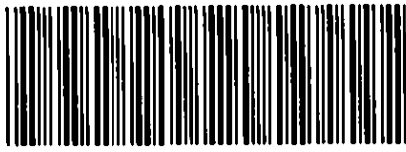


**BUILDING MANAGEMENT STATEMENT**

28



**707975414**

\$105.60

16/08/2004 10:28

Lodger (Name, address & phone number)  
McCullough Robertson Lawyers  
66 Eagle Street  
BRISBANE QLD 4000  
Phone: (07) 3233 8888  
Our ref: JGD:CRR715/2

Lodger  
**26**

**BE 450**

searchable registers in the land registry.

**1. Registered Owners**

CR Resorts Pty Ltd ACN 100 776 609 as trustee under instruments 706216368, 706216407, 706216401, 706216414, 706216420, 706216427, 706216433, 706216438, 706216445

**2. Lot on Plan Description of affected land County Parish Title Reference**

volumetric

Lot 20 on SP 156249  
Lot 21 on SP 156249

Ward  
Ward

To issue from 11661031,  
16633078, 18273009, 310043809  
14974205, 14974206, 14974207  
14974208, 14974209

**3. Execution**

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

- \* the attached schedule
- \* delete inappropriate words

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

Witnessing Officer

Execution Date

Signature of Registered Owner

*Ph. Brooker* signature  
PHILIP GEORGE BROOKER full name  
C. Dec. 65039 Qualification

20 / 07 / 2004

CR Resorts Pty Ltd ACN 100 776 609

Sole Director

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

Witnessing Officer

Execution Date

Signature of Registered Owner

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

/ /

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

Title Reference

**1. MANAGEMENT GROUP**

**1.1 Establishment**

The owners must establish a management group within 30 days of registration of this building management statement.

**1.2 Membership of management group**

Initially, each owner is a member of the management group. Upon creation of a body corporate for a community titles scheme over a lot, that body corporate will become a member of the management group in lieu of the original owner of the lot and in lieu of the owners of the lots which are then part of that body corporate community titles scheme.

**1.3 Representative**

Each owner must appoint one representative to represent that owner on the management group.

**1.4 Alternative representative**

A representative may appoint an alternate representative.

**1.5 Functions**

The management group must:

- (a) fulfil the obligations and duties given to it under this building management statement;
- (b) fairly and reasonably administer and manage the building, shared facilities and shared structures for the benefit of owners;
- (c) operate, maintain, repair and renew the shared facilities and shared structures;
- (d) appoint and control service contractors necessary to maintain and repair the utility services, utility infrastructure, the building, shared facilities and shared structures;
- (e) act reasonably in anything it does under this building management statement;
- (f) effect insurances required by this building management statement on behalf of the owners;
- (g) ensure compliance by owners with their obligations under this building management statement.

**1.6 Powers of management group**

In carrying out its functions, the management group may:

- (a) enter into service contracts;
- (b) employ service contractors;
- (c) carry out the work required to operate and maintain and repair the utility services, utility infrastructure, the building, shared facilities and shared structures;
- (d) modify, substitute or extend the shared facilities;
- (e) supervise the manager;
- (f) delegate any or all of its functions to a manager;
- (g) simultaneously with the manager, carry out any of the functions delegated to the manager, on behalf of the owners jointly.

**1.7 Term of management group**

The management group ceases on extinguishment of this building management statement.

## SCHEDULE

### Title Reference

#### 1.8 First meeting

Within thirty (30) days 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 the owners cannot agree on a convenient time the meeting must be held between 9.00am and 4.00pm on a business day nominated by the person responsible for registering this building management statement.

#### 1.9 Annual meeting

One meeting each year (called the 'annual meeting') must be held within 30 days of the anniversary of the first meeting.

#### 1.10 Management group to decide frequency of meeting

The management group may decide to hold meetings more frequently.

#### 1.11 Requested meetings

The management group must meet if an owner asks it to do so by giving a written notice. A meeting must be held within 30 days of the management group's receipt of a request to call it.

#### 1.12 Notice for meeting

A meeting of the management group is called by giving 14 business days written notice of meeting and an agenda to each of the owners.

#### 1.13 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.

#### 1.14 Quorum

A quorum for a management group meeting is all of the representatives (including alternate representatives).

#### 1.15 Voting

All decisions of the management group are to be decided by a unanimous decision. If there is a deadlock in the management group, an owner or representative of an owner may refer it to be resolved in accordance with clause 10 as if the deadlock was a dispute. Voting may be recorded in writing if the management group or a representative does not wish to meet to vote.

#### 1.16 Validity of resolution

A resolution is a valid resolution even if a notice of meeting and agenda are inadvertently not given to all owners entitled to a notice of meeting and agenda.

#### 1.17 Entitlement to vote

A representative may only vote if that representative's owner has paid all amounts due under this building management statement.

#### 1.18 Records

The management group must ensure that accurate minutes of its meetings and accurate records of all decisions are made.

#### 1.19 Distribution of minutes

The management group must ensure that a copy of minutes of its meetings are distributed to each of the owners within 30 days after a meeting.

#### 1.20 Records kept for seven (7) years

Agendas, minutes, motions, financial records and other records must be kept by the management group for seven (7) years.

## SCHEDULE

### Title Reference

#### 1.21 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.

#### 1.22 Time for inspection of records

The management group must allow an owner requiring an inspection to inspect the records at a reasonable time within 14 days of an application being made and the inspection fee being paid.

#### 1.23 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.

#### 1.24 Appointment of manager

The management group may appoint a manager on behalf of the owners (jointly). An 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.

#### 1.25 Removal of manager or dispute with manager

- (a) The management group may remove a manager.
- (b) If the management group and the manager are in dispute in respect of a matter, an owner or the management group or manager may refer it to be resolved in accordance with clause 10 as if this dispute was a dispute.

#### 1.26 Management group's right 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.

#### 1.27 Service contractors may enter lots

If the management group exercises its rights under clause 1.26, the management group may authorise service contractors to enter the building or a lot (and in the case of a lot, the management group must give the owner twenty-four (24) hours notice, except in an emergency) and remain in it for so long as is necessary to complete its work and at the expense of the owner of the lot.

#### 1.28 Service contractor's liability

If the management group authorises a service contractor to enter and remain (as referred to above), the management group and the owner of a lot do not incur any liability for damage arising out of the exercise of any rights under this paragraph other than for damage caused maliciously or negligently.

#### 1.29 No adverse effect

Anything done under this clause 1 must not unreasonably or adversely affect an occupier of a lot under a lease.

#### 1.30 Responsibility for actions of management group

The owners will be jointly responsible and liable for the actions of the management group. Where a representative acts outside the authority of the management group, the relevant owner will be responsible for the actions of that representative. The owners will, unless otherwise agreed, bear

**Title Reference**

equally all costs, damages, loss, expenses, levies, taxes and any other liability incurred by the management group on their behalf. The owners each have a right of contribution against the other with respect to any amounts paid by such an owner that are in excess of their share.

**1.31 Owner responsible for agents**

The owner of a lot will be responsible for taking all reasonable steps to ensure that its tenants, agents, representatives on the management group, licensees and all others authorised by the owner of the lot, comply with the terms of this building management statement.

**1.32 Management group agent for owners**

The management group acts on behalf of and as agent for the owners jointly.

**2. INSURANCE**

**2.1 Obligation to insure**

The owners must arrange insurance in accordance with this building management statement.

**2.2 Management group to obtain insurance**

- (a) Unless the owners agree differently (and that agreement is in writing), the owners authorise the management group to obtain insurance for the building (including each lot, shared facilities and shared structures) in the joint names of the owners.
- (b) If the management group agrees that the lots are to be insured separately, the separate policies must be held with the same insurance company.

**2.3 Type of insurance**

If the owners have not agreed differently under clause 2.2, 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 building, lots, shared facilities and shared structures including the cost of removing debris and the fees of architects and other professional advisers;
- (c) provide for the reinstatement of the building, lots, shared facilities and shared structures to their condition when new;
- (d) be placed with an Australian insurer authorised to write general insurance business under the *Insurance Act 1973 (Commonwealth)*;
- (e) include machinery breakdown insurance;
- (f) include a professional indemnity liability policy for members of the management group; and
- (g) include a public liability cover for a sum not less than that nominated by the management group.

**2.4 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 acknowledgement.

**2.5 Division of costs of insurance**

- (a) The costs of the insurance premium will be shared based on the risk associated with each owner's lot. To determine such risk, the management group will obtain a valuation of each lot's insurable risk from time to time.
- (b) Provided that, if the insurance premium increases as a result of the particular use to which an owner or occupier uses a lot the responsibility for the increase above the normal premium will be with the owner of that lot.

## SCHEDULE

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- (c) Any excess payable in respect to an insurance claim will be paid by the owner of the lot responsible for such claim.

#### 2.6 Separate lot insurance

If it is agreed under clause 2.2 that there will be separate insurance policies entered into in respect of each lot, the owner of each lot must:

- (a) insure against public liability for the lot for a sum not less than that nominated by the management group;
- (b) take out any other insurances reasonably required by the management group;
- (c) place the insurance with an Australian insurer authorised to write general insurance business under the *Insurance Act 1973 (Commonwealth)*;
- (d) if requested by the management group or an owner, produce a certificate of currency and a premium payment receipt or acknowledgement;
- (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 the owner takes out.

#### 2.7 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 to be maintained by a person, so long as the limit of insurance is not less than that required by this building management statement.

#### 2.8 Management group may insure lots

The management group may effect any insurance failed to be 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.

#### 2.9 Lot owner to pay for insurance

An owner must promptly repay to the management group or person effecting the insurance all premiums, costs and expenses incurred upon demand.

### 3. SUPPLY OF SERVICES

#### 3.1 Supply of utility services

Each owner grants to the other the right for the free and uninterrupted supply of utility services and other services or supplies to and from each other's lot through, over and along the utility infrastructure in each lot.

#### 3.2 Access for maintenance and repair of utility infrastructure

Each owner grants to the other the right for a service contractor appointed by the management group to enter onto each other'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 a lot.

#### 3.3 No interference

Owners and others bound by this building management statement must not interfere with the utility infrastructure or the supply of utility services. The owners must, at their own cost, install any appropriate metering (or similar equipment) to record the supply of services to their respective lots.

#### 3.4 Changing utility infrastructure

- (a) An owner may only relocate utility infrastructure within a lot with the written consent of the management group.

## SCHEDULE

### Title Reference

- (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.

### 3.5 Adding utility infrastructure

- (a) If it is for the overall benefit of the building, the management group may resolve to install additional utility infrastructure in the building.
- (b) The exercise by the management group of rights under this clause must not unreasonably interfere with the use and enjoyment of an owner or occupier's use of a lot.
- (c) The management group must make good any damage caused to a lot by the installation of the additional utility infrastructure.
- (d) If the additional utility infrastructure would not be classified as shared facilities, then the cost of installing the additional utility infrastructure is to be borne solely (or if more than one than in equal shares) by the owners of the lot or lots who enjoy the benefit of the additional utility infrastructure. If the additional utility infrastructure is classified as shared facilities, then the cost of installing the additional utility infrastructure will be apportioned as determined by the management group and failing agreement then in accordance with clause 8.

### 3.6 Residential Joint Facilities

- (a) In those areas of the building on the residential lot (marked 'B', 'C', 'D', 'E', 'F', and 'H' on the plans attached), there are facilities and associated equipment which are to service both lots ('Residential Joint Facilities'). It is acknowledged that the Residential Joint Facilities are for the joint benefit of the owners of the lots and their tenants, licensees and persons authorised by the owner of the lot.
- (b) The owner of the residential lot grants to the owner of the commercial lot and all persons authorised by the owner of the commercial lot the right at all reasonable times and for all purposes connected with the use of the commercial lot to have access to the Residential Joint Facilities for the purposes of use, maintenance and repair, inspection and cleaning.
- (c) The rights of the owner of the commercial lot under this clause may be exercised by the agents, tenants, licensees and contractors of the owner of the commercial lot. The owner of the commercial lot will ensure that any person exercising the owner's rights under this clause must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the residential lot.
- (d) The owner of the commercial lot will be responsible for the percentage of the costs associated with the use, maintenance and repair and cleaning the Residential Joint Facilities as set out in Schedule 1.
- (e) The owner of the commercial lot must assist in keeping the Residential Joint Facilities (including all connecting facilities and equipment) in good working order and condition. The owner of the commercial lot is responsible for any cost, loss or damage suffered by the owner of the residential lot if the owner of the commercial lot fails to do so.

### 3.7 Commercial Joint Facilities

- (a) In those areas of the building on the commercial lot (marked 'I', 'J' and 'N' on the plans attached), there are facilities and associated equipment which are to service both lots ('Commercial Joint Facilities'). It is acknowledged that the Commercial Joint Facilities are for the joint benefit of the owners and their tenants, licensees and persons authorised by the owner of the lot.
- (b) The owner of the commercial lot grants to the owner of the residential lot and all persons authorised by the owner of the residential lot the right at all times and for all purposes connected with the use of the residential lot to have access to the Commercial Joint Facilities for the purposes of use, maintenance and repair, inspection and cleaning.

## SCHEDULE

### Title Reference

- (c) The rights of the owner of the residential lot under this clause may be exercised by the agents, tenants, licensees and contractors of the owner of the residential lot. The owner of the residential lot will ensure that any person exercising the owner's right under this clause must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the commercial lot.
- (d) The owner of the residential lot will be responsible for the percentage of the costs associated with the use, maintenance and repair and cleaning the Commercial Joint Facilities as set out in Schedule 1.
- (e) The owner of the residential lot must keep the Commercial Joint Facilities (including all connecting facilities and equipment) in good working order and condition. The owner of the residential lot is responsible for any cost, loss or damage suffered by the owner of the commercial lot if the owner of the residential lot fails to do so.

### 3.8 Exhaust Risers

- (a) In certain areas of the building (marked 'P' on the plans attached) there is provision made for exhaust ducting to allow removal of kitchen smoke, odours and gases from the commercial lot which is then emitted from an exhaust stack situated elsewhere in the building ('**Exhaust Risers**'). The Exhaust Risers may be accessed through the residential lot. It is acknowledged that the Exhaust Risers are for the benefit of the owner of the commercial lot and the tenants, licensees and persons authorised by the owner of the commercial lot. The Exhaust Risers are not for the use of the owner of the residential lot.
- (b) The owner of the residential lot grants to the owner of the commercial lot and all persons authorised by the owner of the commercial lot the right at all times and for all purposes connected with the use of the commercial lot to have access to the Exhaust Risers for the purposes of inspection, maintenance and repair and cleaning.
- (c) The rights of the owner of the commercial lot under this clause may be exercised by the agents, tenants, licensees and contractors of the owner of the commercial lot. The owner of the commercial lot will ensure that any person exercising the owner's rights under this clause must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the residential lot.
- (d) The owner of the commercial lot will be responsible for all costs associated with the use, inspection, maintenance and repair and cleaning of the Exhaust Risers.
- (e) The owner of the commercial lot must keep the Exhaust Risers and associated facilities and equipment in good working order and condition. The owner of the commercial lot is responsible for any costs, loss or damage suffered by the owner of the residential lot, if the owner of the commercial lot fails to do so.

### 3.9 Waste water disposal (sewerage)

- (a) The following terms apply to those sewerage lines in the areas of the building (marked 'R' on the plans attached) which provide sewerage drainage to lots other than the lot in which they are contained.
- (b) These sewerage lines are considered the joint property of all lots that drain into these lines and are not the property of the local government or any service provider.
- (c) The local government or another service provider is not responsible for any maintenance to repair these sewer lines upstream of their connection point.
- (d) Full unencumbered access for the purposes of repair or maintenance to these lines is guaranteed to all owners of a lot by other owners of a lot.
- (e) Costs for repair and maintenance of these lines are the responsibility of the management group and, where urgency exists, can be borne by any owner of a lot with referral to the management group for immediate reimbursement.



## SCHEDULE

### Title Reference

#### 3.10 Limited Access Rights to Pool/Spa Plant Room

- (a) The owner of that part of the commercial lot identified as area 'T' on the plans attached (referred to as 'Owner T') has a right to place plant and equipment necessary for the operation of a hydrotherapy pool (eg: pump, motor and filter system) in that part of the residential lot marked 'U' on the plans attached (referred to as 'Area U').
- (b) For so long as Owner T has plant and equipment in Area U as provided in paragraph (a), Owner T has a limited right to access Area U for the purposes of maintaining, servicing, repairing and replacing the plant and equipment necessary for the operation of a hydrotherapy pool.
- (c) The rights of Owner T under this clause may be exercised by the agents, tenants, licensees and contractors of that Owner T provided that Owner T will ensure that any person exercising the rights of Owner T under this clause must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to the residential lot.
- (d) Owner T will be responsible for the percentage of the costs associated with the use, maintenance, repair and cleaning of Area U allocated to the Commercial Lot as set out in Schedule 1.
- (e) Owner T must assist in keeping Area U in a neat, tidy and clean condition and in good order. Owner T is responsible for any cost, loss or damage suffered by the owner of the residential lot if Owner T fails to do so.
- (f) Subject to this clause, Area U is for joint benefit of the owners of residential lots and Owner T and their tenants, licensees and persons authorised by the owner of one of those lots.

#### 4. ACCESS TO LOTS

##### 4.1 Vehicular and Pedestrian access in favour of the residential lot

- (a) The owner of the commercial lot grants to the owner and occupiers for the time being of the residential lot and all persons authorised by them (in common with all others having the same right) the right to use the areas marked 'A' and 'K' on the plans attached ('A and K Areas') for vehicular and pedestrian access to and from the basement car park and for the removal of garbage.
- (b) The owner of the commercial lot will ensure unimpeded access over the A and K Areas. Use of the A and K Areas will be shared with the owner of the commercial lot and all persons authorised by it. The owner of a residential lot will not impede access to or over the A and K Areas except to the limited extent contemplated by this clause 4.1.
- (c) The owner of the commercial lot will be responsible for maintenance and repair of the A and K Areas and to keep those areas in good condition and appearance and the costs will be shared as set out in Schedule 1.

##### 4.2 Pedestrian access in favour of the residential lot

- (a) The owner of the commercial lot grants to the owner and occupiers for the time being of the residential lot and persons authorised by them (in common with all others having the same right) the right to use those areas of the commercial lot usually used for pedestrian access being the areas marked 'M', 'Q' and 'S' on the plans attached ('M, Q and S Pedestrian Access') for pedestrian access.
- (b) The owner of the commercial lot will ensure unimpeded access over the M, Q & S Pedestrian Access areas. The use of M, Q and S Pedestrian Access areas will be shared with the owner of the commercial lot and all persons authorised by the owner of the commercial lot. The owner of a residential lot will not impede access to or over the M, Q and S Pedestrian Access areas except to the limited extent contemplated by this clause 4.2.

**Title Reference**

- (c) The owner of the commercial lot will be responsible for maintenance and repair of M, Q and S Pedestrian Access areas and to keep those areas in good condition and appearance and the costs will be shared as set out in Schedule 1.

**4.3 Vehicular and pedestrian access in favour of the commercial lot**

- (a) The owner of the residential lot grants to the owner and occupiers for the time being of the commercial lot and all persons authorised by them (in common with all others having the same right) the right to use the area marked 'O' on the plans attached ('O Area') for vehicular and pedestrian access.
- (b) The owner of the commercial lot will ensure unimpeded access over the O Area. Use of the O Area will be shared with the owner of the residential lot and all persons authorised by it. The owner of the commercial lot will not impede access to or over the O Area except to the limited extent contemplated by this clause 4.3.
- (c) The owner of the residential lot will be responsible for maintenance and repair of the O Area and the costs will be shared as set out in Schedule 1.

**4.4 Pedestrian access in favour of the commercial lot**

- (a) The owner of the residential lot grants to the owner and occupiers for the time being of the commercial lot and persons authorised by them (in common with all others having the same right) the right to use those areas of the residential lot usually used for pedestrian access being the area marked 'L' on the plans attached ('L Pedestrian Access') for pedestrian access.
- (b) The owner of the residential lot will ensure unimpeded access over the L Pedestrian Access areas. The use of L Pedestrian Access areas will be shared with the owner of the residential lot and all persons authorised by the owner of the residential lot. The owner of the commercial lot will not impede access to or over the L Pedestrian Access areas except to the limited extent contemplated by this clause 4.4.
- (c) The owner of the residential lot will be responsible for maintenance and repair of L Pedestrian Access areas and to keep those areas in good condition and appearance and the costs will be shared as set out in Schedule 1.

**4.5 Car parking/Visitors**

- (a) The owner of the commercial lot grants to the owners and occupiers for the time being of the residential lot and all others authorised by them the right to use at least 16 of the car parking areas on Basement Level 1 immediately adjacent to the area marked 'A' on the plans attached ('Visitor Car Parking Areas'). It is acknowledged that the Visitor Car Parking Areas are for the joint benefit of the owners of each of the commercial lots and the tenants, licensees and persons authorised by the owner and persons visiting the owner and its tenants and licensees.
- (b) The owner of the commercial lot will use all reasonable endeavours to ensure unimpeded access to and use of the Visitor Car Parking Areas.
- (c) The owner of the commercial lot will be responsible for the maintenance and repair of the Visitor Car Parking Areas and to keep those areas in good condition and appearance and the costs will be shared as set out in Schedule 1.

**4.6 Car parking/Disabled visitors**

- (a) The owner of the residential lot grants to the owners and occupiers for the time being of the commercial lot and all others authorised by them the right to use the two car parking areas on the ground level immediately adjacent to the front of the building being part of the area marked 'O' on the plans attached ('Disabled Car Parking Areas'). It is acknowledged that the Disabled Car Parking Areas are for the joint benefit of the owners of each of the lots and the tenants, licensees and persons authorised by the owner and disabled persons visiting the owner and its tenants and licensees.

## SCHEDULE

### Title Reference

- (b) The owner of the residential lot will use all reasonable efforts to ensure unimpeded access to and use of the Disabled Car Parking Areas.
- (c) The owner of the residential lot will be responsible for the maintenance and repair of the Disabled Car Parking Areas and to keep those areas in good condition and appearance and the costs will be shared as set out in Schedule 1.

#### 4.7 Service areas

- (a) The owner of the commercial lot grants to the owner and occupiers for the time being of the residential lot and all persons authorised by them (in common with all others having the same right) the right to use the area marked 'K' on the plans attached ('Service Areas').
- (b) The owner of the residential lot will ensure unimpeded access over the Service Areas. Use of the Service Areas will be shared with the owner of the commercial lot and all persons authorised by it. The owner of the residential lot will not impede access to or over the Service Areas except to the limited extent contemplated by this clause 4.7.
- (c) The owner of the commercial lot will be responsible for maintenance and repair of the Service Areas and to keep those areas in good condition and appearance and the costs will be shared as set out in Schedule 1.

#### 4.8 No interference

All those bound by this building management statement must not unreasonably interfere with or restrict the rights of access created by this building management statement and must ensure that the rights created by this building management statement are not impeded.

#### 4.9 Parking in vehicle access areas

An owner or occupiers of a lot or those authorised by them must not impede traffic and must not park any portion of a vehicle in a vehicular access area or any other area other than in nominated parking areas. Every owner or occupier of a lot consents to their vehicle being towed or otherwise moved if the vehicle is left standing in contravention of the terms of this building management statement or any rules made by the management group under this building management statement.

#### 4.10 No interference during maintenance and repair

An owner effecting maintenance and repairs to a pedestrian or vehicle access area must do so expeditiously and must not unreasonably interfere with the use and enjoyment of them.

### 5. SHARED FACILITIES

#### 5.1 Shared facilities and access in favour of the residential lot

- (a) The owner of the commercial lot grants to the owner of the residential lot for the time being and all persons authorised by it (in common with all others having the same rights) the right at all times and for all purposes connected with the use of the residential lot to have access to the shared facilities which exist on the commercial lot.
- (b) The owner of the commercial lot will ensure unimpeded access to such areas is given to all persons at all times in accordance with this clause and the cost of cleaning, maintenance and repair of the area will be shared in accordance with the provisions of clause 8.
- (c) The owner of the commercial lot will keep such areas in good condition.

#### 5.2 Shared facilities and access in favour of the commercial lot

- (a) The owner of the residential lot grants to the owner of the commercial lot for the time being and all persons authorised by it (in common with all others having the same rights) the right at all times and for all purposes connected with the use of the commercial lot to have access to the shared facilities which exist on the residential lot.

**Title Reference**

- (b) The owner of the residential lot will ensure unimpeded access to such areas is given to all persons at all times in accordance with this clause and the cost of cleaning, maintenance and repair of such areas will be shared in accordance with the provisions of clause 8.
- (c) The owner of the residential lot will keep such areas in good condition.

**5.3 Access to shared facilities generally**

Each of the owners grant to the other owner and all persons authorised by them (in common with all others having the same right) the right at all times and for all purposes connected with the owner's use of the shared facilities (but not for any other purpose) to use any entrance ways, pathways, landings, passages, lifts and stairways and other reasonable areas within an owner's lot for entry to and exit from the shared facilities.

**5.4 Access to shared facilities for repair and maintenance**

Each owner grants the other owner the right for the manager or 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 shared structures and shared facilities. 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.

**6. SUPPORT AND SHELTER**

**6.1 Right to support and protection**

Each owner grants to the other owner 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.

**6.2 Right to shelter and protection**

Each owner grants to the other owner a right of shelter and protection from the owner's lot for the purpose of giving shelter and protection to an owner's lot.

**6.3 Access for maintenance and repairs**

Each owner grants to each of the other owners 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.

**6.4 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.

**7. SHARED STRUCTURES**

**7.1 Shared structures for benefit of both lots**

The shared structures are for the benefit of the owners and occupiers of both lots.

**7.2 Access to shared facilities structures**

Each owner grants to the other owner and occupiers for the time being of lots and all persons authorised by them (in common with all others having the same right) the right at all times and for access purposes connected with the owner's use of the shared structures that are allowed under this building management statement (but not for any other purpose) to use any entrance ways, pathways,

## SCHEDULE

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landings, passages, lifts and stairways and other reasonable areas within an owner's lot for access to the shared structures.

#### 7.3 Vehicular access to shared structures

An owner of a lot which includes a driveway, roadway or other means of vehicular access to the shared structures or a part of the shared structures grants to all other owners and occupiers and those authorised by them (in common with all others having the same right) the right to pass and re-pass at all times over and along the driveways, roadways or other means of vehicular access on or in the owner's lot and with or without vehicles of any description, equipment and by foot for access purposes connected with an owner's use and enjoyment of the shared structures that is allowed under this building management statement but not for any other purpose.

#### 7.4 Access to shared structures for repair and maintenance

Each owner grants to the other owner the right for the manager or 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 shared structures. 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.

#### 7.5 Costs of repair, maintenance or replacement

Unless otherwise provided for in this building management statement, the costs of any maintenance and repair of any or all of the shared structures will be borne in the proportion as calculated in clause 8.

#### 7.6 Payment of costs

The owner of each lot must pay the amount of their proportion of costs determined under clause 7.5 in the manner and within the time set by the management group.

### 8. APPORTIONMENT OF COSTS

#### 8.1 Operating, cleaning and maintenance costs

Unless otherwise provided for in this building management statement (e.g. refer Schedule 1), the costs of operating, lighting, maintenance and repair of any or all of the shared facilities, shared structures and other areas specifically referred to in this building management statement will be shared between the owners in a fair and equitable way and where reasonably practicable on a 'user pays' basis and having regard to all relevant criteria as is appropriate including:

- (a) frequency of use of an area by respective owners;
- (b) the nature of an activity carried on in an area by a particular owner;
- (c) the impact of that activity on the area or facility concerned;
- (d) the comparison of floor areas between that of a relevant area used by an owner with a total floor area of an area (for which a cost can be calculated) of which the relevant area forms part.

#### 8.2 Payment of proportion

Each owner must pay the amount of their proportion of costs determined under clause 8.1 in the manner and within the time set by the management group. The representatives on the management group must share information, act reasonably and negotiate in good faith to agree upon the sharing of costs under clause 8.

#### 8.3 Annual budgets

The management group may prepare a budget for each year's forecast expenditure and issue quarterly statements in advance for payment by each of the owners. Within 90 days at the end of each year, an account of all income and expenditure will be prepared by the management group and any adjustment in payment made based on such final calculations.

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**8.4 Dispute notification**

If the management group cannot agree upon how the costs referred to in this clause 8 are to be shared on a user pays basis, a representative may give to the management group a dispute notice under clause 10. The notice will include the following details in addition to those set out in clause 10.2:

- (a) the amount or percentage that, in the reasonable opinion of the representative, represents a fair and equitable apportionment between the owners;
- (b) the basis or method of arriving at the amount or percentage referred to in clause 8.4 (a);
- (c) any facts and circumstances that support the representative's opinion and upon which the representative relies; and
- (d) copies of any relevant expert opinions, data, correspondence or information which in the representative's reasonable opinion will allow an informed decision to be made on the fair and equitable apportionment of the relevant costs.

**8.5 Default apportionment**

Until the management group can agree to or resolve any dispute about the apportionment of costs under this clause 8, the apportionment of costs will be determined as follows:

- (a) costs associated with car parking areas or access to car parking areas will be shared on the basis of the number of car parks for the commercial lot and the number of car parks for the residential lot; and
- (b) for all other areas, facilities and structures the costs will be shared on the basis that the owner of the residential lot will pay for its share based on the residential floor area and the owner of the commercial lot will pay its share based on the commercial floor area in the proportion that those areas represent part of the total of the commercial floor area and residential floor area.

**8.6 Change of apportionment**

Where the amount of a shared cost or shared costs have been agreed to or determined under this clause 8, the owners will share the costs as determined or agreed. This may be changed if:

- (a) the proposed change will more fairly divide costs on a user pays basis; or
- (b) the building changes in a material way; or
- (c) the use of the relevant facility, structure or area changes in a material way.

**8.7 Dispute on change of apportionment**

If a representative gives a written notice to the management group to change the amount of costs to be shared and the management group cannot agree on the change within thirty (30) days, a representative may give a dispute notice to the management group under clause 10. Until the change in the cost or costs has been agreed to or determined, the parties will observe the existing agreement or determination.

**9. ARCHITECTURAL, SIGNAGE AND LANDSCAPING STANDARDS**

**9.1 Management group may agree on standards**

The management group may agree upon the architectural, signage and landscaping standards for the building. The management group must ensure that the architectural, signage and landscaping standards for the building are of a high quality standard in keeping with the intention of the parties that the building maintain a high reputation for accommodation and commercial purposes.

**9.2 Owners may request standards**

An owner may request the management group to determine and publish architectural, signage and landscaping standards for the building.

## SCHEDULE

### Title Reference

#### 9.3 Provision of standards

The management group must provide a copy of the architectural, signage and landscaping standards to an owner on request.

#### 9.4 Owners to comply

An owner must comply with all architectural, signage and landscaping standards under this building management statement.

#### 9.5 Gardens in a lot

The owner of the lot must, at its own cost, ensure that the lawns, gardens and landscaping on the lot are kept in a neat and healthy condition including watering, fertilising and weeding.

#### 9.6 Signage standards

Signage that is normally (or is meant to be) visible to the public in or around the building will not be erected or varied without the consent of the management group. Despite clause 9.1, the management group will agree upon signage standards for the building. The signs on the building and around the building that exist during the period 21 days after registration of the building format plan for the lot will be deemed approved by the management group. Repair and replacement of existing approved signage with new signage that is of similar design, colour and size does not need management group approval.

#### 9.7 Architectural approval

Notwithstanding any other provisions of this building management statement, the owner of a lot will not place any improvements, chattels or furniture in the area immediately outside the lot unless:

- (a) the consent of the management group is obtained; or
- (b) MPS Architects approve such improvement, chattel or furniture (the cost of such approval to be borne by the applicant owner).

#### 9.8 Original owner's confirmation of signage

At the first meeting of the management group, the original registered owner may provide a record of all public signage on or around the building. The original owner may indicate in that record which lot benefits from which signage and where the benefit of any signage is a shared benefit.

#### 9.9 Costs of signage

Where signage benefits one owner, that owner will be responsible for maintenance and repair of the signage to keep it in good condition and will be responsible for the costs of maintenance and repair of the signage. Where signage benefits more than one owner, the costs will be shared according to clause 8. Where the signage benefits a lot and the signage is located on another lot, the owner of that lot will allow access to the signage for maintenance and repair.

#### 9.10 Not to interfere or obscure

The owner of a lot will not interfere with or obscure any signage on the lot that is for the benefit of the other lot.

### 10. DISPUTE RESOLUTION

#### 10.1 Notice of dispute

If a dispute exists, an owner may give a notice of it (a 'dispute notice'). If the dispute relates to the apportionment of costs under clause 8, a dispute notice may be given only by a representative of the owner.

#### 10.2 Form of notice

A dispute notice must:

Title Reference

- (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.

**10.3 Mediation**

If the dispute is not resolved within one (1) month 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 under the *Dispute Resolution Centres Act 1990* located nearest to the building to be the mediator.

**10.4 Mediation procedure**

The parties must mediate the dispute according to the procedures applying under the *Dispute Resolution Centres Act 1990*.

**10.5 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.

**10.6 Appointment of adjudicator**

If the owners cannot agree on an adjudicator within seven (7) days after an adjudication notice is given, an owner may ask the mediator appointed under clause 10.3(b) to:

- (a) appoint a person who has the qualifications, experience or standing appropriate for acting as an adjudicator for the dispute; and
- (b) tell the parties the amount which must be paid by each party for the adjudication.

**10.7 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 persons whom the adjudicator considers helpful in resolving the issues raised by the dispute notice and may inspect documents and collect information for that purpose;
- (c) must observe the rules of natural justice;
- (d) must act as quickly as is consistent with a fair and proper consideration of the dispute;
- (e) is not bound by the rules of evidence;
- (f) must determine the dispute within one (1) month of being appointed;
- (g) must give a decision and written reasons for the decision within fourteen (14) days of determining the dispute.

**10.8 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.



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**10.9 Costs of adjudication**

The owners must share equally the costs of the adjudicator unless the adjudicator orders otherwise.

**10.10 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 Lot owner's rules**

The owner of a lot may make rules and security arrangements for the lot. The rules and security arrangements may concern the use and operation of improvements, pedestrian access, vehicular access and other shared facilities but rules may not be made that restrict or interfere with a right granted under this building management statement.

**11.2 Management group rules**

The management group may make rules and security arrangements concerning the building, shared facilities and the shared structures and any other areas over which owners and others have rights of access or support and shelter.

**11.3 Maintenance of services and facilities**

The management group may make and publish rules and take any action reasonably necessary to ensure that the utility services, utility infrastructure, the building, shared facilities and the shared structures are maintained to a high standard.

**11.4 Service contractors**

- (a) Only approved contractors may be used by an owner in relation to matters referred to in clause 11.4(b).
- (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 and shared structures;
  - (ii) means of pedestrian access;
  - (iii) means of vehicle access;
  - (iv) the common support and shelter supports; and
  - (v) the building,and provide a copy to the owners.

**12. TERMINATION**

**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 who 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**

The building management statement may be terminated if:

**Title Reference**

- (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 about termination issues is entered into between:
  - (i) all owners; and
  - (ii) each lessee under a written lease in respect of whole or part of the building.

**12.4 Statement of extinguishment**

The owners must prepare and sign a statement of extinguishment of the building management statement as required under the Land Title Act 1994 which must be lodged in the Department of Natural Resources.

**12.5 Procedure upon extinguishment**

Upon extinguishment of this building management statement the liabilities of the management group vest severally in the owners in their respective 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 during the remainder of their terms. The owners must contribute to the cost of any service contracts according to the provision of this building management statement or as agreed or otherwise in accordance with clause 8.

**12.7 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 their custodian who must retain the records for seven (7) years from the date of extinguishment.

**12.8 Costs of keeping records**

The owners must fix and contribute equally to the costs of the custodian appointed.

**13. GENERAL**

**13.1 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 continue to charge any new lots created.

**13.2 Non-interference**

An owner and any person bound by this building management statement must not interfere with a right given under this building management statement.

**13.3 Owners and others to comply**

All owners must comply and must take reasonable steps to ensure their employees, contractors, agents, tenants, invitees and licensees are aware of and comply with this building management statement.

**13.4 Obligations**

The owners must act reasonably and in good faith in pursuing and ensuring the observance of the aims and objectives of this 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.

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**13.5 Indemnity**

An owner must indemnify other owners and the management group from and against all actions, claims, suits, proceedings, costs and expense for any loss, damage, injury or death to any person or any property arising directly or indirectly from the exercise by the owner or any person claiming under that owner or their employees, agents, invitees or licensees of the rights and licences established in this building management statement.

**13.6 Details to be given**

Each of the owners must advise each other and the management group of the following and any changes from time to time:

- (a) address for service;
- (b) telephone number;
- (c) facsimile number;
- (d) emergency contact telephone number;
- (e) representative; and
- (f) representative's telephone number.

**13.7 How notice to be given**

A notice required or permitted to be given under this building management statement must be in writing. It may be given:

- (a) by personal delivery to the addressee; or
- (b) by leaving it at the last known address of the addressee; or
- (c) be sent by pre-paid ordinary post to the last known address of the addressee; or
- (d) sent to the last known facsimile number of the addressee.

**13.8 When notice is given**

A notice is taken to be given:

- (a) on the second business day after posting (if sent by post);
- (b) by 4.00pm on the business day a facsimile is sent, but otherwise on the next business day, unless the sender is aware or ought reasonably to be aware that the transmission is impaired.

**13.9 Community titles scheme over a lot**

- (a) Where a community titles scheme is established over a lot, the body corporate for the community titles scheme established over that lot will become responsible for the obligations on and will be entitled to the rights of the owner of that lot under this building management statement.
- (b) The residential lot is to be subdivided and become a community titles scheme with a body corporate. In that case, the body corporate for the community titles scheme for the residential lot (i.e. the residential body corporate) will become the entity responsible for the obligations and rights of the owner of the residential lot under this building management statement.
- (c) The commercial lot may be subdivided and become a community titles scheme with a body corporate. In that case, the body corporate for the community titles scheme for the commercial lot will become the entity responsible for the obligations and rights of the owner of the commercial lot under this building management statement.

**13.10 Continuing application of development permits**

- (a) It is acknowledged that all development permits, as are applicable, including those issued prior to the creation of any lot, will continue to apply over the site on which the building is located. In

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particular, conditions contained in the development permits pertaining to the following issues, concerning the overall development, continue to apply to all lots jointly and severally:

- (i) car parking requirements;
  - (ii) landscaping requirements;
  - (iii) health and safety regulations;
  - (iv) environmental issues;
  - (v) ongoing maintenance;
  - (vi) retail and commercial tenancy restrictions;
  - (vii) public access; and
  - (viii) amenity.
- (b) Each owner of a lot grants to each other owner of a lot all rights of access to or use of any lot as may be necessary to enable another owner of a lot to comply with its obligations (if any) and the conditions and other requirements of any applicable development permit, and/or to enable another owner of a lot to take the benefit of services or facilities provided for the building as a whole pursuant to conditions and other requirements of such development permit.
- (c) All proposed uses of a lot should be assessed against relevant conditions of the development permits.
- (d) Nothing in this building management statement alleviates the need to observe conditions of the development permits, relevant legislation, local laws and planning instruments.
- (e) It is acknowledged that, in the event of non compliance with any development permit, legislation or local laws, planning instruments by any owner of a lot under shared use or common arrangements, the local government reserves the right to issue enforcement and rectification action under the *Integrated Planning Act* against offending owners of lots, jointly or severally.

## 14. INTERPRETATION

### 14.1 Interpretation

In this building management statement:

- (a) headings are for convenience and do not affect the interpretation of this building management statement;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes all genders;
- (d) a reference to a statute, regulation, proclamation, ordinance or by-law includes all variations, consolidations or replacement of them;
- (e) a reference to an officer of an association or board or body ('association') which has ceased to exist includes the most senior officer of the organisation established in place of the association to serve substantially the same purpose.

### 14.2 Definitions

In this building management statement, unless the context otherwise requires:

- (a) **adjudicator** means the person appointed under clause 10.5 or 10.6;
- (b) **adjudication notice** means a notice given for the purposes of clause 10.5;
- (c) **building** means the building to which this building management statement applies;
- (d) **building management statement** means this building management statement;
- (e) **business day** means a day other than a Saturday, Sunday or public holiday on the Gold Coast;

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- (f) **commercial body corporate** means the body corporate that comes into existence under the *Body Corporate and Community Management Act 1997* which administers the community titles scheme over the commercial lot;
- (g) **commercial floor area** means the total area of the lot/s to comprise the commercial lot as at the date of registration of the building management statement;
- (h) **commercial lot** means Volumetric Lot 21 in SP 156249;
- (i) **damage** means for coverage under insurance required to be put in place under this building management statement:
  - (i) earthquake, explosion, fire, lightning, storm, tempest, flood and water damage; and
  - (ii) glass breakage; and
  - (iii) damage from impact, malicious act and riot;
- (j) **development permit** means any relevant approval obtained from the local government with respect to the development of the site on which the building is located, including, without limitation any amendments to such approvals and the conditions contained in the Planning and Environment Court Consent Order BD 1267 between Grandsurf Holdings Pty Ltd ACN 074 781 141 and the local government;
- (k) **dispute** means a state of affairs where the owners of the commercial lot and the residential lot (or their representatives on the management group) cannot reach agreement;
- (l) **dispute notice** means a notice given under clause 10.2;
- (m) **external influences** means any act including structural damage or defects damage by fire, lightning, tempest, earthquake, flood, explosion, falling objects, acts of God or acts of enemies of the State, riots, sabotage, terrorism or damage or defects which arise unintentionally and without negligence;
- (n) **local government** means the Council of the City of the Gold Coast;
- (o) **lot** has the same meaning as in the *Land Title Act 1994* and is a lot in the building;
- (p) **maintenance and repair** means cleaning, maintaining, inspecting, repairing, replacing, altering and renewing, refurbishing and upgrading;
- (q) **manager** means the manager appointed under clause 1.24;
- (r) **management group** means the management group established under clause 1.1;
- (s) **mediation notice** means a notice given under clause 10.3;
- (t) **owner** means the owner of the commercial lot or the owner of the residential lot;
- (u) **owner of a lot** means the person who is, or is entitled to be, the registered owner of the lot and includes:
  - (i) mortgagee in possession of the lot; and
  - (ii) if, under the Land Title Act 1994, two or more persons are the registered owners, or are entitled to be the registered owners, of the lot – each of the persons,subject to clause 1.2,
- (v) **residential lot** means Lot 20 on SP 156249;
- (w) **residential body corporate** means the Body Corporate for Wings Residential Resort & Spa Community Titles Scheme;
- (x) **residential common property** means the common property of the residential body corporate;
- (y) **residential floor area** means the total area of all lots that are included in Wings Residential Resort & Spa Community Titles Scheme and does not include common property areas;

## SCHEDULE

### Title Reference

- (z) **shared facilities** are the services, facilities, machinery, equipment and other things, including utility infrastructure, that more than one of the lots in the building use and without limiting the generality of the above, includes those facilities described in schedule 1;
- (aa) **shared structures** are the structures of the building which form a common boundary between two or more lots or which provide support, protection or shelter between two or more lots or structures where the benefit of enjoyment of the structure accrues to two or more lots;
- (bb) **utility infrastructure** means cables, wires, pipes, sewers, drains, ducts, conduits, laser and optical fibres, and electronic data or impulse communication, transmission or reception systems and any other equipment or means by which lots are supplied with utility services;
- (cc) **utility services** means:
  - (i) water reticulation or supply; or
  - (ii) gas reticulation or supply; or
  - (iii) electricity supply; or
  - (iv) air conditioning; or
  - (v) telephone service; or
  - (vi) computer, data or television service; or
  - (vii) sewer system or drainage; or
  - (viii) a system for the removal or disposal of garbage or waste; or
  - (ix) any other system or service designed to improve the amenity or enhance the enjoyment of lots.

**SCHEDULE**

**Title Reference**

**SCHEDULE 1**

**SHARED FACILITIES**

LABEL		PURPOSE	APPORTIONMENT OF COSTS BETWEEN LOTS (%)	
On Residential Lot	On Commercial Lot		Residential Lot	Commercial Lot
	A	Access – Vehicular and Pedestrian	75	25
B		Cold Water Booster Pumps and Portable Water Storage	90	10
C		Main Electrical Switchroom	90	10
D		Sprinkler Valve Pump Room	90	10
E		Communications Room	90	10
F		Sprinkler Tank Room	90	10
G		Air Intake	75	25
H		Combined Hydrant Pump and Tank Room	90	10
	I	Car Park Supply Air Plant Room	75	25
	J	Car Park Exhaust Plant Room	75	25
	K	Access – Vehicular and Pedestrian	10	90
L		Access – Pedestrian	90	10
	M	Access – Pedestrian	90	10
	N	Energex Padmount Transformer	90	10
O		Access – Vehicular and Pedestrian	90	10
P		Exhaust Riser	0	100
	Q	Access – Pedestrian	100	0
	R	Sewer Line	75	25
	S	Access - Pedestrian	50	50
U		Access to locate and maintain plant and equipment	90	10

**SCHEDULE**

**Title Reference**

**ANNEXURE  
TO  
BUILDING MANAGEMENT STATEMENT  
PLANS SHOWING AREAS 'A' TO 'S'**

**(as per attached)**

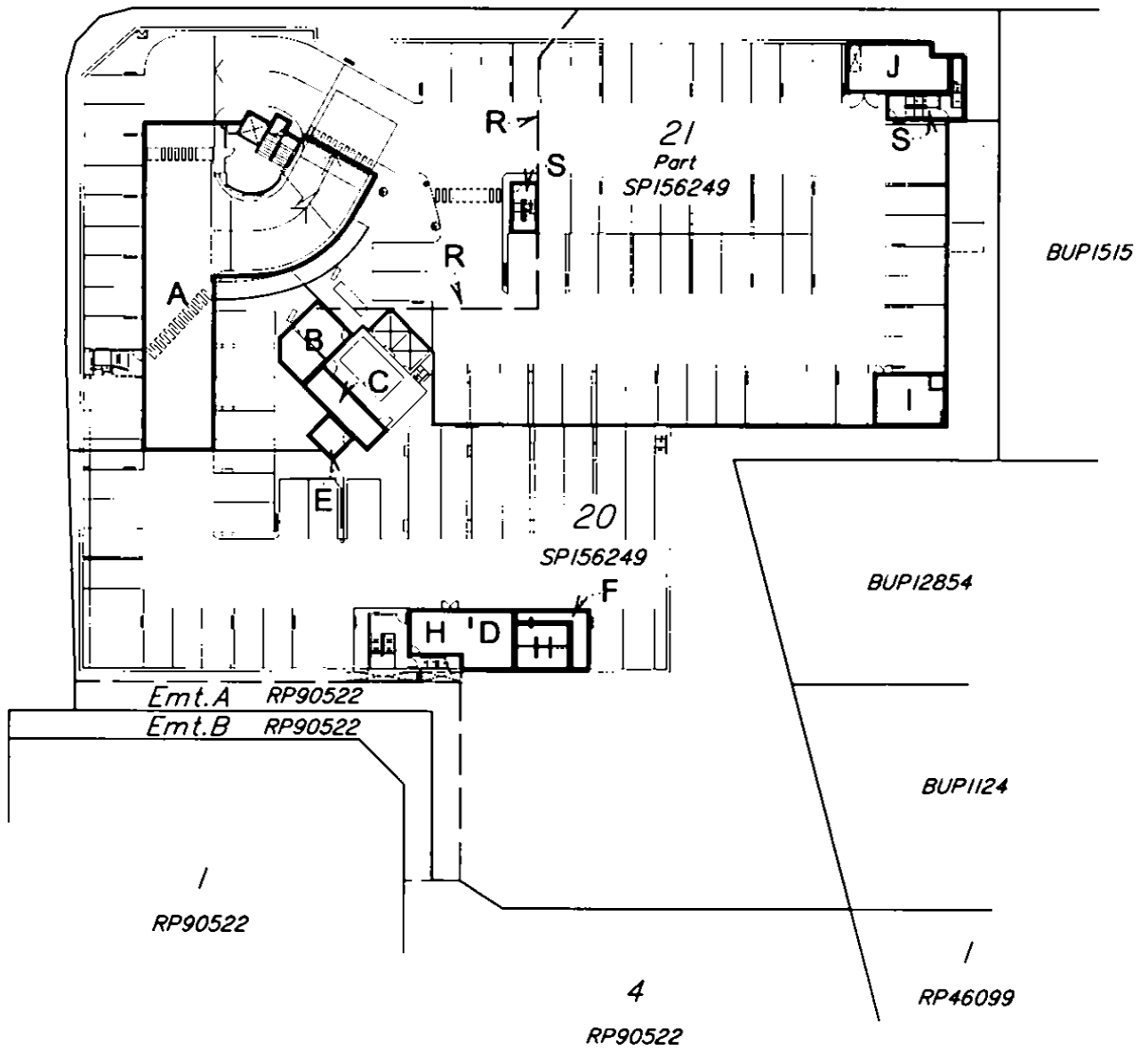


# BASEMENT LEVEL 1

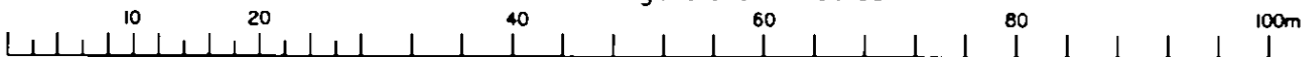


## FERN STREET

**GOLD COAST HIGHWAY**



Scale 1: 600 – Lengths are in Metres



Client CR RESORTS PTY. LTD.

This Plan of Shared Services for Lots 20 and 21 on SPI56249 Wings Residential Resort & Spa

Parish of Glaston  
County of Ward

Level Datum N/A	Agreement N/A	NOI E/4/2006
Origin	Coord System N/A	JOB NO 6062
	Origin N/A	PROJECT 8062-PC
		CLIENT CR
		DATE 1/1/06
		Scale 1:600



3rd Level, 80 Cavill Avenue  
Burrum Heads  
QLD Australia 4217  
Telephone 07 5538 8244  
Facsimile 07 5538 8117

REGISTERED QUERENSLAND 1070 SURVEYORS  
LAND, ENGINEERING & GPS SURVEYING  
HYDROGRAPHIC SURVEYING  
TOWNS PLANNING SERVICES

E-mail: [admin@micheलगroup.com.au](mailto:admin@micheलगroup.com.au)  
Web Site: [www.michelgroup.com.au](http://www.michelgroup.com.au)

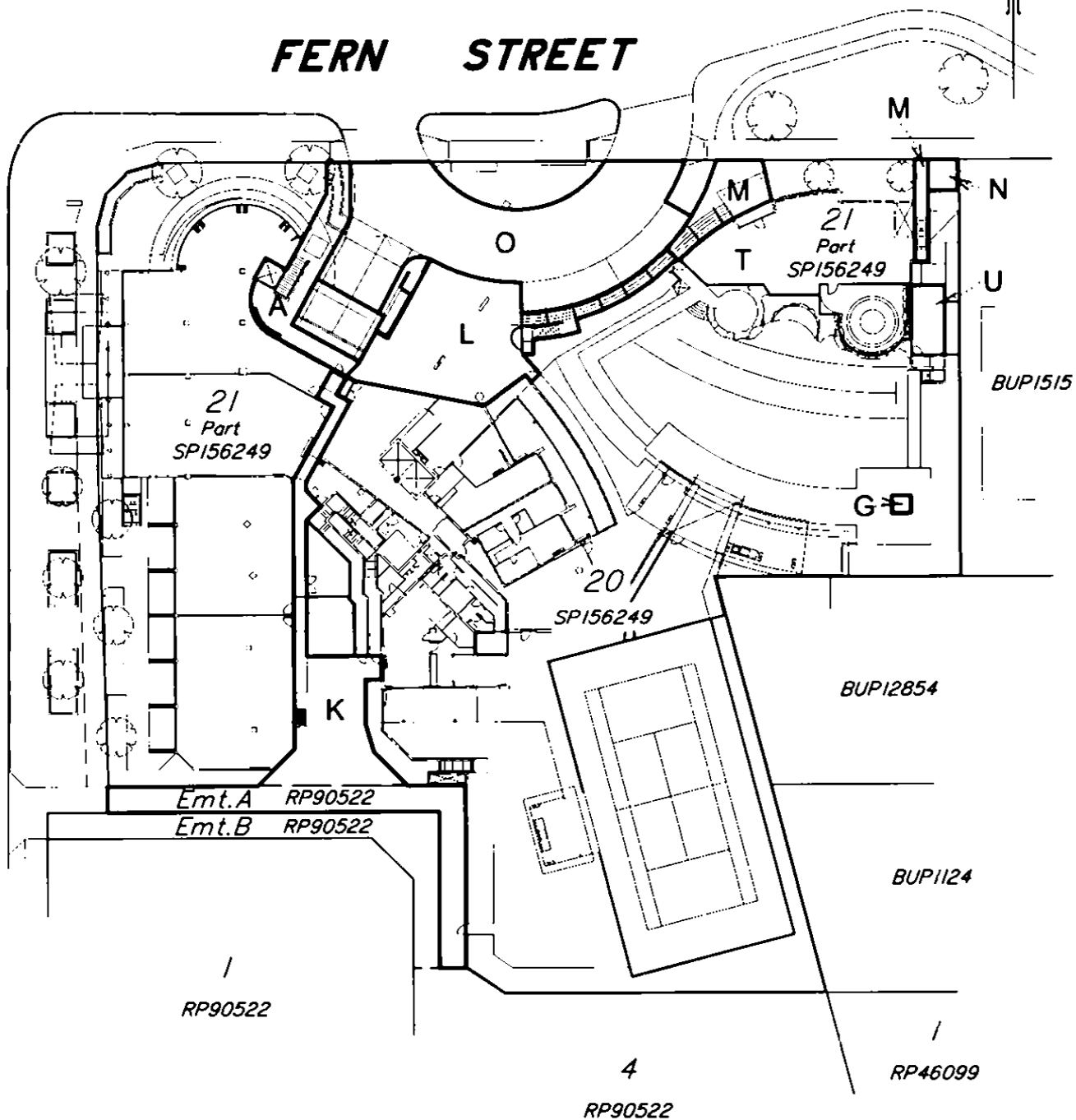
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# STREET LEVEL



## FERN STREET

## GOLD COAST HIGHWAY



Scale 1: 600 – Lengths are in Metres



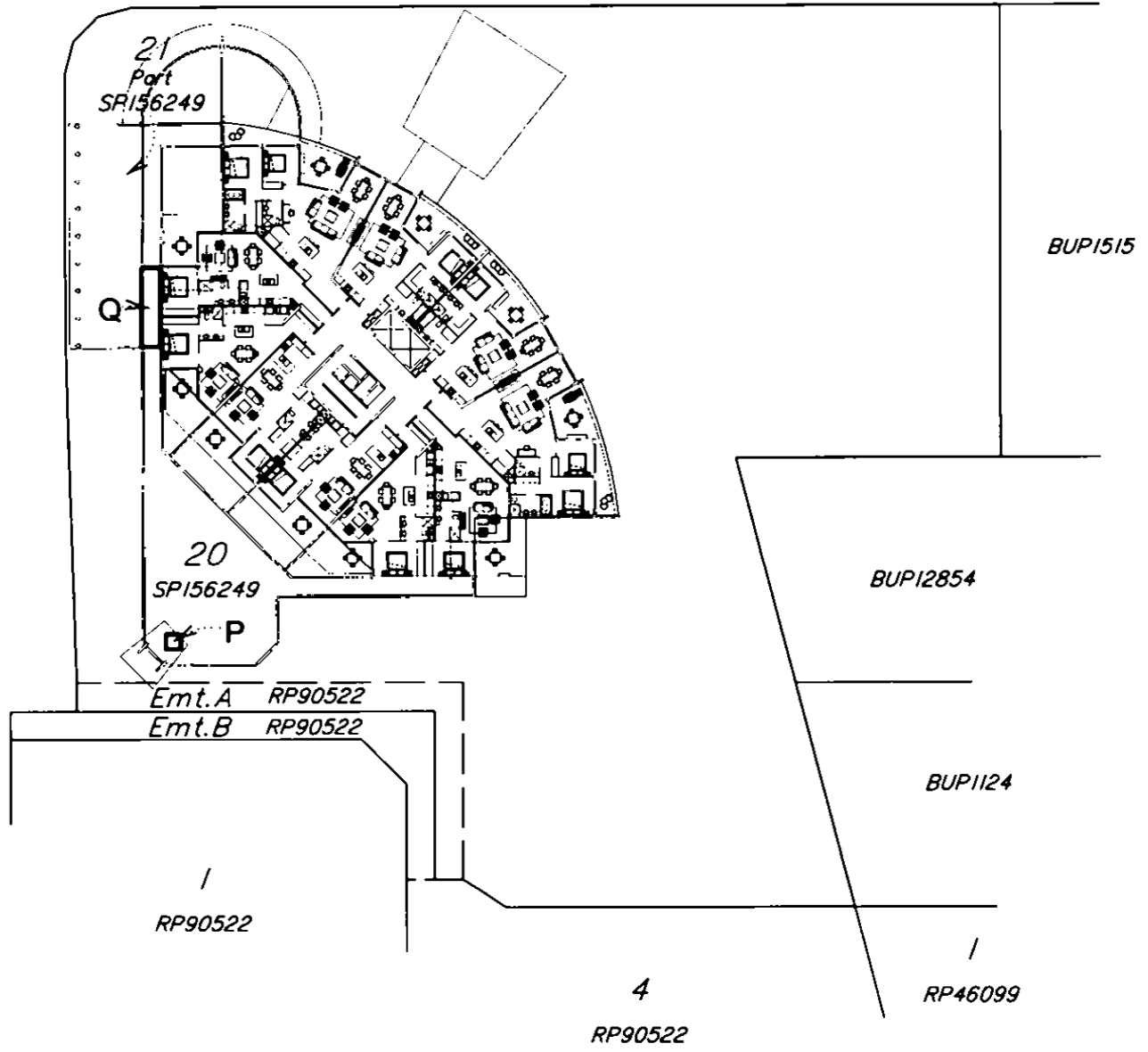
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# FIRST LEVEL

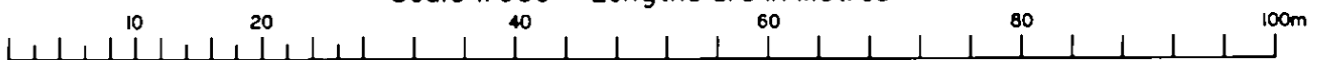


## FERN STREET

## GOLD COAST HIGHWAY



Scale 1: 600 – Lengths are in Metres



1. Lot on Plan Description	County	Parish	Title Reference
Lot 20 on SP 156249	Ward	Gilston	11661031, 16633078
Lot 21 on SP 156249	Ward	Gilston	18273009, 50043804, 14974205, 14974206,

2. Instrument being consented to 14974207, 14974208, 14974209

Instrument type Building management statement

Dated 20/7/04

Names of parties CR Resorts Pty Ltd ACN 100 776 609 as trustee under instrument 706216368, 706216407, 706216401, 706216414, 706216420, 706216427, 706216433, 706216438, 706216445 as registered owner.

3. Instrument under which consent required

Dealing Type Mortgage

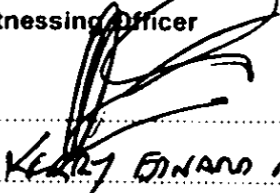
Dealing No. 706216462, 707974386, 707975444

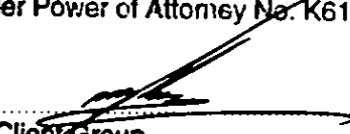
Name of consenting party National Australia Bank Limited ABN 12 004 044 937

4. Execution by consenting party

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

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

Witnessing Officer   
 ..... signature  
 Kerry Edward M'Gowan full name  
 C DEC REG NO 3011 qualification

Execution Date 13/8/04  
 Consenting Party's Signature  
 NATIONAL AUSTRALIA BANK LIMITED  
 by its Attorney under Power of Attorney No. K616743M  
  
 Manager at Major Client Group

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



Privacy Statement

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