 1" and insert the words "EAST CTS"

Party represented (where signed by solicitor): Planning Body (Gold Coast City Council)


Dominic Lucas Ierna
Solicitor
.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

Title Reference TO ISSUE

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: FORM 14 – GENERAL REQUEST

Name of authorised person or solicitor: Dominic Ierna

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes
Wilson Lawyers

Item/s being altered or corrected: Item 2 – Lot on Plan Description

Details of alteration or minor correction:

Strike through the following:

LOT 13 ON SP 200777 and Title Reference 50672068
LOT 100 ON SP 313796 and Title Reference 51283820
LOT 101 ON SP 313706 and Title Reference 51283821

insert "LOT 20 ON SP 294578" and the words "TO ISSUE"

Party represented (where signed by solicitor): Registered Proprietor



Dominic Lucas Ierna
Solicitor

.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

Scheme Name: MARINE QUARTER EAST COMMUNITY TITLES SCHEME 57096

Body Corp. Addr: SSKB
10 FRIGO COURT
BUNDALL QLD
4217

COMMUNITY MANAGEMENT STATEMENT No: 57096

Title	Lot	Plan
51369753	CP	SP 294581
51369754	1001	SP 294581
51369755	1051	SP 294581
51369756	1052	SP 294581
51369757	1053	SP 294581
51369758	1054	SP 294581
51369759	1055	SP 294581
51369760	1061	SP 294581
51369761	1062	SP 294581
51369762	1063	SP 294581
51369763	1064	SP 294581
51369764	1065	SP 294581
51369765	1071	SP 294581
51369766	1072	SP 294581
51369767	1073	SP 294581
51369768	1074	SP 294581
51369769	1075	SP 294581
51369770	1081	SP 294581
51369771	1082	SP 294581
51369772	1083	SP 294581
51369773	1084	SP 294581
51369774	1085	SP 294581
51369775	1091	SP 294581
51369776	1092	SP 294581
51369777	1093	SP 294581
51369778	1094	SP 294581
51369779	1095	SP 294581
51369780	1101	SP 294581
51369781	1102	SP 294581
51369782	1103	SP 294581
51369783	1104	SP 294581
51369784	1105	SP 294581
51369785	1111	SP 294581
51369786	1112	SP 294581
51369787	1113	SP 294581
51369788	1114	SP 294581
51369789	1115	SP 294581
51369790	1121	SP 294581
51369791	1122	SP 294581
51369792	1123	SP 294581
51369793	1124	SP 294581
51369794	1125	SP 294581
51369795	1131	SP 294581

08/10/2025 11:57

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 53635524

Title	Lot	Plan
51369796	1132	SP 294581
51369797	1133	SP 294581
51369798	1134	SP 294581
51369799	1135	SP 294581
51369800	1141	SP 294581
51369801	1142	SP 294581
51369802	1143	SP 294581
51369803	1144	SP 294581
51369804	1145	SP 294581
51369805	1151	SP 294581
51369806	1152	SP 294581
51369807	1153	SP 294581
51369808	1154	SP 294581
51369809	1155	SP 294581
51369810	1161	SP 294581
51369811	1162	SP 294581
51369812	1163	SP 294581
51369813	1164	SP 294581
51369814	1171	SP 294581
51369815	1172	SP 294581
51369816	1173	SP 294581
51369817	1174	SP 294581
51369818	1181	SP 294581
51369819	1182	SP 294581
51369820	1183	SP 294581
51369821	1184	SP 294581
51369822	1191	SP 294581
51369823	1192	SP 294581
51369824	1193	SP 294581
51369825	1194	SP 294581
51369826	1201	SP 294581
51369827	1202	SP 294581
51369828	1203	SP 294581
51369829	1204	SP 294581
51369830	1211	SP 294581
51369831	1212	SP 294581
51369832	1213	SP 294581
51369833	1214	SP 294581
51369834	1221	SP 294581
51369835	1222	SP 294581
51369836	1223	SP 294581
51369837	1224	SP 294581
51369838	1231	SP 294581
51369839	1232	SP 294581
51369840	1233	SP 294581
51369841	1234	SP 294581
51369842	1241	SP 294581
51369843	1242	SP 294581
51369844	1243	SP 294581
51369845	1244	SP 294581
51369846	1251	SP 294581

08/10/2025 11:57
Request No: 53635524

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Title	Lot	Plan
51369847	1252	SP 294581
51369848	1253	SP 294581
51369849	1254	SP 294581
51369850	1261	SP 294581
51369851	1262	SP 294581
51369852	1263	SP 294581
51369853	1264	SP 294581
51369854	1271	SP 294581
51369855	1272	SP 294581
51369856	1273	SP 294581
51369857	1281	SP 294581
51369858	1282	SP 294581
51369859	1283	SP 294581

COMMUNITY MANAGEMENT STATEMENT Dealing No: 723731244

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

15 August 2025

MARINE QUARTER EAST CTS 57096
Registered for GST

ABN: 55 912 492 213

Tax Invoice

McInnes Wilson Lawyers
hwoodward@mcw.com.au

Ref FORM 33
Re Lot 1283 MARINE QUARTER EAST CTS 57096
Fee 114.10 Paid
Above Fee includes GST

Please find enclosed Form 33 - Body Corporate Certificate as requested pursuant to Section 205 of the Body Corporate and Community Management Act 1997.

This Certificate does not include the 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.

Could the parties attending to settlement ensure that all outstanding levies are adjusted at settlement and forwarded to SSKB urgently together with the prescribed Form advising of the transfer details to ensure the owner's information is recorded in the body corporate records and they are not disadvantaged by loss of discount and/or interest charges.

Please ensure settlement payments are done via the following:

Biller Code: 74625
Account Number: 973935064

A search of the Body Corporate records should also be carried out to determine if a general meeting has been held or is due to be held which may affect the information provided.

Yours faithfully,
SSKB

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 15/08/2025

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

MARINE QUARTER EAST

CTS No. **57096**

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: **Ann-Kathrin Keller**

Company: **SSKB**

Phone: **07 5504 2000**

Email: **sskb@sskb.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: **1283**

Plan type and number: **294581**

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?

No

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:

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
13/12/24	REFER CMS	REFER CMS

Lot entitlements and financial information

Lot entitlementments

Lot entitlementments 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 entitlementments – a contribution schedule of lot entitlementments and an interest schedule of lot entitlementments, outlining the entitlementments for each lot in the scheme. The contribution schedule lot entitlementment 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 entitlementment 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 entitlementments and therefore may pay different contributions to the body corporate’s expenses.

You should consider the lot entitlementments for the lot compared to the lot entitlementments for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlementment for the lot: **130.00**

Total contribution schedule lot entitlementments for all lots: **9,985.00**

Interest schedule

Interest schedule lot entitlementment for the lot: **355.00**

Total interest schedule lot entitlementments for all lots: **10,003.00**

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**1283**for the current financial year: \$ **\$4,482.40**

Number of instalments: **3** (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
10/02/25	1,118.00	1,118.00	
01/04/25	1,682.20	1,682.20	
01/08/25	1,682.20	1,682.20	
01/12/25	1,678.30	1,678.30	
		Amount overdue	\$4,482.40
		Amount Unpaid including amounts billed not yet due	\$4,482.40

Sinking fund contributions

Total amount of contributions (before any discount) for lot**1283**for the current financial year: \$ **\$1,475.50**

Number of instalments: **3** (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
10/02/25	367.90	367.90	
01/04/25	553.80	553.80	
01/08/25	553.80	553.80	
01/12/25	552.50	552.50	
		Amount overdue	\$1,475.50
		Amount Unpaid including amounts billed not yet due	\$1,475.50

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): %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
		Amount overdue	Nil
		Amount Unpaid including amounts billed not yet due	\$0.00

Special contributions - Sinking 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): %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**Amount Unpaid including amounts billed not yet due **Nil****Other contributions**

	Due date	Amount due	Amount due if discount applied	Paid
Insurance	10/02/25	507.65	507.65	
Insurance	01/04/25	766.80	766.80	
Insurance	01/08/25	766.80	766.80	
Insurance	01/12/25	763.25	763.25	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	\$5,957.90
Special contributions	Nil
Other contributions	\$2,041.25
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$7,999.15)	\$7,999.15

(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 - last sinking fund report: 21/06/24

Current sinking fund balance (as at date of certificate): \$ 103,027.04

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
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Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
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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	04GS018800	72,000,000.00	47,777.15	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
PUBLIC LIABILITY CHUBB	04GS018800	20,000,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
OFFICE BEARERS CHUBB	04GS018800	5,000,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
COMMON AREA CONTENTS CHUBB	04GS018800	720,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
VOLUNTARY WORKERS CHUBB	04GS018800	200,000/2,000	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
MACHINERY BREAKDOWN CHUBB	04GS018800	25,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
FIDELITY GUARANTEE CHUBB	04GS018800	100,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
BUILD CATASTROPHE/EM CHUBB	04GS018800	10,908,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
LOSS OF RENT CHUBB	04GS018800	10,800,000.00	Included	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au
STAMP DUTY/GST/OTHER CHUBB	04GS018800	0.00	15,007.65	13/12/25	2500 All Claims + As Per Policy Wording claims@collectiveib.com.au

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: Marine Quarter Management Pty Ltd

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: Marine Quarter Management Pty Ltd

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

Yes

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 SSKB

Positions/s held Body Corporate Manager

Date 15/08/2025

Signature/s _____



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

MARINE QUARTER EAST CTS 57096

Administration							
Contractor Name and Address SSKB (Gold Coast) Pty Ltd 10 Frigo Crt BUNDALL QLD 4217		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$125 Sec Fee per lot per annum plus Disbursements \$50 per lot per annum plus GST payable quarterly in advance	
Commencement Date	17/12/24	Expiry Date	16/12/27	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address ATLAN Stormwater 100 Silverwater Road Silverwater NSW 2128		Details of Duties Monitoring and servicing of the ATLAN Filters.		Delegated Powers		Basis of Remuneration \$4,162.00 pa + GST	
Commencement Date	08/11/24	Expiry Date	08/11/34	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address SSKB (Gold Coast) Pty Ltd 10 Frigo Crt BUNDALL QLD 4217		Details of Duties Strata Management		Delegated Powers Secretary/Treasurer		Basis of Remuneration \$3,000.00 pa + GST	
Commencement Date	17/12/24	Expiry Date	16/12/27	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options	N		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Caretaker							
Contractor Name and Address Marine Quarter Management Pty Ltd Level 22, 110 Mary Street Brisbane City QLD 4000		Details of Duties Duties as per the Caretaking Agreement		Delegated Powers		Basis of Remuneration \$1,500.00 (Incl GST) per lot pa Payable Monthly in arrears, \$1 per lot p.a + GST for BMS	
Commencement Date	17/12/24	Expiry Date	16/12/49	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Letting							
Contractor Name and Address Marine Quarter Management Pty Ltd Level 22, 110 Mary Street Brisbane City QLD 4000		Details of Duties Duties as per the Letting Agreement		Delegated Powers Letting Agent		Basis of Remuneration .	
Commencement Date	17/12/24	Expiry Date	16/12/49	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

MARINE QUARTER EAST CTS 57096

Embedded Network							
Contractor Name and Address SUPA Energy Pty Limited Level 4, 101 Moray Street South Melbourne VIC 3205	Details of Duties Electricity & hot water supply			Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	24/06/25	Expiry Date	23/06/35	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001	Details of Duties			Delegated Powers		Basis of Remuneration	
Commencement Date	01/07/25	Expiry Date	30/06/26	Copy of Agreement on File		Termination Date	
Term of Contract	Policy:WSM250144704			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address GC Pest Control	Details of Duties Pest Control			Delegated Powers		Basis of Remuneration \$565 per treatment (6 Monthly)	
Commencement Date	17/03/25	Expiry Date	17/09/25	Copy of Agreement on File	Y	Termination Date	
Term of Contract	6 Months			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Security							
Contractor Name and Address Australian Security Company Pty Ltd P.O. Box 626 Southport QLD 4215	Details of Duties Mobile Patrols			Delegated Powers		Basis of Remuneration \$985.00 + GST per Month	
Commencement Date	06/03/25	Expiry Date	05/03/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	12 Months			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Well Hung Doors Australia Pty Ltd 23 Robinsons Rd, Piggabeen NSW 2486	Details of Duties Door Maintenance			Delegated Powers		Basis of Remuneration \$616.00	
Commencement Date	17/04/25	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

MARINE QUARTER EAST CTS 57096

Maintenance							
Contractor Name and Address PuraAir Australia Pty Ltd PO Box 2055 Ascot QLD 4007	Details of Duties Waste Bin/Chute Cleaning			Delegated Powers		Basis of Remuneration Aud 385.00 incl GST	
Commencement Date	06/12/24	Expiry Date	05/12/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	24 Months			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address FVS Fire Pty LTD 69 Commercial Drive, Shailer Park, QLD 4128	Details of Duties Fire Safety Installation Routine Servicing			Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	17/03/25	Expiry Date	16/03/28	Copy of Agreement on File	Y	Termination Date	
Term of Contract	36 Months			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address	Details of Duties			Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address	Details of Duties			Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address	Details of Duties			Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

SCHEDULE C	BY-LAWS
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IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

1 Interpretation

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires:-

"Act" means the *Body Corporate and Community Management Act 1997(as amended)*;

"Adjoining Lot" means Lot 21 on SP 294578 or any lot/s derived from this lot;

"Associate" has the same meaning as in the Act;

"Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Building Management Group" means the building management group appointed under the Building Management Statement.

"Building Management Statement" means building management statement [TBA] and any other building management statement to be registered that affects the Scheme Land;

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the common property

"Caretaker's Unit" means the Unit nominated from time to time, in accordance with By-law 32, by the Caretaker;

"Committee" means the committee of the Body Corporate elected in accordance with the Act;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Marine Quarter West Development" means the balance development on the Adjoining Lot or any lots derived from that lot.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"MMP" means the Atfan Stormwater Quality Treatment Device Maintenance Agreement contained in Annexure C.

"Original Owner" means Marine Quarter Southport Pty Ltd ACN 620 055 067 as trustee for Marine Quarter Southport Unit Trust together with its successors and assigns;

"Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Marine Quarter East Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

2 Noise

2.1 A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using common property.

2.2 Subject to clause 2.4, an owner must ensure:

2.2.1 The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;

- 2.2.2 No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
 - 2.2.3 No musical instrument is played in the Lot between 10.00 pm and 8.00 am; and
 - 2.2.4 Any Invitee departing the Lot after 11.00 pm leaves quietly.
- 2.3 In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

3 Acoustics

- 3.1 A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-
 - 3.1.1 remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or
 - 3.1.2 interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.
- 3.2 When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-
 - 3.2.1 the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;
 - 3.2.2 all costs associated with the work are to be met by the Member of the Lot;
 - 3.2.3 any common property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;
 - 3.2.4 the owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation or removal;
 - 3.2.5 the owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;
 - 3.2.6 the Body Corporate costs in providing the approval are to be met by the owner of the Lot;
 - 3.2.7 upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
 - 3.2.8 the Member of the Lot's contractor must park in the Member's allotted car space; and
 - 3.2.9 hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

4 Behaviour of invitees

- 4.1 A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using common property.
- 4.2 A Member must not, without the Body Corporate's written approval:
- 4.2.1 Ride a bicycle, skateboard, scooter, or rollerblades on the common property; or
- 4.2.2 Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the common property.

5 Auction Sales

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

6 Vehicles

- 6.1 Vehicles must be driven at a safe speed and in a safe manner.
- 6.2 The occupier of a lot must not, without the body corporate's written approval:
- 6.2.1 Park a vehicle, or allow a vehicle to stand, on the common property, or
- 6.2.2 Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 6.3 An approval under clause 6.2 must state the period for which it is given, with the exception of designated visitor parking.
- 6.4 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

7 Use of Car Park

- 7.1 Any motor vehicle or other vehicle on the car parking areas in the common property must be kept in a roadworthy condition. Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any car park or car parking areas. The Caretaker will have the right at all times to enter any car park for the purpose of removing any spilt oil or other fluids and the Member responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- 7.2 The car parking areas in the common property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.3 Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the car parking areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.

- 7.4 A lot owner or occupier shall ensure that its invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 7.5 The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the common property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.
- 7.6 The Body Corporate must maintain the car parking areas exclusively for the ancillary use of the Scheme. Parking is not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the Building advertising the availability of car parking to the general public.

8 Obstruction

A Member shall not obstruct lawful use of common property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the common property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

9 Structural Alterations and Additions

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

10 No additions Car parking Area

No Member shall erect or cause or allow to be erected on any car parking area or on the common area property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

11 No Erections on Lot or Common Property

A Member shall not erect, construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on common property without the approval in writing of the Body Corporate.

12 Windows

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

13 Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

14 Appearance of building

Subject to by-law 17, a Member shall not except with the consent in writing of the body corporate, hang any article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white backing or lining.

15 Aerials

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

16 Rules for Signs

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

17 Specific Signage

17.1 It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the common property

17.2 The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.

17.3 The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements;

18 Damage to gardens, etc. on common property

A Member shall not:-

18.1 damage any garden, tree, shrub, plant or flower being part of or situated upon common property; or

18.2 except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the common property.

19 Damage to common property

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

20 Depositing rubbish etc. on common property

A Member shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

21 Garbage

A Member shall:-

- 21.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his common property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage;
- 21.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 21.3 Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and
- 21.4 Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

22 Keeping of Animals

22.1 Subject to section 181 of the Act, a Member may keep an animal on a Lot with the prior approval of the Committee. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot. .

22.2 For the purpose of this by-law, "animal" includes without limitation, dogs, cats, fish and birds.

22.3 By-law 22.1 is subject to the following conditions:-

- 22.3.1 Each Member is liable to all other Members for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member
- 22.3.2 The animal must be restricted to the Member's Lot and any area set aside for the exclusive use of that Lot.
- 22.3.3 The animal must be properly restrained or controlled at all times
- 22.3.4 Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member
- 22.3.5 If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

23 Keeping Lots Clean

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

24 Maintenance of Outdoor Areas of Lots

24.1 The Body Corporate will maintain all landscaped areas and gardens (except planter box areas) in the Scheme to the extent that such area forms part of a Member's Lot or an exclusive use area allocated to a Member's Lot. The Body Corporate has the power to engage the Manager to maintain such areas. Any garden, balcony and/or patio must be maintained to the same standard as the common property.

24.2 An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

25 Washing Motor Vehicles

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

26 Not to Litter

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

27 Notification of Infectious Disease

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given, written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28 Not to use Chemicals

A Member shall not use or store upon this Lot or upon the common property any flammable chemicals, fluids, or gas or other material in any way cause or increase a risk of fire or explosion in his Lot.

29 Doors and Windows to be Fastened

All doors and windows to any buildings on lots shall be securely fastened on all occasions when the buildings are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

30 Security System

30.1 The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.

- 30.2 A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
- (a) the security system not working or not working properly or as well as it could work; or
 - (b) somebody making an unauthorised entry of the Land.
- 30.4 If the Body Corporate restricts the access of Members to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or operating systems as it determines available to members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5 A Member to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the Body Corporate upon that person ceasing to be an occupier.
- 30.6 A Member into whose possession any key or operating system has come must not without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7 A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

31 Storage Areas and Common Toilets

The Body Corporate may give control of any storage areas and common toilets under its control to any manager or caretaker appointed by it on such terms and conditions as the Body Corporate thinks fit.

32 Use of Lots

- 32.1 If:
- (1) there is a caretaking service contractor and letting agent for the scheme, then they together are the Caretaker; or
 - (2) there is no caretaking service contractor for the scheme, but there is a letting agent for the scheme then the letting agent (for the purposes of this by-law) is the Caretaker.
- 32.2 If there is a Caretaker for the scheme, then the Caretaker may from time to time notify the Body Corporate that a particular lot is the Caretaker's Unit.
- (1) The Caretaker's Unit may be any lot in the scheme, provided that:
 - (a) it is owned by the Caretaker or an Associate of the Caretaker; and
 - (b) the Caretaker has the right to use and occupy the Caretaker's Unit.

- (2) The Caretaker's Unit once notified to the Body Corporate, remains the Caretakers Unit, unless and until the Caretaker notifies the Body Corporate of a different Caretaker's Unit.
- 32.3 Units may only be used for residential purposes, except for the Caretaker's Unit.
- 32.4 The Caretaker's Unit may be used for either or both of:
 - (1) Residential purposes; and
 - (2) The business/s of the Caretaker.
- 32.5 Without the prior express written consent of the Caretaker, no part of the scheme land may be used by any person for the purpose of obstructing, interfering with or conducting a business from the scheme land which competes with, the:
 - (1) Caretaker performing duties for, or providing services to:
 - (a) the Body Corporate; or
 - (b) any owner and/or occupier; or
 - (2) Business/s of the Caretaker.

33 Building Management Statement

- 33.1 The occupier of a lot must comply with the Building Management Statement (or multiple Building Management Statements) and any rules or standards or codes imposed by the relevant Building Management Group.
- 33.2 The Group must appoint one representative to represent and vote for its interest at meetings of the relevant Building Management Group. If no representative has been appointed by the Group, then the representative shall be the Chairperson of the Body Corporate as appointed from time to time.
- 33.3 Nothing in these by-laws give the occupier of a Lot consent to do anything which is prohibited or regulated by the Building Management Statement or object to the Building Management Statement or anything done by the Building Management Group.
- 33.4 A consent under these by-laws does not relieve then occupier of a Lot from obligations to obtain necessary consents under the Building Management Statement.
- 33.5 If there is an inconsistency between a by-law and the Building Management Statement, the Body Corporate must amend the inconsistent by-law to make it consistent with the Building Management Statement.
- 33.6 Each Owner and occupier agrees not to object to any application to a government authority or other regulatory body for an approval or a permit in respect of the use of a Lot governed by the Building Management Statement, or to any lawful use of any other Lot governed by the Building Management Statement, including any use of premises within a Lot for a Tavern, restaurants and/or bars and any reasonable noise created as a result of that use.
- 33.7 The Body Corporate may add, change or cancel a by-law only if:
 - (a) it complies with any provision in the Building Management Statement in regard to adding, changing or cancelling the by-law;

- (b) it consults with the Building Management Group before making the addition, change or cancellation; and
- (c) the addition, change or cancellation does not conflict with the Building Management Statement.

33.8 If the Body Corporate agrees to amend the Building Management Statement, an Owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amended Building Management Statement.

34 Notice of Defects

A Member shall give the Committee prompt notice of any accident to or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.

35 Rights of Committee to Inspect Lots

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

36 Costs

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

36.1 the whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;

36.2 such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

37 Committee May Recover Moneys Expended

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge

such money to the Member's account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

38 Observation of Duty

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

39 Supply of Services

- 39.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:
- 39.1.1 Establish and maintain a system for the supply of Services ("System") for the Scheme;
and
 - 39.1.2 As an on-supplier:
 - 39.1.2.1 purchase the Services from a primary supplier; and
 - 39.1.2.2 on-supply the Services to
 - 39.1.2.2.1 the Body Corporate for the Scheme; and/or
 - 39.1.2.2.2 Members of Lots in the Scheme(collectively called "Receivers").
- 39.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
- 39.2.1 the supply of Services to the Body Corporate by primary supplier;
 - 39.2.2 the on-supply of the Services to Receivers;
 - 39.2.3 service Infrastructure used in connection with the System;
- including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.
- 39.3 The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.
- 39.4 If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.
- 39.5 If the Body Corporate operates and maintains a System under this by-law, it may:

- 39.5.1 enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:
- 39.5.1.1 supply;
 - 39.5.1.2 installation and connection to the system;
 - 39.5.1.3 servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - 39.5.1.4 disconnection and reconnection fees;
 - 39.5.1.5 advance payments or security deposits to be provided in connection with the supply through the System;
- 39.5.2 Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
- 39.5.3 Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;
- 39.5.4 Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
- 39.5.4.1 recover any unpaid amount as a liquidated debt;
 - 39.5.4.2 recover interest on any unpaid account;
 - 39.5.4.3 disconnect the supply of the Service to the relevant Receiver;
 - 39.5.4.4 charge a reconnection fee to restore the supply of the Service to that Receiver;
 - 39.5.4.5 increase the advance payment or security deposit for supply to the relevant Receiver.
- 39.5.5 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 39.5.6 The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.
- 39.5.7 Each Member must:
- 39.5.7.1 allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;

- 39.5.7.2 comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;
- 39.5.7.3 maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.
- 39.5.8 Nothing in this by-law obliges a Receiver to purchase any Service from the Body Corporate or limits or restricts the rights to any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

40 Pay Television

The Body Corporate will allow a pay television supplier to install equipment on the common property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

41 Use of Services

41.1 All Members must:

- 41.1.1 observe all Requirements in the use of the Services;
- 41.1.2 not use the Services for any purposes other than the purposes for which they were constructed;
- 41.1.3 not overload any Services or Service Infrastructure; and
- 41.1.4 not waste water and ensure that all water taps in the Lot are turned off when not in use.

42 Communication Equipment

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

- 42.1 allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and
- 42.2 provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

43 Air Conditioning

- 43.1 An owner or occupier shall be responsible for maintaining any air conditioning equipment servicing its Lot. An owner or occupier may with the Body Corporate's prior written consent install and maintain air conditioning equipment to service an owner or occupier's lot which shall be on such parts of the common property for the Scheme as approved by the Body Corporate. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.

43.2 The Body Corporate will permit the owner or occupier from time to time to access the air conditioning equipment area servicing its Lot for the purposes of maintaining and replacing the air conditioning equipment at reasonable times upon reasonable notice (except in the case of emergency in which event no notice shall be required).

44 Contractors

No Member will give any directions or instructions to Body Corporate contractors.

45 Exclusive Use Allocations

(A) Car parks

- 45.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a car parking space as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan.
- 45.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a car space which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 45.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 45.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 45.4.1 must only use the exclusive use area for the purposes for which they are designed;
 - 45.4.2 must not create a nuisance;
 - 45.4.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
 - 45.4.4 may not enclose the area without the prior written consent of the Committee.
- 45.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the common property, the Lots or an adjoining Lot.
- 45.6 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

(B) Storage Cage

- 45.7 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a storage cage as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan .

- 45.8 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a storage cage which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 45.9 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 45.10 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 45.10.1 must only use the exclusive use area for the purposes for which they are designed;
 - 45.10.2 must not create a nuisance; and
 - 45.10.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act.
- 45.11 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the common property, the Lots or an adjoining Lot.
- 45.12 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

46 Occupation Rights - Caretaker/Letting Agent

- 46.1 For so long as there is in existence an agreement with the Caretaker to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-
- 46.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;
 - 46.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and
 - 46.1.3 the Caretaker will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides pursuant to the Letting Agreement in accordance with By-Law 17.
- 46.2 The Caretaker shall have an occupation authority to use all that part of the Common Property marked "OA1" and identified on plan marked "Occupational Authority Plan" for the purpose of carrying on the business of caretaking and letting of lots and ancillary on behalf of the Lot Owners. The use of Area "OA1" shall be a shared use for the similar business activities in common with any Caretaker appointed by the Bodies Corporate for other Community Titles Schemes of the Marine Quarter West Development for the business of the letting of lots and ancillary activities for lot owners in their respective schemes and as provided for in the Building Management Statement.

47 Use of Facilities

Members may use the communal facilities and associated equipment ("**the Facilities**") subject to the following rules which will where applicable apply to all guests or invitees of the Members:-

- 47.1 the Facilities will not be used by guests or invitees unless accompanied by a Member;
- 47.2 children below the age of 13 years will at all times be accompanied by an adult Member exercising effective control over them;
- 47.3 a Member and his guests or invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by any other person;
- 47.4 food, glass, breakable items and pets must not be brought onto the pool and pool deck area;
- 47.5 after the Facilities are used, they are to be left in a clean and tidy state and available to the next users (failing which the Member may be levied with a cleaning cost);
- 47.6 the Facilities may not be defaced, damaged or removed;
- 47.7 the Body Corporate or the Manager may operate a reservation system for the Facilities with which the Members will comply;
- 47.8 the Facilities may only be used between the hours determined by the Committee from time to time unless arranged otherwise with the Body Corporate of the Caretaker;

48 Display Unit and Sales Office

- 48.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot or lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any lot to inspect the lot and to negotiate a proposed purchase of letting and, notwithstanding these by laws, to conduct any auction or sales activity for such lot or lots.
- 48.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:
 - (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and
 - (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

49 Development Approval Condition

- 49.1 The Body Corporate and Occupiers must comply with all requirements of the development approval obtained by the Original Owner permitting development of the Scheme Land.
- 49.2 **Maintenance of stormwater proprietary treatment devices**
 - (a) The Body Corporate must maintain the MMP.
 - (b) In the case of a failure to achieve the designed pollutant load reduction target during the operational phase of the development, the owner/body corporate must be responsible to replace the proprietary device (e.g. filter cartridges) with an appropriate treatment system in accordance with Council's WSUD guidelines (SC6. 11 City Plan Policy 0 Land development guidelines, Section 4.5.4) at no cost to Council).

50 Construction work

- 50.1 Despite any other By-Laws, the Original Owner and its servants, agents or licensees may, during construction of any part of the Development Lot or other lot/s in the Marine Quarter West Development:
- (a) erect hoardings, fencing and other structures to secure the construction area provide it gives the Body Corporate a plan showing the area that is to be secured. Person must not enter such area without the consent of the developer;
 - (b) otherwise obstruct the use of such part of the common property and assets as is reasonably necessary to complete the construction;
 - (c) damage the common property and assets (if such damage cannot be avoided in order to complete construction) provided that the developer must make good any such damage it causes; and
 - (d) together, with Persons authorised by it, pass over the common property to gain access to and egress from any Lot;
 - (e) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
 - (f) to use the Common Property or other Lots in the Scheme (including the area noted on the hatched section of the level 4 plan attached to the Building Management Statement (**Level 4 Amenities**)) to:
 - (i) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (ii) store building materials, vehicles, cranes, equipment or fill on the Scheme Land,and for the purposes of this by-law, the Body Corporate may, without the authority of a resolution without dissent or special resolution, grant a licence to owners and occupiers of the Marine Quarter West Development to use the Level 4 Amenities.
- 50.2 In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot owners or occupiers, of their Lots and the Common Property.
- 50.3 While any construction or building operations are occurring on the Scheme Land, lot owners and occupiers and invitees to the Scheme Land must comply with reasonable direction of the Original Owner (and Persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

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

Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plans annexed	Purpose
Lot 1051 on SP 294581	112	Car parking
Lot 1052 on SP 294581	54	Car parking
Lot 1053 on SP 294581	94	Car parking
Lot 1054 on SP 294581	106	Car parking
Lot 1055 on SP 294581	43	Car parking
Lot 1062 on SP 294581	32	Car parking
Lot 1063 on SP 294581	52	Car parking
Lot 1064 on SP 294581	86	Car parking
Lot 1065 on SP 294581	14	Car parking
Lot 1071 on SP 294581	108	Car parking
Lot 1072 on SP 294581	60	Car parking
Lot 1073 on SP 294581	174	Car parking
Lot 1074 on SP 294581	111	Car parking
Lot 1075 on SP 294581	1 C1	Car parking Storage Area
Lot 1081 on SP 294581	27	Car parking
Lot 1082 on SP 294581	55	Car parking
Lot 1083 on SP 294581	33	Car parking
Lot 1084 on SP 294581	92	Car parking
Lot 1085 on SP 294581	2	Car parking
Lot 1091 on SP 294581	48	Car parking
Lot 1092 on SP 294581	91	Car parking
Lot 1093 on SP 294581	5	Car parking
Lot 1094 on SP 294581	20	Car parking
Lot 1095 on SP 294581	3	Car parking
Lot 1101 on SP 294581	75	Car parking
Lot 1102 on SP 294581	95	Car parking
Lot 1103 on SP 294581	4	Car parking
Lot 1104 on SP 294581	47	Car parking
Lot 1105 on SP 294581	21	Car parking
Lot 1111 on SP 294581	76	Car parking
Lot 1112 on SP 294581	96	Car parking
Lot 1113 on SP 294581	99	Car parking

Lot 1114 on SP 294581	24	Car parking
Lot 1115 on SP 294581	31	Car parking
	C5	Storage Area
Lot 1121 on SP 294581	29	Car parking
	C3	Storage Area
Lot 1122 on SP 294581	23	Car parking
Lot 1123 on SP 294581	105	Car parking
Lot 1124 on SP 294581	11	Car parking
Lot 1125 on SP 294581	109	Car parking
Lot 1131 on SP 294581	98	Car parking
Lot 1132 on SP 294581	18	Car parking
Lot 1133 on SP 294581	61	Car parking
Lot 1134 on SP 294581	107	Car parking
Lot 1135 on SP 294581	59	Car parking
Lot 1141 on SP 294581	16	Car parking
Lot 1142 on SP 294581	83	Car parking
Lot 1143 on SP 294581	44	Car parking
Lot 1145 on SP 294581	64	Car parking
	C2	Storage Area
Lot 1151 on SP 294581	58	Car parking
Lot 1152 on SP 294581	102	Car parking
Lot 1153 on SP 294581	85	Car parking
Lot 1154 on SP 294581	17	Car parking
Lot 1155 on SP 294581	51	Car parking
Lot 1161 on SP 294581	19	Car parking
Lot 1162 on SP 294581	97	Car parking
Lot 1163 on SP 294581	113, 114	Car parking
Lot 1164 on SP 294581	116	Car parking
Lot 1171 on SP 294581	35	Car parking
Lot 1172 on SP 294581	82	Car parking
Lot 1173 on SP 294581	56, 57	Car parking
Lot 1174 on SP 294581	34	Car parking
Lot 1181 on SP 294581	78	Car parking
Lot 1183 on SP 294581	72, 73	Car parking
Lot 1184 on SP 294581	38	Car parking

Lot 1191 on SP 294581	71	Car parking
Lot 1192 on SP 294581	104	Car parking
Lot 1193 on SP 294581	25, 26	Car parking
Lot 1194 on SP 294581	22	Car parking
Lot 1201 on SP 294581	87	Car parking
Lot 1202 on SP 294581	49	Car parking
Lot 1203 on SP 294581	41, 42	Car parking
Lot 1204 on SP 294581	70	Car parking
Lot 1211 on SP 294581	88	Car parking
Lot 1212 on SP 294581	8	Car parking
Lot 1213 on SP 294581	68, 69	Car parking
Lot 1214 on SP 294581	10	Car parking
Lot 1221 on SP 294581	62	Car parking
Lot 1222 on SP 294581	103	Car parking
Lot 1223 on SP 294581	65, 66	Car parking
Lot 1224 on SP 294581	77	Car parking
Lot 1231 on SP 294581	12	Car parking
Lot 1232 on SP 294581	84	Car parking
Lot 1233 on SP 294581	63, 64	Car parking
	C7	Storage Area
Lot 1234 on SP 294581	115	Car parking
Lot 1241 on SP 294581	13	Car parking
Lot 1242 on SP 294581	101	Car parking
Lot 1243 on SP 294581	6, 7	Car parking
Lot 1244 on SP 294581	39	Car parking
Lot 1251 on SP 294581	74	Car parking
Lot 1252 on SP 294581	30	Car parking
	C4	Storage Area
Lot 1253 on SP 294581	45, 46	Car parking
Lot 1254 on SP 294581	50	Car parking
Lot 1261 on SP 294581	93	Car parking
Lot 1262 on SP 294581	53	Car parking
Lot 1263 on SP 294581	89, 90	Car parking
Lot 1264 on SP 294581	110	Car parking
Lot 1271 on SP 294581	28	Car parking

Lot 1272 on SP 294581	15	Car parking
Lot 1273 on SP 294581	79, 80, 81	Car parking
Lot 1281 on SP 294581	67	Car parking
Lot 1282 on SP 294581	40	Car parking
Lot 1283 on SP 294581	36, 37 C6	Car parking Storage Area

Stewart Silver King and Burns (Gold Coast) Pty Ltd

ABN 88 069 399 864

T +61 7 5504 2000 F+ 61 7 5504 2001

10 Frigo Court Bundall Qld 4217

All Correspondence: PO Box 8319 GCMC Qld 9726

email: sskb@sskb.com.au

web: www.sskb.com.au



MARINE QUARTER EAST CTS 57096

7 Quarter Lane Southport QLD 4215

BALANCE SHEET

AS AT 14 AUGUST 2025

	ACTUAL 14/08/2025	ACTUAL 12/12/2024
<u>OWNERS FUND</u>		
Administrative Fund	177,468.53	0.00
Sinking Fund	103,027.04	0.00
TOTAL	\$ 280,495.57	\$ 0.00
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	225,838.74	0.00
Prepayments Contributions	10,119.12	0.00
Contributions In Arrears	51,272.69	0.00
Other Arrears	9,082.99	0.00
TOTAL ASSETS	296,313.54	0.00
<u>LIABILITIES</u>		
G S T Clearing A/C	(4,780.32)	0.00
Creditors	1,280.00	0.00
Prepayments Contributions	9,199.17	0.00
Contributions In Advance	10,119.12	0.00
TOTAL LIABILITIES	15,817.97	0.00
NET ASSETS	\$ 280,495.57	\$ 0.00

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MARINE QUARTER EAST CTS 57096

7 Quarter Lane Southport QLD 4215

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 13 DECEMBER 2024 TO 14 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	13/12/24-14/08/25	13/12/24-30/11/25	LAST YEAR
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Contributions - Admin Fund	312,984.37	351,496.48	0.00
TOTAL ADMIN. FUND INCOME	312,984.37	351,496.48	0.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	0.00	2,580.00	0.00
Administration - F F S	10,047.06	2,000.00	0.00
Bank Charges - No Gst	2.34	250.00	0.00
Bank Charges - Gst	43.06	0.00	0.00
Tax Agents Fee	0.00	400.00	0.00
Bas/Ias Lodgement Fees	600.00	1,200.00	0.00
Administration - Base Fee	10,477.58	13,250.00	0.00
Admin Setup/Closure	0.00	1,000.00	0.00
Fees & Permits No Gst	0.00	1,000.00	0.00
Fire Control Expenses	5,547.87	11,500.00	0.00
Fire Alarm Rental/Monitor	0.00	3,000.00	0.00
Gas	0.00	750.00	0.00
Cleaning - Material	143.46	0.00	0.00
Electricity	37,302.26	110,000.00	0.00
Insurance/Other	0.00	7,500.00	0.00
Insurance Building	0.00	58,750.00	0.00
Insurance Renewal Recovery	(52,288.40)	(58,750.00)	0.00
Work Cover	259.74	200.00	0.00
Work Cover - Stamp Duty	14.28	0.00	0.00
Insurance Claims/Reimbursement	(31,053.00)	0.00	0.00
Insurance Claims/Excess	2,940.00	0.00	0.00
Onsite Management	96,434.32	159,000.00	0.00
Bms Administration	0.00	3,000.00	0.00
Bms Management Recovery	0.00	(1,500.00)	0.00
Communication & Disbursements	4,191.03	5,300.00	0.00
Communication/Disb'ments-F F S	2,541.92	1,000.00	0.00
Pest Control	722.73	0.00	0.00
Water Rates	16,378.63	22,500.00	0.00
Water Rates Recovered	0.00	(10,500.00)	0.00
R & M Plant & Equipment	0.00	1,250.00	0.00
Lift Agreement	0.00	5,250.00	0.00

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MARINE QUARTER EAST CTS 57096

7 Quarter Lane Southport QLD 4215

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 13 DECEMBER 2024 TO 14 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	13/12/24-14/08/25	13/12/24-30/11/25	LAST YEAR
R & M Gym	0.00	5,000.00	0.00
R & M Airconditioning	1,750.00	0.00	0.00
R & M Building	14,646.09	2,000.00	0.00
Asset & Equipment Purchases	0.00	55,000.00	0.00
Asset & Equipment (Recoveries)	0.00	(27,500.00)	0.00
Stormwater Agreement	1,437.66	4,162.00	0.00
R & M Gardens & Grounds	0.00	10,500.00	0.00
R & M Pool	810.00	2,500.00	0.00
Pool Chemicals	378.93	1,500.00	0.00
R & M Electrical	709.50	1,350.00	0.00
R & M Plumbing	708.50	1,350.00	0.00
R & M Bin Chute Cleaning	870.00	1,600.00	0.00
Rubbish Removal	827.64	0.00	0.00
R & M Access Control Systems	0.00	750.00	0.00
R & M Rec Deck	0.00	3,000.00	0.00
Security	7,621.41	0.00	0.00
Sundry Expenses	0.00	300.00	0.00
Telephone	0.00	3,600.00	0.00
Stratamax Licensing Fee	1,451.23	1,704.48	0.00
Strata Compliance Report	0.00	3,750.00	0.00
Workplace H&S Inspection/Repor	0.00	1,000.00	0.00
Electricity Recoveries	0.00	(60,000.00)	0.00
TOTAL ADMIN. EXPENDITURE	135,515.84	351,496.48	0.00
SURPLUS / DEFICIT	\$ 177,468.53	\$ 0.00	\$ 0.00
ADMINISTRATIVE FUND BALANCE	\$ 177,468.53	\$ 0.00	\$ 0.00

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MARINE QUARTER EAST CTS 57096

7 Quarter Lane Southport QLD 4215

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 13 DECEMBER 2024 TO 14 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	13/12/24-14/08/25	13/12/24-30/11/25	LAST YEAR
<u>SINKING FUND</u>			
<u>INCOME</u>			
Contributions - Sinking Fund	103,027.04	115,750.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	103,027.04	115,750.00	0.00
<u>EXPENDITURE - SINKING FUND</u>			
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	0.00	0.00
<u>SURPLUS / DEFICIT</u>	\$ 103,027.04	\$ 115,750.00	\$ 0.00
<u>SINKING FUND BALANCE</u>	\$ 103,027.04	\$ 115,750.00	\$ 0.00

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MARINE QUARTER EAST CTS 57096

7 Quarter Lane
Southport
QLD 4215

INSURANCE DETAILS

14 August 2025

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Chubb	04GS018800	72,000,000	13/12/25
PUBLIC LIABILITY	Chubb	04GS018800	20,000,000	13/12/25
OFFICE BEARERS	Chubb	04GS018800	5,000,000	13/12/25
COMMON AREA CONTENTS	Chubb	04GS018800	720,000	13/12/25
VOLUNTARY WORKERS	Chubb	04GS018800	200,000/2,000	13/12/25
MACHINERY BREAKDOWN	Chubb	04GS018800	25,000	13/12/25
FIDELITY GUARANTEE	Chubb	04GS018800	100,000	13/12/25
BUILD CATASTROPHE/EM	Chubb	04GS018800	10,908,000	13/12/25
LOSS OF RENT	Chubb	04GS018800	10,800,000	13/12/25
STAMP DUTY/GST/OTHER	Chubb	04GS018800	0.00	13/12/25

Planning Act 2016
Section 167

SHOW CAUSE NOTICE

TO: Body Corporate For Marine Quarter East Cts57096
ABN: 55 912 492 213

of C/- SSKB
10 Frigo Court
BUNDALL QLD 4217

as owner

of premises described as Lot 0 SP 294581

situated at 7 Quarter Lane, Southport in the State of Queensland (premises)

Take notice that you are invited to show cause as to why an enforcement notice should not be issued to you pursuant to section 168 of the *Planning Act 2016* (Planning Act).

The enforcement authority, Council of the City of Gold Coast (Council) reasonably believes you have committed, or are committing a development offence contrary to section 164 of the Planning Act and is considering giving an enforcement notice to you because:

1. Council records indicate that, on 21 October 2024 Council gave development approval PDA/2024/26, for the premises to be used for the purpose of High Rise Apartment and Café subject to conditions, as set out in the decision notice. A copy of the decision notice is enclosed for your reference.
2. Following receipt of a complaint, a Council Development Compliance Planning Officer conducted a desktop review, and inspected the premises on 2 April 2025 and made the following observations with respect to parking requirements not being met.
 1. Bicycle racks have been removed from the allocated area and are no longer in accordance with the Development Approval PDA/2024/26.
 2. Storage cages and boxes have been placed within the car parking spaces
3. The inspection revealed that the use, High Rise Apartment and Cafe is being conducted in contravention of the conditions of the development approval, in particular conditions 18, 22.
 - (a) The change to the parking facilities constitutes a modification that is not in accordance with the approved development plans. This alteration is in direct contravention of condition 18, which stipulates that the parking layout must be maintained as per the endorsed plans to ensure functionality, accessibility, and compliance with relevant regulations.
 - (b) The removal of bicycle racks and their replacement with storage cages or boxes constitutes a breach of condition 22, which explicitly requires the provision and maintenance of designated bicycle parking facilities.
4. Pursuant to section 164 of the Planning Act 2016 (Qld), a person must not contravene a development approval.

5. A search of council records indicates that, to date, no application has been submitted or approval given to amend the conditions of the development approval.
6. On this basis, Council is of the belief that an enforcement notice should be given to you, pursuant to section 168 of the Planning Act, requiring you to:
 - (a) **cease using the premises otherwise** than in accordance with the development approval, by way of complying with the conditions of approval, in particular conditions 18 and 22.
 - (b) **restore the premises** to a state that complies with the development approval and the City Plan.

In particular, you will be required to take the following actions:

- i. Restore parking facilities back to original state/ in accordance to approved plans, as required under condition 18.
- ii. Restore bicycle parking and storage facilities back to the original state in accordance to approved plans, as required under condition 22.

How to respond to this notice

You may make representations about this show cause notice. If you choose to make representations then your representations must be in writing and sent to Council at the following address:

The Chief Executive Officer
Council of the City of Gold Coast
PO Box 5042
GOLD COAST MAIL CENTRE QLD 9726

Your written representations should be marked with the following reference to assist Council to give prompt consideration of this matter:

CE - BOA/2025/1395 – Attention Jean Pierre Jordaan, Development Compliance.

You may choose to submit representation regarding this notice electronically any such representations should be submitted to mail@goldcoast.qld.gov.au : referencing “CE-BOA/2025/1395 – Attention Jean Pierre Jordaan Development Compliance” in the subject header.

When to respond to this notice

Your written representations must be received by Council **by 5.00pm on Tuesday 3 June 2025** (due date).

If you do not respond to this notice

In the event that you fail to show cause by the due date, and Council still believes you have committed or are committing a development offence, an enforcement notice will be issued to you.

If you cannot “show cause” you may wish to acknowledge this in writing and outline how you intend to remedy the offence. You may wish to inform Council what work program you will implement to remedy the offence, how long that will take and when you will comply with the Planning Act.

If you do respond to this notice

If Council still believes it is appropriate to give the enforcement notice for any or all of the matters raised above, after considering all representations made by you about the show cause notice within the time stated in the notice, then an enforcement notice will be issued to you.

Penalties

It is a development offence to contravene a development approval. Upon conviction by a court for the development offence the current maximum penalty is 4500 penalty units (currently \$725,850.00 for an individual or \$3,629,250.00 for a corporation). In addition, legal costs can be claimed, and a court may make other orders against you.

If an enforcement notice is issued to you, it is an offence under section 168(5) of the Planning Act to contravene the enforcement notice. Upon conviction by a court for the offence the current maximum penalty is 4500 penalty units (currently \$725,850.00 for an individual or \$3,629,250.00 for a corporation). In addition, legal costs can be claimed, and a court may make other orders against you.

Further, in relation to a corporation, section 227 of the Planning Act provides that an executive officer of a corporation commits an offence against an executive liability provision of the Planning Act and did not take all reasonable steps to ensure the corporation did not engage in the conduct constituting the offence. The current maximum penalty which can be imposed on an executive officer for committing an offence against section 227 of the Planning Act is the penalty for a contravention of the executive liability provision by an individual.

In addition to the above, Council may also issue penalty infringement notices (on-the-spot fines) of 20 penalty units (currently \$3,226.00) For an individual, or 100 penalty units (currently \$16,130.00) For a corporation.

Council may take action to commence prosecution or other proceedings for a development offence at any time regardless of this notice if it is considered warranted.

Please note that any response to this notice may be used by Council in any legal proceedings against you, whatsoever.

Dated this Twenty-Eighth Day of April 2025.



Roxanne Hansen
Planning Compliance Leader
Development Compliance
For the Chief Executive Officer
Council of the City of Gold Coast

(jj:ge)

Please refer all enquiries regarding this notice to

Contact: Jean Pierre Jordaan, Development Compliance
Telephone: 07 5667 5978
Council reference: CE - BOA/2025/1395

Complaint Investigations and Information Privacy

Subject to IPP11(1)(a) of the *Information Privacy Act 2009*, it is Council's usual practice to disclose information about the progress of an investigation, and its outcome, to the complainant.

Information that may be disclosed

On receipt of a written request from the complainant, Council may provide the following types of information:

- The actions Council has taken to investigate a complaint matter (e.g. Council officers have visited the property)
- Any enforcement action which has been or is being taken (e.g. a fine, notice or other correspondence has been issued, resolution of the matter is now subject to legal proceedings)
- The outcome of the investigation.

If a complaint investigation finds no breach, Council may advise the complainant that based on information held by Council, no further action is required.

Complainants may also apply to view or purchase copies of show cause notices or enforcement notices that have been issued under the *Planning Act 2016* or the *Building Act 1975*.

Information that is not disclosed

The *Information Privacy Act 2009* (the Act) requires that Council must not disclose an individual's personal information to another person or entity unless the disclosure is made within the scope of specific exemptions as set out under IPP11 of the Act.

COPY

CAR PARKING AND ACCESS	
<p>18 Off-street car parking facilities</p> <p>Off-street car parking facilities must be designed, constructed to the satisfaction of an RPEQ qualified engineer at no cost to Council and maintained, the subject of the development approval, and in accordance with the following:</p> <p>a The off-street car parking facilities must be designed in accordance with:</p> <ul style="list-style-type: none">i The approved plans/drawings referred to in this development approval;ii A minimum of 221 allocated car parking spaces for residents, including a minimum 51 residential spaces within Stage 1A and a minimum of 34 residential spaces within stage 1B of the development, for a total of 85 residential spaces on occupation of Stage 1;iii A minimum of 7 motorcycle parking spaces for residents, including a minimum of 1 motorcycle space within Stage 1A and minimum of 2 motorcycles spaces within Stage 1B, for a total of 3 motorcycle spaces within Stage 1 of the development;iv A minimum of 21 car parking spaces for the shared use of staff and visitors, including a minimum of 4 (temporary) visitor spaces within Stage 1A and a minimum of 7 visitor spaces within Stage 1B, for a total of 11 visitor spaces within Stage 1 of the development; andv Australian/New Zealand Standards AS/NZS 2890.1:2004 – Parking Facilities – Part 1: Off-Street Car Parking. <p>b Wayfinding signage must be provided on entry to the car parking area (at ground level), and along the route (between ground level and level 1), to provide direction to the location of visitor and staff car parking.</p> <p>c 'Small car' parking spaces must be clearly signed and must only be allocated as secondary residential parking spaces.</p> <p>d The off-street car parking facilities must only be used for vehicle parking.</p> <p>e The off-street car parking facilities must be drained, sealed and line marked to a reasonable standard acceptable to a RPEQ qualified Engineer.</p> <p>f Where a conflict occurs between the conditions of this approval and the stamped approved plans/drawings, the conditions of this approval shall take precedence.</p>	<p>Timing</p> <p>Prior to the commencement of the use and maintained at all times.</p>
<p>18A Off street car lifts</p> <p>Design, construct, implement and maintain two car lift systems at no cost to Council prior to commencement of the use of Stage 2, generally in accordance with the requirements in the Southport Priority Development</p>	<p>Timing</p> <p>At all times.</p>

<p>Area Development Scheme, and include in particular:</p> <ul style="list-style-type: none"> i The operator of the vehicle must be able to remotely access both car lifts from inside the vehicle. ii Each car lift must accommodate a B99 vehicle of a 2 metre height as defined in AS2891.1. iii Signage must be provided at the entrance to the car lifts advising drivers to enter the car lifts in a forward gear. Signage is to be provided on each car parking level serviced by car lifts. 	
<p>19 Deleted.</p>	
<p>20 Freely accessible car parking</p> <p>Car parking spaces must be freely accessible to employees for the time the use is open for business and to bona fide visitors for the duration of any visit to the site. Car parking spaces for employees and visitors must have no gateways, doors or similar devices which restrict vehicular access to those parking spaces between the hours of 7 am and 7 pm.</p>	<p>Timing</p> <p>At all times.</p>
<p>21 Tandem car parking spaces</p> <p>Tandem car parking spaces must be allocated to residents of the same unit only.</p>	<p>Timing</p> <p>At all times.</p>
<p>22 Bicycle parking and storage</p> <p>Bicycle parking and storage facilities must be provided to the satisfaction of the Chief Executive Officer, at no cost to Council and maintained in accordance with</p> <ul style="list-style-type: none"> a The approved plans/drawings referred to in this development approval, including: <ul style="list-style-type: none"> i A minimum of 281 × Class 2 bicycle parking spaces for residents, including a minimum of 87 spaces within Stage 1A and a minimum of 38 spaces within Stage 1B of the development; and ii A minimum of 4 × Class 2 bicycle parking spaces for staff, to be provided within Stage 2 of the development. iii Austroads Guide to Traffic Engineering Practice (1999): Part 14 – Bicycles. iv AS2890.3-1993 – Parking Facilities – Part 3: Off-street bicycle parking facilities. b The bicycle parking spaces are to be: <ul style="list-style-type: none"> i located outside pedestrian movement paths. ii accessible from the road. iii arranged so that parking and unparking manoeuvres will not damage adjacent bicycles. iv protected from manoeuvring motor vehicles and opening car doors. v as close as possible to the cyclist's ultimate destination. 	<p>Timing</p> <p>Prior to the commencement of the use within the relevant stage and maintained at all times.</p>

<ul style="list-style-type: none"> vi well lit by appropriate existing or new lighting. vii protected from the weather. <p>c Where a conflict occurs between the conditions of this approval and the stamped approved plans/drawings, the conditions of this approval shall take precedence</p>	
<p>23 Sight lines for pedestrian safety at-grade</p> <p>At the egress from the car park to the access driveway, and at the egress from the site to Marine Parade, clear sight lines must be maintained in accordance with s3.2.4 and Figure 3.3 of AS/NZS 2890.1:2004. Sight triangles should measure 2.0 m wide and extend 2.5 m into the site from the property boundary (or 2.5 m from the building line into the car park). Areas within sight triangles must be kept clear of obstructions to visibility at all times.</p>	<p>Timing</p> <p>At all times.</p>
<p>24 Signs and line marking</p> <p>In addition to signs and line marking required by AS/NZS 2890.1:2004, the following must be installed to the satisfaction of the Chief Executive Officer and maintained:</p> <ul style="list-style-type: none"> a Line-marking/signage to identify shared staff and visitor car parking. b Line-marking/signage to identify residential car parking. c Directional signage to guide visitors to the location of visitor bicycle parking. <p>All signage, line and pavement marking must be in accordance with the requirements of Queensland Manual of Uniform Traffic Control Devices (MUTCD).</p>	<p>Timing</p> <p>Prior to the commencement of the use within the relevant stage and maintained at all times.</p>
<p>25 Footpaths and bikeways design and construction</p> <ul style="list-style-type: none"> a The applicant must design and construct kerb ramps along the site frontage to Marine Parade to facilitate a pedestrian crossing point, as follows: <ul style="list-style-type: none"> i A kerb ramp is to be constructed on the eastern side of Marine Parade, within the verge of the subject site frontage, and located alongside the proposed vehicular crossover. The kerb ramp should be located on the southern side of the crossover and provide connectivity to the proposed pedestrian entrance to the development. ii A corresponding kerb ramp is to be constructed on the western side of Marine Parade, opposite the proposed kerb ramp within the subject site frontage and connecting to the existing footpath on the western side of Marine Parade, to facilitate a pedestrian crossing point. b The kerb ramps must be designed and constructed in accordance with <i>Planning Scheme Policy 11 – Land Development Guidelines, Standard Specifications and Drawings</i> subject to any variations approved by Council in issuing a development permit for operational work (works for infrastructure) for the footpath/bikeways. 	<p>Timing</p> <p>Prior to the earlier of Council accepting the works 'On Maintenance' or the commencement of the use within Stage 1A</p>



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51072424 EMR Site Id: 20 October 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 1283 Plan: SP294581
1283/7 QUARTER LANE
SOUTHPORT

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Queensland Government home >For Queenslanders >Environment, land and water >
Land, housing and property >Heritage places >Queensland Heritage Register >Search the register >
Heritage register search results

Heritage register search results



Maintenance

The service used to look up street addresses is undergoing maintenance from 4pm to 4.30pm on Friday 8 August (AEST).

The service may temporarily be unavailable during this period.

Filtered by:

[7 Quarter Lane, Southport QLD 4225](#)

No results found. Please [search again](https://apps.des.qld.gov.au/heritage-register/) (<https://apps.des.qld.gov.au/heritage-register/>).

Current applications

You can also see places being assessed or awaiting a decision from the Queensland Heritage Council for entry in or removal from the Queensland Heritage Register at [Current Queensland Heritage Register applications](https://www.qld.gov.au/environment/land/heritage/register/applications/) (<https://www.qld.gov.au/environment/land/heritage/register/applications/>).

 (<https://creativecommons.org/licenses/by/4.0/>)

Last reviewed 1 July 2022

Last updated 28 February 2023

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Right to information (<https://www.qld.gov.au/right-to-information/>)

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Queensland Government (<https://www.qld.gov.au/>)

City Plan property report

Economy, Planning and Environment Directorate
Planning Enquiries Centre
City Development Branch
 PO Box 5042 GOLD COAST MC QLD 9729
P: (07) 5582 8708
E: mail@goldcoast.qld.gov.au
W: cityofgoldcoast.com.au

Property Details	
Property address	167 Marine Parade, SOUTHPORT, 4215
Lot and Plan	100SP313796
Area	1,123 m ²

City Plan content
Zone map



<p>Residential zones category</p> <ul style="list-style-type: none"> Low density residential Low density residential, Large lot precinct Low density residential, Calypso Bay precinct Medium density residential, Calypso Bay precinct High density residential <p>Centres zones category</p> <ul style="list-style-type: none"> Centre Neighbourhood centre Neighbourhood centre, West Burleigh historic township precinct 	<p>Recreation zones category</p> <ul style="list-style-type: none"> Sport and recreation Sport and recreation, Bond University precinct Sport and recreation, Bundall equestrian area precinct Open space <p>Tourism zones category</p> <ul style="list-style-type: none"> Major tourism Major tourism, Island resorts precinct Major tourism, Sea World precinct Major tourism, The Spit northern tourism precinct Major tourism, The Spit eastern tourism precinct Major tourism, The Spit southern tourism precinct Major tourism, Wildlife park precinct 	<p>Environment zones category</p> <ul style="list-style-type: none"> Conservation <p>Industry zones category</p> <ul style="list-style-type: none"> Low impact industry Low impact industry, Future low impact industry precinct Medium impact industry Medium impact industry, Future medium impact industry precinct High impact industry High impact industry, Future high impact industry precinct Waterfront and marine industry Waterfront and marine industry, The Spit marine industry precinct 	<p>Other zones category</p> <ul style="list-style-type: none"> Community facilities Emerging community Emerging community, Upper Coomera precinct Extractive industry Extractive industry, Extractive industry indicative buffer Innovation Innovation, Bond University precinct Innovation, Gold Coast cultural precinct Limited development (constrained land) Mixed use Mixed use, Bermuda Point precinct Mixed use, Fringe business precinct 	<ul style="list-style-type: none"> Rural Rural, Rural landscape and environment precinct Rural residential Rural residential, Rural residential landscape and environment precinct Special purpose Special purpose, Special development areas precinct Township Township, Commercial precinct Township, Large lot precinct Unzoned 	<ul style="list-style-type: none"> Property boundaries Selected property
--	--	---	---	--	---

Applicable mapping content	Related City Plan content
Division	
Division 6 (view divisional contact details)	
Zones	
<p>Special purpose zone (Special development area precinct)</p>	<p>Special purpose zone code</p> <p>Levels of assessment:</p> <ul style="list-style-type: none"> • Material change of use • Reconfiguring a lot • Building work • Operational work <p>Part 10 – Other Plans</p>
<p>Special development area:</p> <ul style="list-style-type: none"> • Southport Priority Development Area (PDA) <p>Relevant legislation:</p> <p>Economic Development Act 2012</p>	
Overlay maps	
<p>Acid sulfate soils:</p> <ul style="list-style-type: none"> • Land at or below 5m AHD 	<p>Acid sulfate soils overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • Acid sulfate soils overlay
<p>Acid sulfate soils:</p> <ul style="list-style-type: none"> • Land at or below 20m AHD 	<p>Acid sulfate soils overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • Acid sulfate soils overlay
<p>Airport environs - Procedures for Air Navigation Services, Aircraft Operational (PANS-OPS) surfaces:</p> <ul style="list-style-type: none"> • PANS-OPS contour 	<p>Airport environs overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • Airport environs overlay
Building height	
<p>Flood:</p> <ul style="list-style-type: none"> • Flood assessment required 	<p>Flood overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • Flood overlay
Light rail urban renewal area	<p>Light rail urban renewal area overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • Light rail urban renewal area overlay
Residential density	
<p>State controlled roads, rail corridor and transport noise corridor:</p> <ul style="list-style-type: none"> • Transport noise corridors 	<p>Regional infrastructure overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • State controlled roads, rail corridor and transport noise corridors overlay

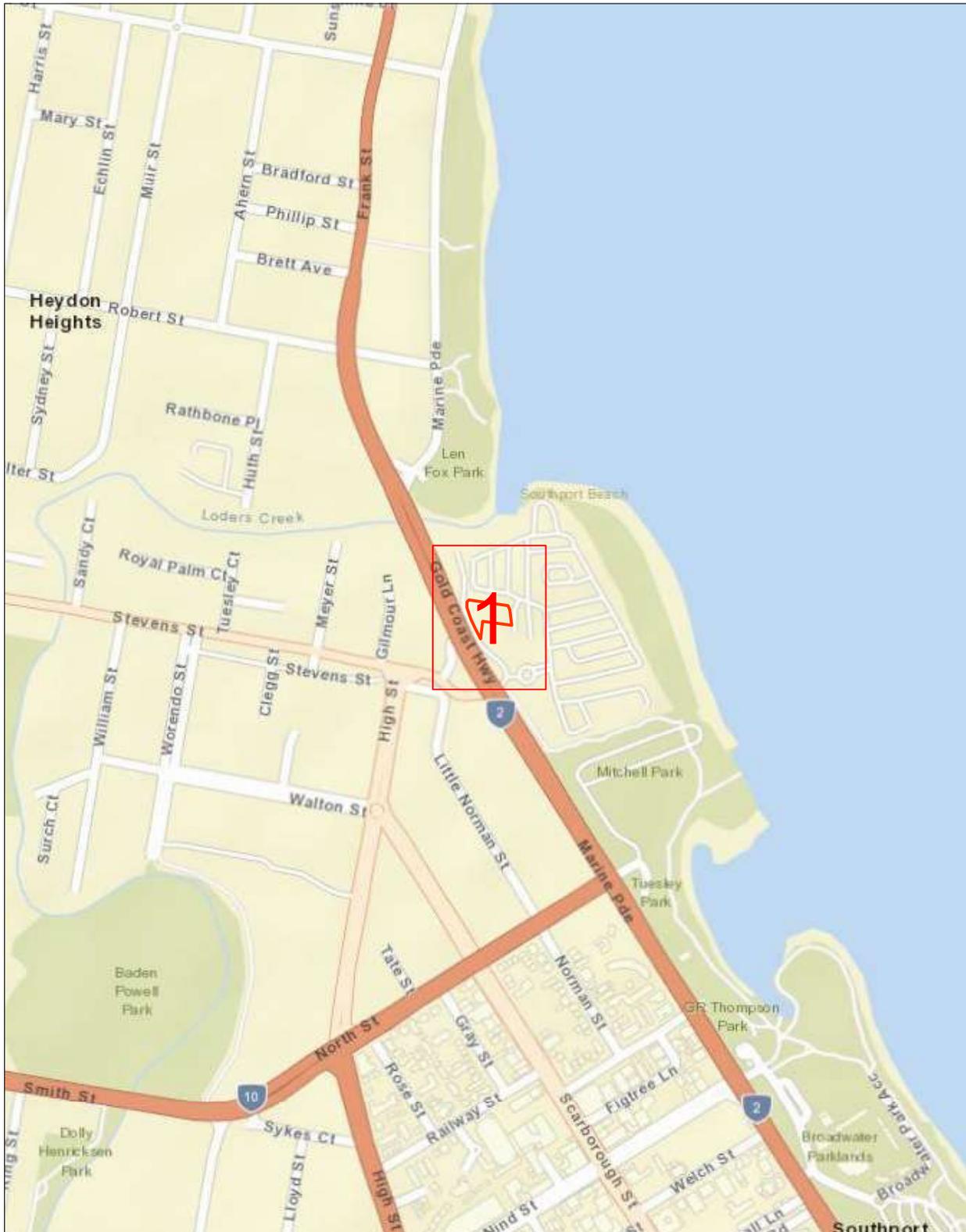
<p>State controlled roads, rail corridor and transport noise corridor:</p> <ul style="list-style-type: none"> • Property adjacent to State controlled roads 	<p>Regional infrastructure overlay code</p> <p>Tables of assessment:</p> <ul style="list-style-type: none"> • State controlled roads, rail corridor and transport noise corridors overlay 		
<p>LGIP</p>			
<p>Local Government Infrastructure Plan:</p> <ul style="list-style-type: none"> • Priority infrastructure area 	<p>Local Government Infrastructure Plan</p>		
<p>Local Government Infrastructure Plan:</p> <ul style="list-style-type: none"> • LGIP projection areas 	<p>Local Government Infrastructure Plan</p>		
<p>Date created</p>	<p>8 Aug 2025</p>	<p>Version</p>	<p>v12 - Current</p>

Annexure “A” Statutory Encumbrances

1. APA have assets located on or adjacent to the Property (high pressure gas lines) as shown generally on the attached Plan;
2. There are sewerage pipes and sewerage manholes owned by Gold Coast City Council that are located on or adjacent to the Property as generally shown on the attached Plan;
3. Energex have assets located on or adjacent to the Property (High voltage cables 1kV to 33kV and over, pits, poles, pit boundaries) as generally shown on the attached Plan;
4. NBN have assets (communications) located on or adjacent to the Property (power pits and cabling) as generally shown on the attached Plan;
5. Telstra have assets located on (or adjacent to) the Property (pits, transponders, conduits and cabling) as shown generally on the attached Plan;
6. Optus and or Uecomm have assets located on (or adjacent to) the Property (underground cabling) as shown generally on the attached Plan;
7. TPG Telecom (QLD) have assets located on (or adjacent to) the Property (pipe networks ducts and pits) as shown generally on the attached Plan; and
8. The above entities may have a right at law to access the Property to inspect, maintain, repair or replace their respective infrastructure located on or adjacent to the Property.

Site 7 Quarter Lane
Address: Southport
QLD 4215

Sequence 266402648
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community

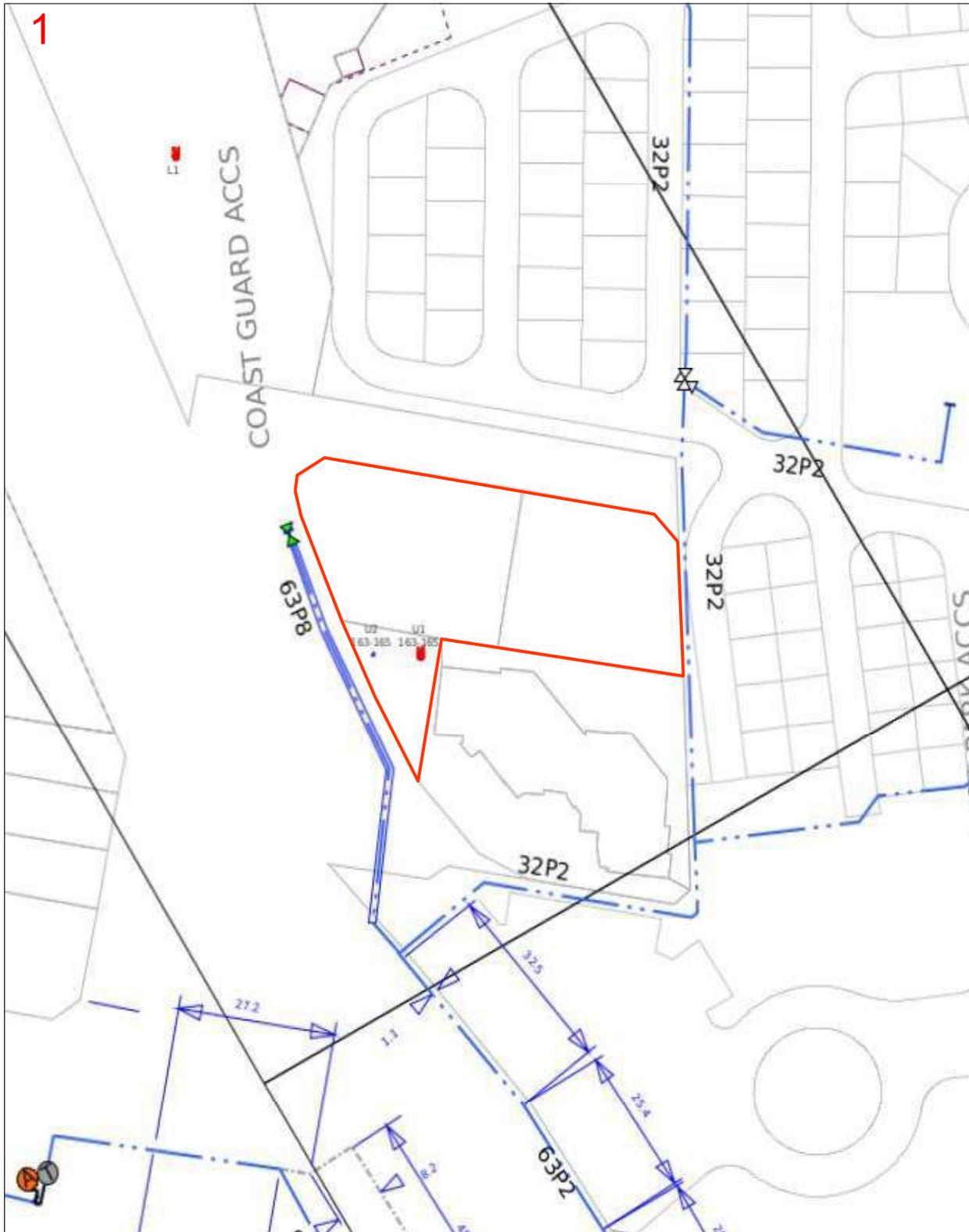


Enquiry Area



Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	<i>not applicable</i>			<i>not applicable</i>
Hydrogen blended (aqua dash)	<i>not applicable</i>			<i>not applicable</i>

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service [^]	
Gas connected property		CP rectifier terminal			

[^]A live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

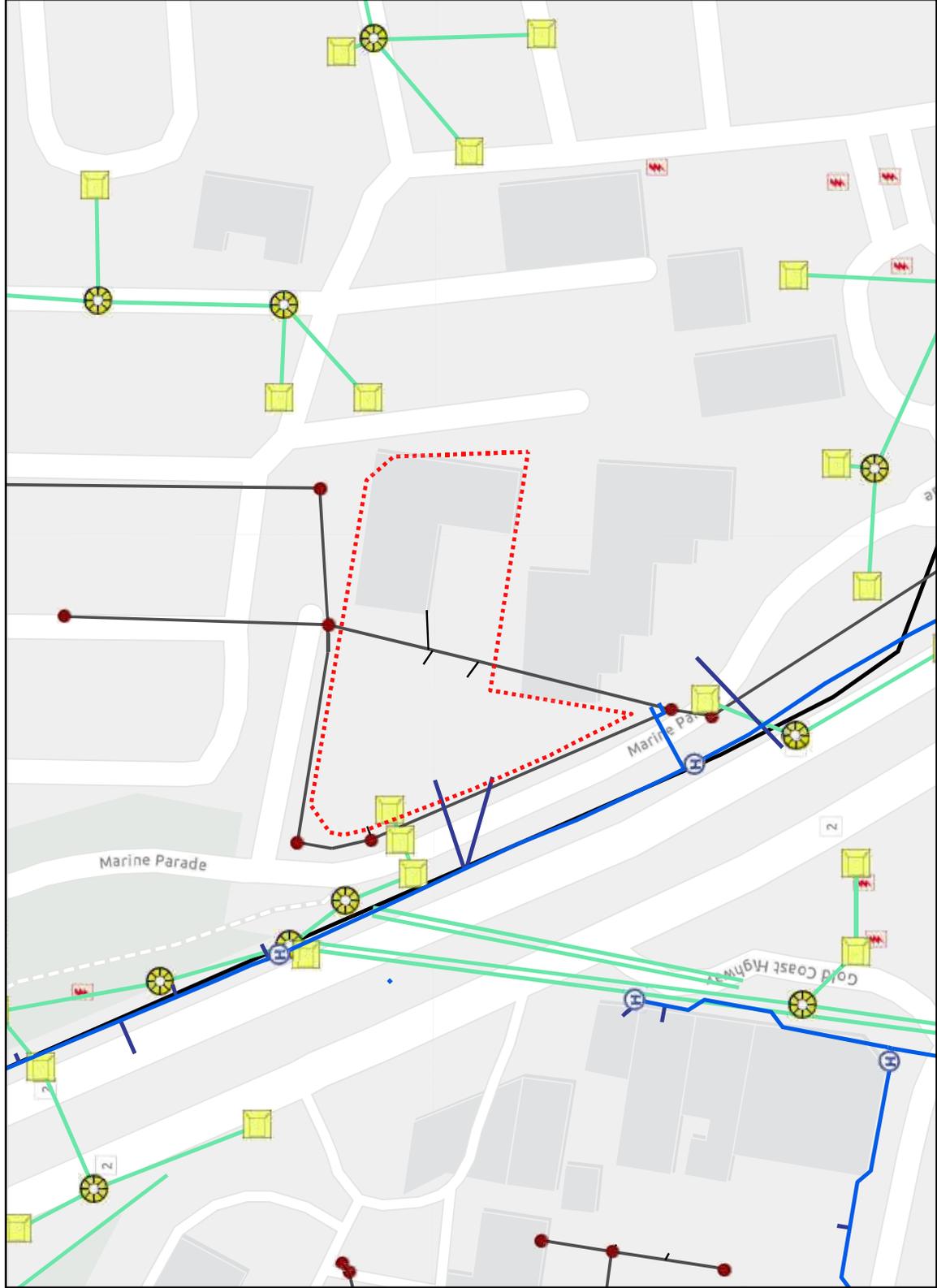
P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour



Legend

- BYDA Enquiry
- Water Hydrant
- Water Pipe
- Potable Water Connection
- Stormwater Drainage Pipe
- Stormwater Inlet Gully
- Stormwater Manhole
- Sewer Connection
- Sewer Pipe Non Pressure
- Sewer Pipe Pressure
- Sewer Manhole
- Cabling Pit
- Fibre Optic Pit
- Fibre Optic Cable
- GCCC Boundary

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METANASA, USGS

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Gold Coast City Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.



In an emergency contact City of Gold Coast on 1300 465 326
09/01/26 (valid for 30 days)



BYDA

Sequence: 266402647
Date: 09/01/2026

Scale: 1:1025
Title No: **OVERVIEW**

**CAUTION - HIGH
VOLTAGE**

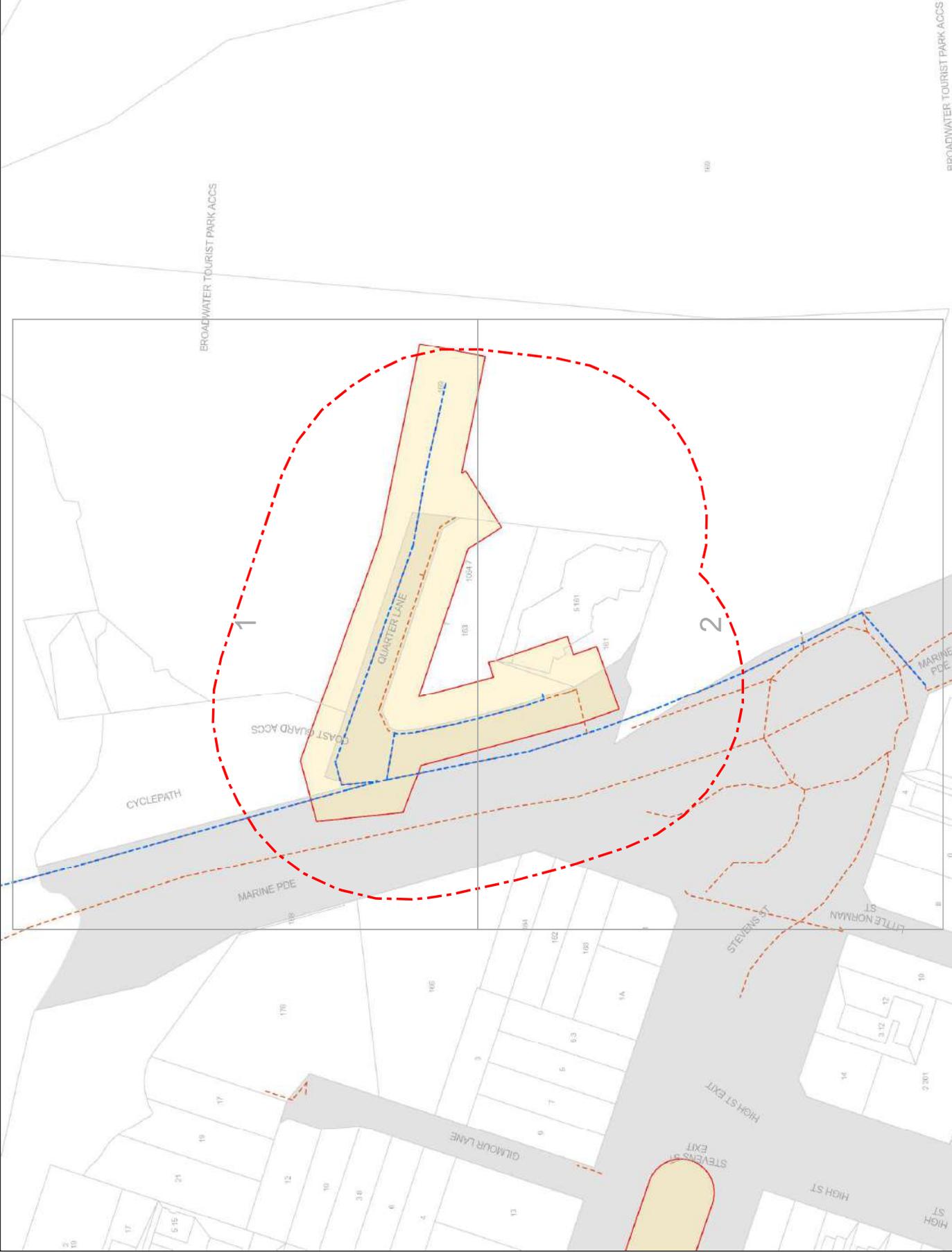
LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information provided, EnergeX nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of the information provided, whether or not caused in all or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



BROADWATER TOURIST PARK ACCS

BROADWATER TOURIST PARK ACCS



BYDA

Sequence: 266402647
Date: 09/01/2026

Scale: 1:500
Tile No: Title No: 1

**CAUTION - HIGH
VOLTAGE**

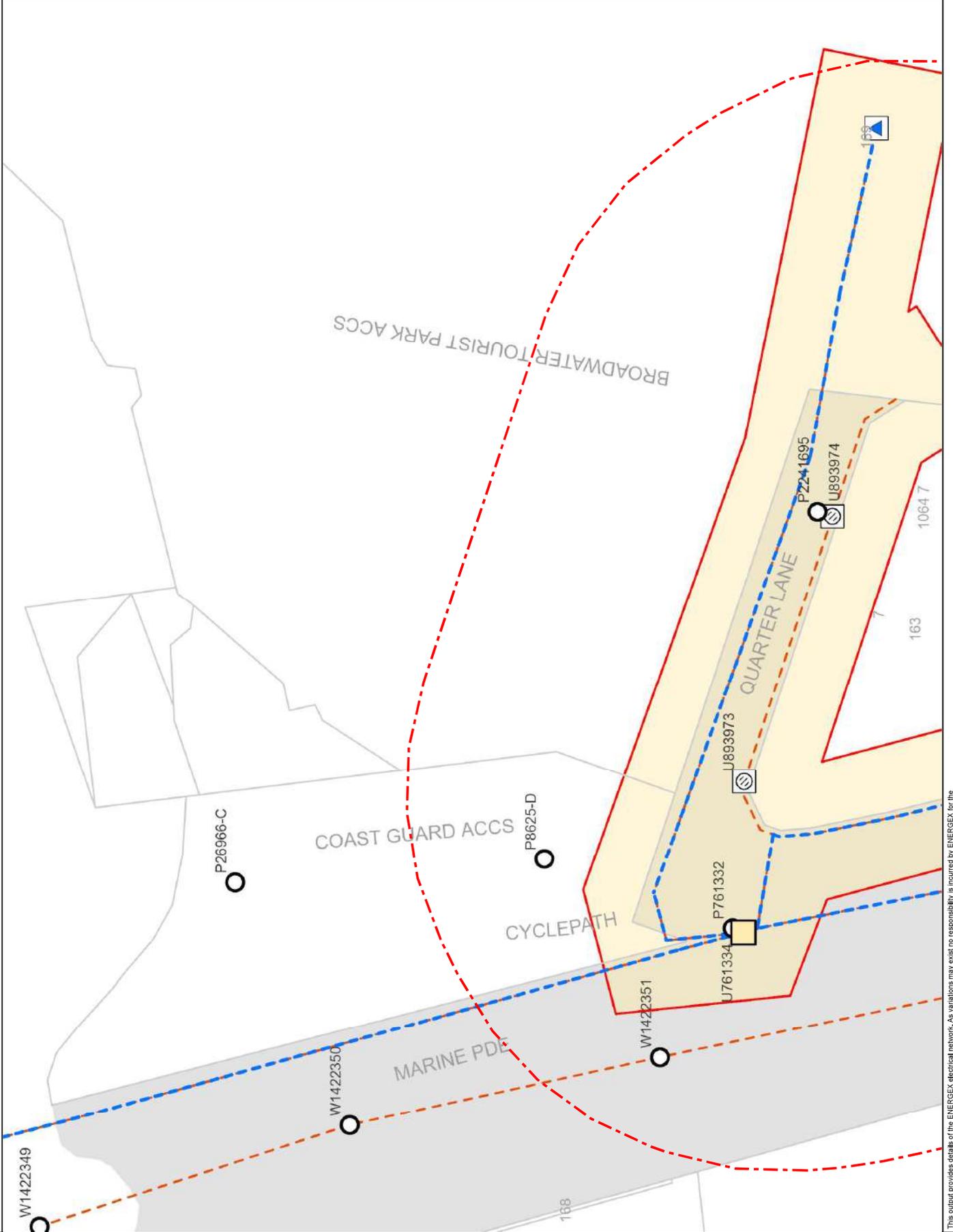
LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- Pit Boundary
- Planned Work Area

AS5488 Category 'D' Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information provided, EnergeX nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of the information provided, or any information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 266402647
Date: 09/01/2026

Scale: 1:500
Tile No: Title No: 2

**CAUTION - HIGH
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

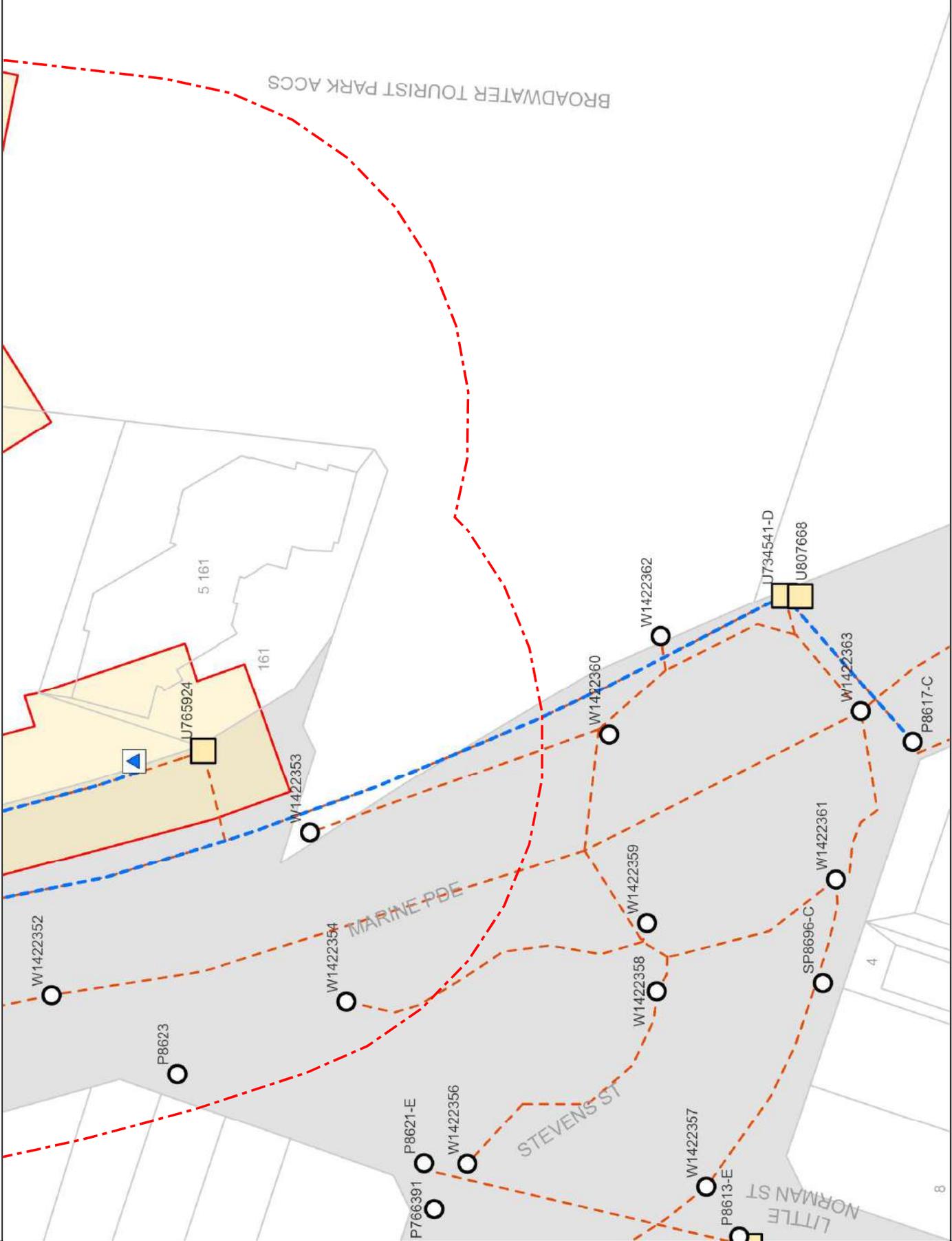
AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information provided, the user acknowledges and agrees that Energex or Pelican Corp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this information, or the inaccuracy, incompleteness or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

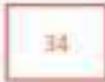
All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

This output provides details of the ENERGEX electrical network. As variations may exist no responsibility is incurred by ENERGEX for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.





LEGEND



Parcel and the location



Pit with size "5"



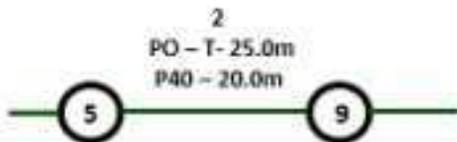
Power Pit with size "2E".
Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.



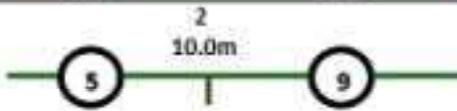
Manhole



Pillar



Cable count of trench is 2.
One "Other size" PVC conduit (PO) owned by Telstra (-T-),
between pits of sizes, "5" and "9" are 25.0m apart.
One 40mm PVC conduit (P40) owned by NBN, between pits of
sizes, "5" and "9" are 20.0m apart.



2 Direct buried cables between pits of sizes, "5" and "9" are
10.0m apart.



Trench containing any **INSERVICE/CONSTRUCTED**
(Copper/RF/Fibre) cables.



Trench containing only **DESIGNED/PLANNED**
(Copper/RF/Fibre/Power) cables.

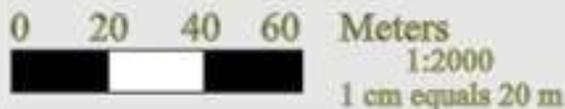


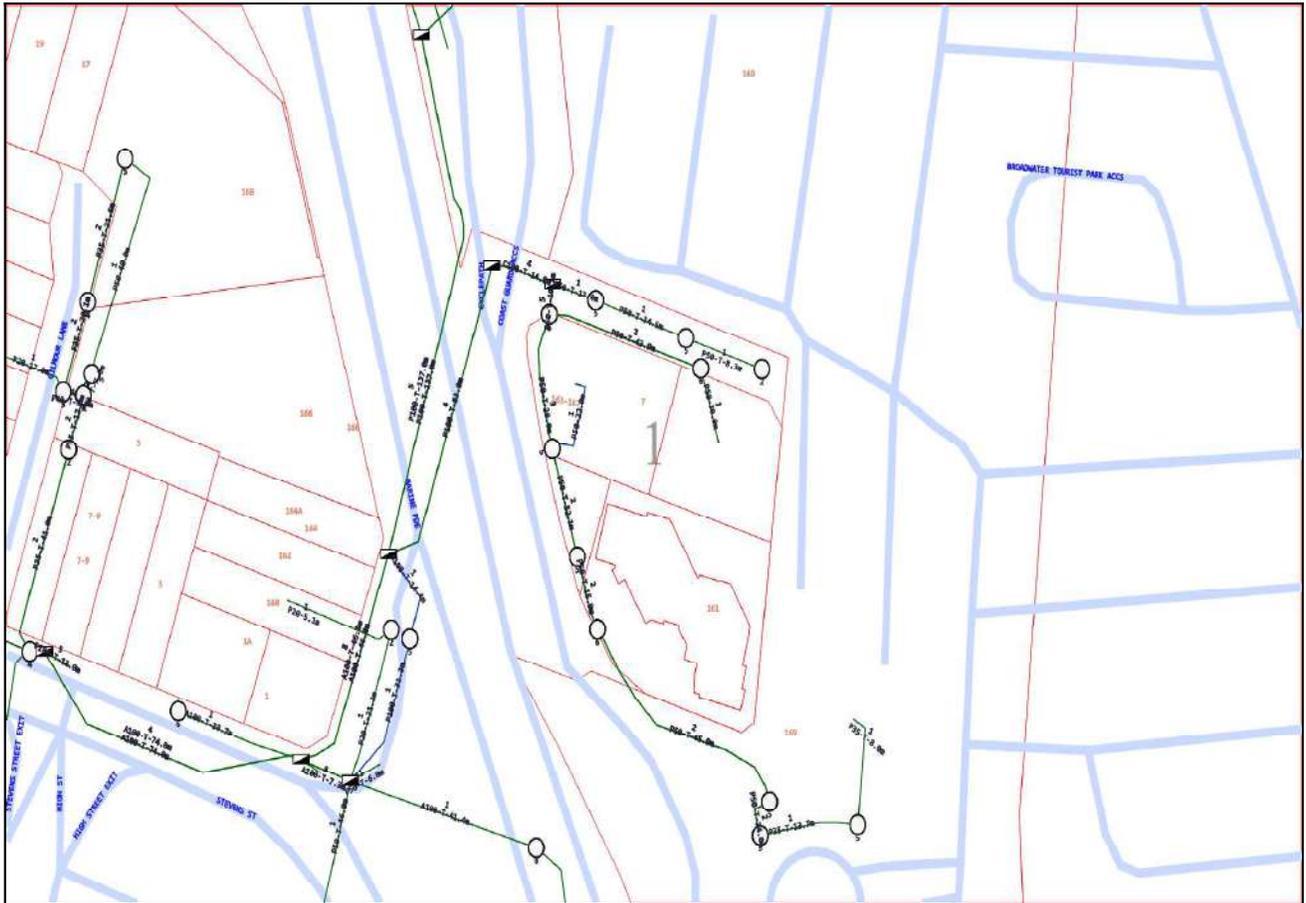
Trench containing any **INSERVICE/CONSTRUCTED** (Power)
cables.

BROADWAY ST

Road and the street name "Broadway ST"

Scale





Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



Type of Works	Clearance to Physical Location of Optus Asset
Heavy vehicle Traffic (over 3 tonnes)	<p>Not to be driven across Optus conduits with less than 600mm of cover.</p> <p>Not to be driven across Optus direct buried cable with less than 1.2 meters of cover.</p> <p>Once off crossings permitted, multiple crossing (e.g. road construction or logging) will require Optus approval.</p> <p>Accredited Optus Asset Locator to physically expose the Optus asset to verify actual depth.</p>
Mechanical Excavators, Farm Ploughing, Vertical Hole installation for water bore or fencing etc.	<p>Not within 1 meter.</p> <p>Accredited Optus Asset Locator to physically expose the Optus asset to verify actual location.</p>

ASSET CLEARANCES AFTER COMPLETION OF WORKS

All Optus pits and manholes must be a minimum of 1 meter from the back of any kerb, 3.5 meters of the road surface without a kerb or not within 15 meters of street intersection.

In urban areas Optus conduit must have the following minimum depth of cover:

- Footway 600mm;
- Roadway 1 meter at drain invert and at road centre crown.

In rural areas Optus conduit must have a minimum depth of cover of 1 meter and direct buried cable 1.2 meters.

In cases where it is considered that the above clearances cannot be maintained at the completion of works, advice must be sought from the relevant Optus Damages and Relocations Team (refer "Further Assistance").

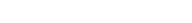
FURTHER ASSISTANCE

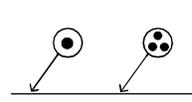
Further assistance on asset clearances, protection works, or relocation requirements can be obtained by contacting the relevant Optus Damages and Relocations Team on the following email address:

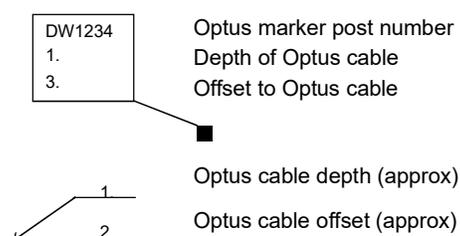
NFODamages&RelocationsDropbox@optus.com.au

Further assistance relating to asset location drawings etc. can be obtained by contacting the Optus Network Operations Asset Analysis Team on 1800 505 777.

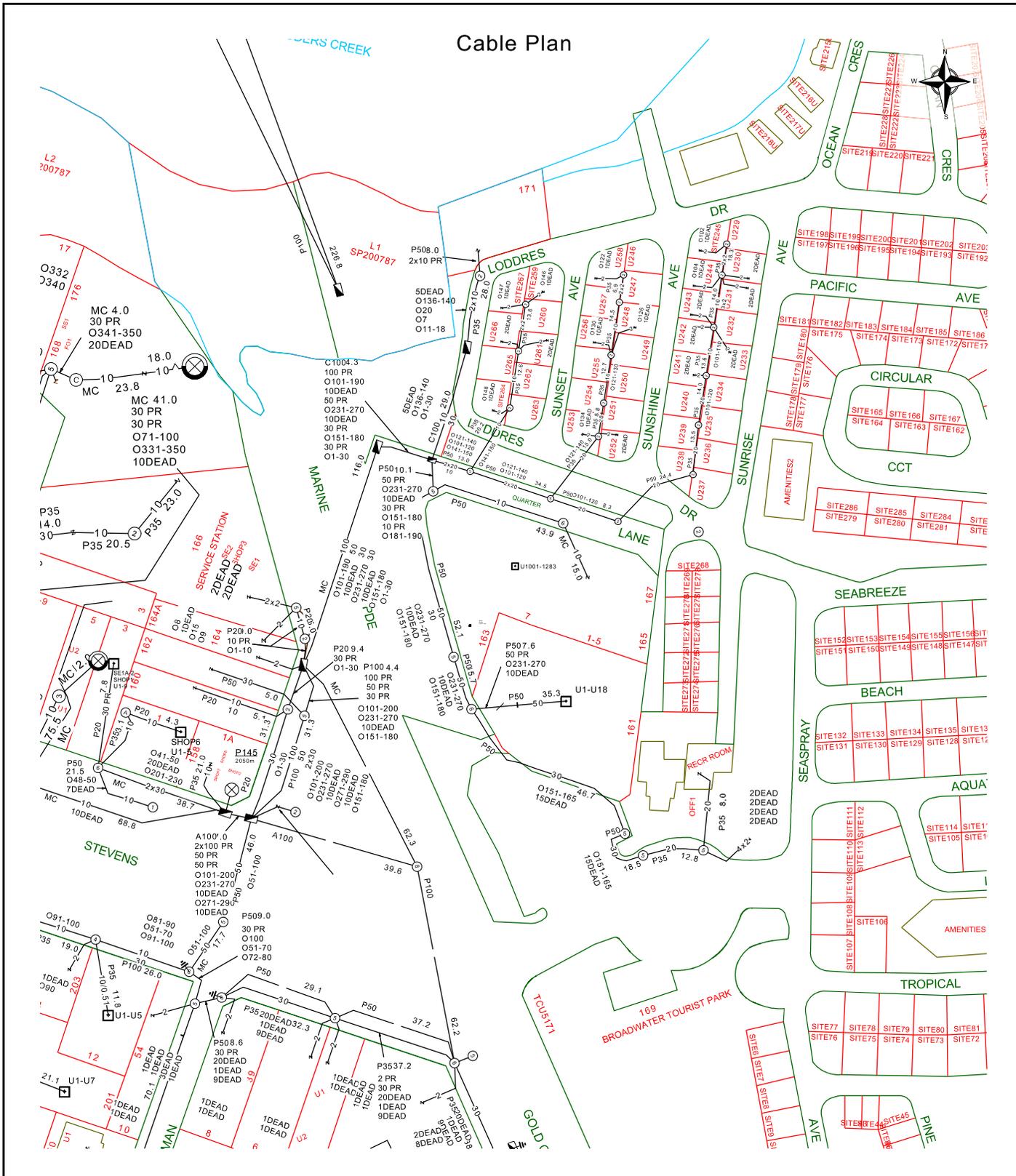
OPTUS ENGINEERING DRAWING SYMBOLS

	Optus underground cable		Optus manhole/pit
	Optus underground IOF cable		Other Utility manhole/pit
	Optus conduit		Optus marker post
	Optus cable in Other Utility conduit		Railway / Tram line
	OR		Highway / Major Road
	Southern Cross conduit		Arterial Road
	Indigo conduit		Council Road - minor
	Uecomm conduit		
	Optus aerial fibre cable		

	Optus underground cable
	Optus cable buried jointly with third party utility
	Optus cable in conduit with subducts



Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 266402649

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

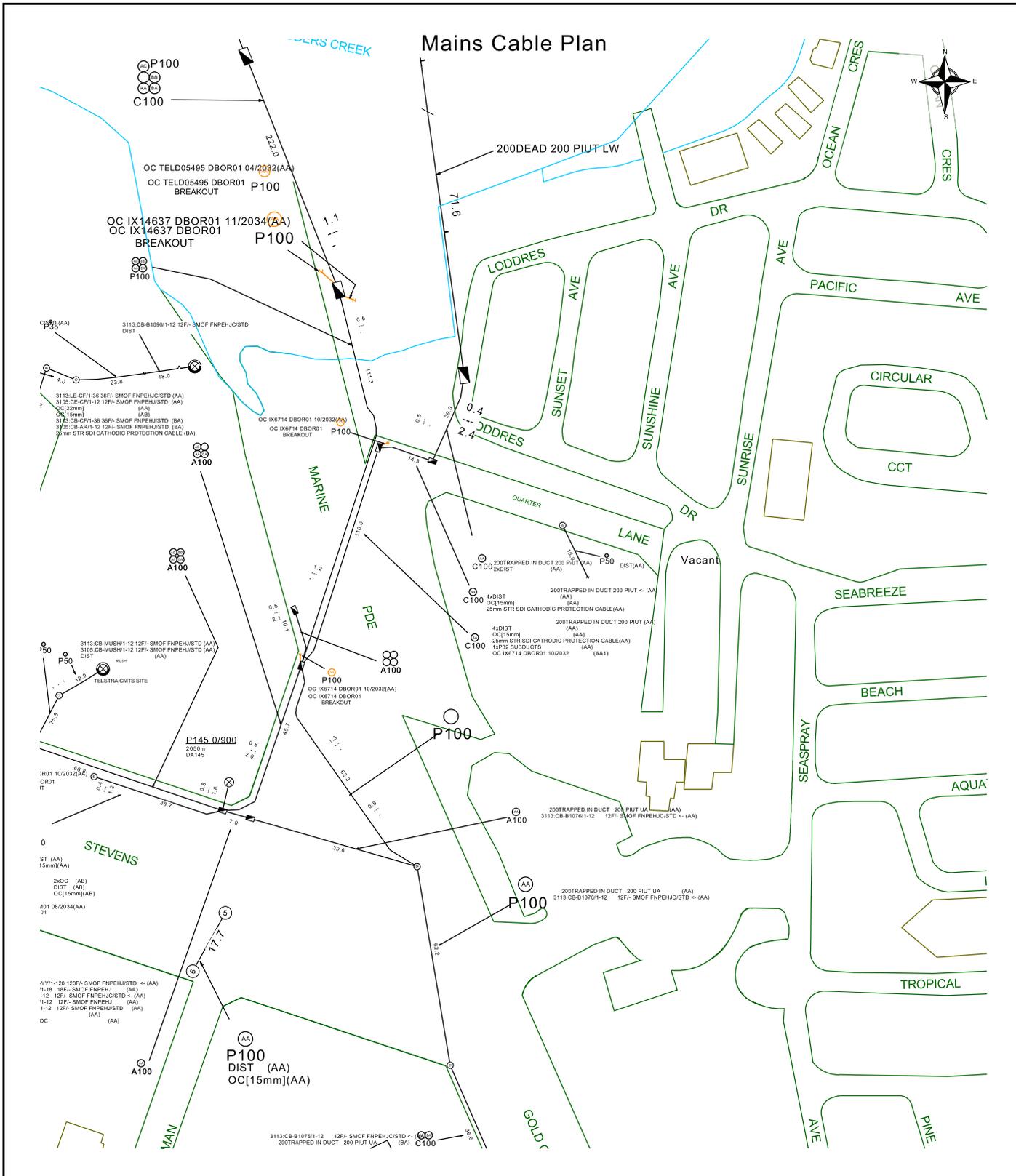
TELSTRA LIMITED A.C.N. 086 174 781
 Generated On 09/01/2026 06:03:59

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Mains Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 266402649

TELSTRA LIMITED A.C.N. 086 174 781
 Generated On 09/01/2026 06:04:10

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.
 See the Steps- Telstra Duty of Care that was provided in the email response.

General Information



Telstra highly recommends using Certified Locators.

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935



Before you Dig Australia – BEST PRACTISE GUIDES
<https://www.byda.com.au/before-you-dig/best-practice-guides/>



OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types. Dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
(Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).

[Email](#)
Telstra Protection & Relocation Fact Sheet: [Link](#)
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)
1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

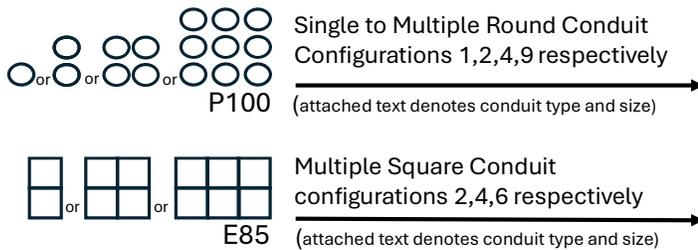
- **1.0m Mechanical Excavators, Farm Ploughing, Tree Removal**
- **500mm Vibrating Plate or Wacker Packer Compactor**
- **600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.**
- **1.0m Jackhammers/Pneumatic Breakers**
- **2.0m Boring Equipment (in-line, horizontal and vertical)**

LEGEND



	Lead-in terminates at a Customer Address
	Exchange Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	SMOF Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



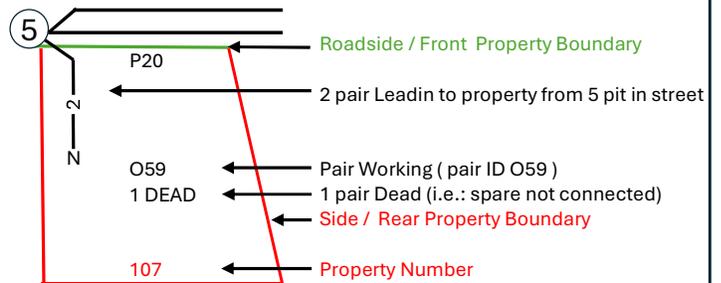
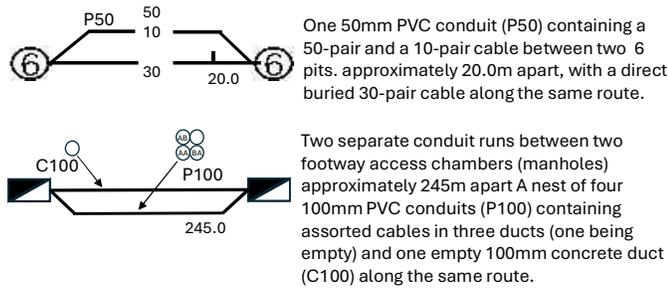
Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

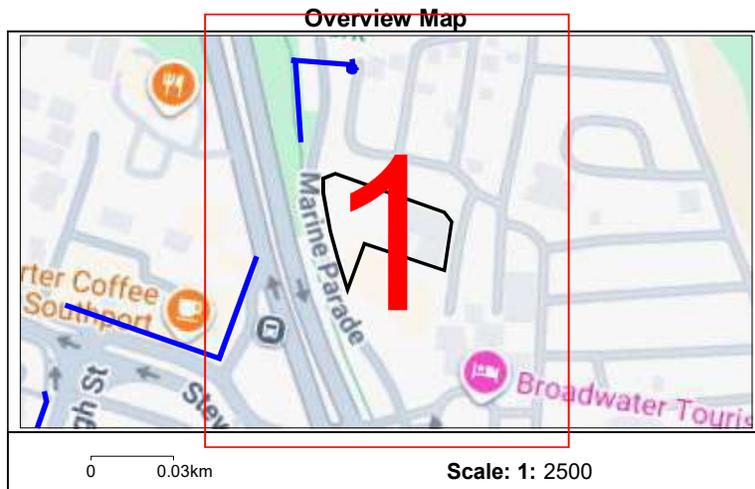
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

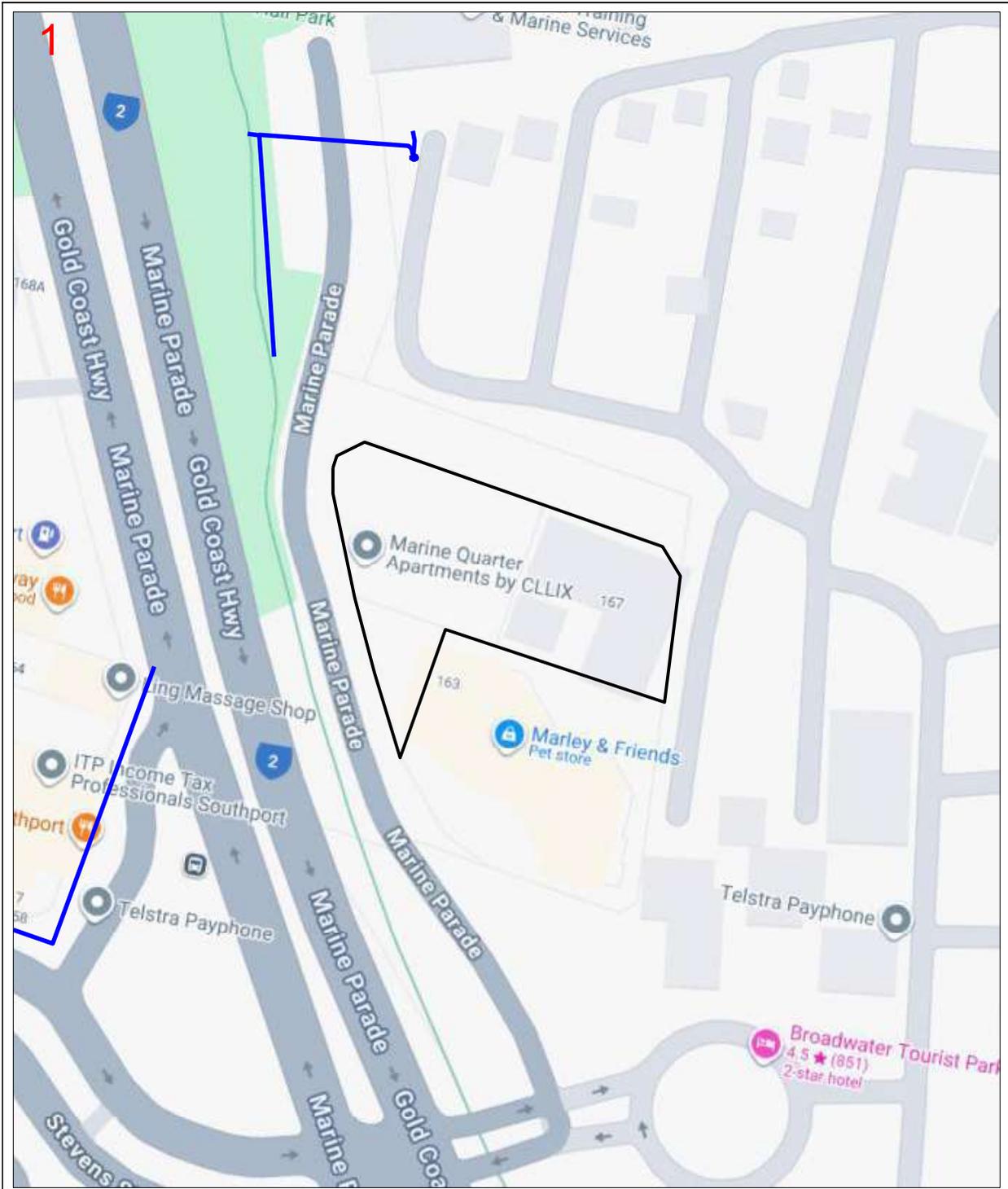
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal and vertical.
 - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

PRIVACY & CONFIDENTIALITY

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see www.tpg.com.au/about/privacy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



TPG Telecom Limited



Enquiry Number: 266402646

Map Sheet: 1

Scale: 1: 750

0 0.008km



LEGEND

BYDA Work Area



AAPT/PowerTel Pit



TransACT Pit



AAPT/PowerTel Duct



TransACT Duct



DDA Pit



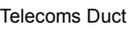
SOUL Pattinson Telecoms Pit



DDA Duct



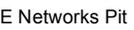
SOUL Pattinson Telecoms Duct



Agile/Adam Pit



PIPE Networks Pit



Agile/Adam Duct



PIPE Networks Duct



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