

Body Corporate and Community Management Act 1997
Section 206
INFORMATION TO COMPLETE A DISCLOSURE STATEMENT
as at 07/12/2018

Page 1 of 6

Body Corporate

Name of Scheme: PORTAL LOT 3
Community Titles Scheme No: 38375
Lot Number: 3206

PRESCRIBED INFORMATION

Chairperson

Name: _____
Address: PO Box 184, Kedron QLD 4031
Telephone: 3359 9877 Facsimile: 3359 9855

Body Corporate Manager

Name: Stansure Strata
Address: PO Box 184, Kedron QLD 4031
Telephone: 3359 9877 Facsimile: 3359 9855

Body Corporate Committee

Is there a committee for this Body Corporate? Yes
If there is a committee, is the Body Corporate Manager engaged to perform the functions of the committee? No
**Do not complete if there is no committee for the Body Corporate*

Annual Contributions and levies

Levies Determined by the Body Corporate for this Lot (*) depicts Pre-Issue)**

Administrative Fund	Amount	Due Date	Discount	If Paid by
01/05/2018 - 31/07/2018	\$1,943.70	01/05/2018	\$0.00	
01/08/2018 - 31/10/2018	\$1,943.70	01/08/2018	\$0.00	
01/11/2018 - 31/01/2019	\$1,943.69	01/11/2018	\$0.00	
01/02/2019 - 30/04/2019	\$1,943.69	01/02/2019	\$0.00	
01/05/2019 - 31/07/2019***	\$1,980.00	01/05/2019	\$0.00	

Strata Fees per quarter

Sinking Fund	Amount	Due Date	Discount	If Paid by
01/05/2018 - 31/07/2018	\$656.04	01/05/2018	\$0.00	
01/08/2018 - 31/10/2018	\$656.04	01/08/2018	\$0.00	
01/11/2018 - 31/01/2019	\$787.16	01/11/2018	\$0.00	
01/02/2019 - 30/04/2019	\$787.16	01/02/2019	\$0.00	
01/05/2019 - 31/07/2019***	\$726.00	01/05/2019	\$0.00	

Sinking Fund Fees / quarter

Extent to which the amount of annual contributions currently fixed by the body corporate as payable by the owner of the lot:

- (a) are based on the contribution schedule lot entitlements for the lots included in the scheme:

The Administrative Fund (with the exception of Insurance) and Sinking Fund Levies are based on the contribution schedule lot entitlements.

- (b) are based on the interest schedule lot entitlements for the lots included in the scheme:

The insurance for the scheme is levied in accordance with the interest schedule lot entitlements. The amount levied to this lot for this year that is based on the interest schedule lot entitlements is \$791.12.

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**Improvements on
Common
Property for
which Buyer will
be Responsible**

NII

**Regulation
Module**

Commercial

**Body Corporate
Assets Required to
Be Recorded on
Register**

There are no assets required to be recorded.

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Body Corporate

Name of Scheme:
Community Titles Scheme No:
Lot Number:

PORTAL LOT 3
38375
3206

PRESCRIBED INFORMATION (Continued)

**Information
Prescribed under
Regulation
Module**

NIL

Signing



Seller/Sellers Agent



Witness



Date

**Buyers
Acknowledgement**

The Buyer acknowledges having received and read this statement from the
Seller before entering into the contract.



Buyer



Witness



Date

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Body Corporate

Name of Scheme: PORTAL LOT 3
Community Titles Scheme No: 38375
Lot Number: 3206

ADDITIONAL INFORMATION

**Lot entitlements
And other
Matters**

Schedule Name	Entitlement Building Aggregate	Entitlement of Lot
Contribution Schedule	428	22
Interest Schedule	428	22

Balance of Sinking fund at
the end of last financial year: **\$27,698.38 as at 30/04/2018**

Insurance Levies not included
In the Administrative fund Levies: **See Annexure**

Monetary Liability under
Exclusive Use By-Law: **Check Bylaws for EU Monetary Liability**

Insurances

Policy No	Insurer	Type	Sum
QUSS043002	QUS Pty Ltd	Building	\$13,800,000.00
10/12/2017 - 10/02/2019		Loss of Rent/Temp Accommodation	\$2,070,000.00
		Common Contents	\$138,000.00
		Lot Owners Fixtures & Improvements	\$250,000.00
		Fusion Cover	Included
		Lot Owners Fixtures & Improvements	\$250,000.00
		Public Liability	\$20,000,000.00
		Fidelity	\$100,000.00
		Voluntary Workers	\$200,000.00
		Office Bearers	\$1,000,000.00
		Machinery Breakdown	\$100,000.00
		Legal Expenses	\$100,000.00
		Government Audit Costs	\$25,000.00

Insurances covered

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Body Corporate

Name of Scheme:
Community Titles Scheme No:
Lot Number:

PORTAL LOT 3
38375
3206

ADDITIONAL INFORMATION (Continued)

**Mortgages or Securities
over Body Corporate
Assets**

Nil

**Latent or Patent
Defects in
Common
Property or Body
Corporate Assets**

**Actual or
Contingent or
Expected
Liabilities of Body
Corporate**

**Circumstances in
Relation to
Affairs of the
Body Corporate**

A SEARCH OF THE BODY CORPORATE RECORDS IS RECOMMENDED

**Exceptions to
Statements in
Clause 7.4(2)**

It is the Vendor's responsibility to complete this page. If this page is left blank, it is the Purchaser's responsibility to search the Body Corporate records.

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Body Corporate

Name of Scheme:
Community Titles Scheme No:
Lot Number:

PORTAL LOT 3
38375
3206

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Discount	If Paid by
01/05/2018 - 31/07/2018	\$186.56	01/05/2018	\$0.00	
01/08/2018 - 31/10/2018	\$186.56	01/08/2018	\$0.00	
01/11/2018 - 31/01/2019	\$209.00	01/11/2018	\$0.00	
01/02/2019 - 30/04/2019	\$209.00	01/02/2019	\$0.00	
01/05/2019 - 31/07/2019	\$209.00	01/05/2019	\$0.00	



Special Levies

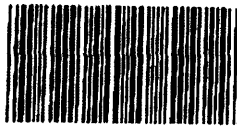
QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

WD+RE 12/2/15



716189735

716308190

\$78.80

\$78.80

11/02/2015 11:29

WD+RE letter
16/3/15

BE 470

Request to record new Community Management
Statement for "Portal Lot 3" Community Titles
Scheme 38375

ger (Name, address, E-mail & phone number)

Worcester & Co
Solicitors
P O Box 489
Surfers Paradise Q 4217
Phone: 5538 3688

Lodger
Code

GC 489

2. Lot on Plan Description	County	Parish	Title Reference
Common Property of the "Portal Lot 3" Community Titles Scheme 38375	Stanley	Redland	50720389



716383881

\$78.80

\$78.80

23/03/2015 11:10

BE 470

3. Registered Proprietor/State Lessee
Body Corporate for "Portal Lot 3" Community Titles Scheme 38375

4. Interest
Fee Simple

5. Applicant
Body Corporate for "Portal Lot 3" Community Titles Scheme 38375

6. Request

I hereby request that: the new Community Management Statement deposited herewith be recorded as the Community Management Statement for "Portal Lot 3" Community Titles Scheme and and that Item 4, Schedule A, Schedule D and Schedule E be amended.

7. Execution by applicant

026/11/14
Execution Date

GAYNA MARLOW
Applicant's or Solicitor's Signature

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

38375

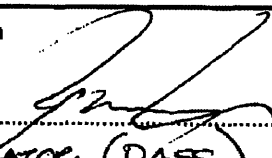
This statement incorporates and must
include the following:

- 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
"Portal Lot 3" Community Titles Scheme 38375 | 2. Regulation module
Commercial Module | | | | | | | | |
|---|---|-------------------------|-----------------|--------|-----------------|-----------------------|--|--|--|
| 3. Name of body corporate
Body Corporate for "Portal Lot 3" Community Titles Scheme 38375 | | | | | | | | | |
| 4. Scheme land
<table border="0"><thead><tr><th>Lot on Plan Description</th><th>County</th><th>Parish</th><th>Title Reference</th></tr></thead><tbody><tr><td colspan="4">See attached Schedule</td></tr></tbody></table> | | Lot on Plan Description | County | Parish | Title Reference | See attached Schedule | | | |
| Lot on Plan Description | County | Parish | Title Reference | | | | | | |
| See attached Schedule | | | | | | | | | |
| 5. Name and address of original owner
Not applicable | 6. Reference to plan lodged with this statement
SP 269651 | | | | | | | | |

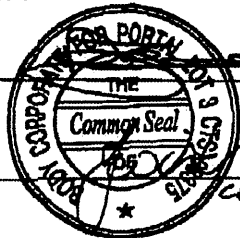
first community management statement only

7. Local Government community management statement notation


.....signed
MURRAY LANE, COORDINATOR (DASS)name and designation
COUNCIL OF THE CITY OF LOGANname of Local Government

8. Execution by original owner/Consent of body corporate

BODY CORPORATE FOR "PORTAL LOT 3" COMMUNITY TITLES
SCHEME 38375

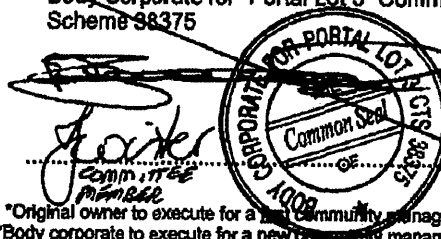


CHAIRMAN
25/8/14
Execution Date

COMMITTEE MEMBER

2/3/2015
EXECUTION DATE

Body Corporate for "Portal Lot 3" Community Titles
Scheme 38375



CHAIRMAN

*Execution

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Title Reference 50720389

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
<i>COMMON PROPERTY OF PORTAL LOT 3</i>			
<i>GP COMMUNITY TITLES SCHEME 38375</i>	Stanley	Redland	50720389
Lot 3101 SP 206305	Stanley	Redland	50720390
Lot 3102 SP 206305	Stanley	Redland	50720391
Lot 3103 SP 206305	Stanley	Redland	50720392
Lot 3104 SP 206305	Stanley	Redland	50720393
Lot 3105 SP 206305	Stanley	Redland	50720394
Lot 3106 SP 206305	Stanley	Redland	50720395
Lot 3107 SP 206305	Stanley	Redland	50720396
Lot 3108 SP 206305	Stanley	Redland	50720397
Lot 3109 SP 206305	Stanley	Redland	50720398
Lot 3110 SP 206305	Stanley	Redland	50720399
Lot 3111 SP 206305	Stanley	Redland	50720400
Lot 3112 SP 206305	Stanley	Redland	50720401
Lot 3201 SP 206305	Stanley	Redland	50720402
Lot 3202 SP 206305	Stanley	Redland	50720403
Lot 3203 SP 206305	Stanley	Redland	50720404
Lot 3204 SP 206305	Stanley	Redland	50720405
Lot 3301 SP 206305	Stanley	Redland	50720407
Lot 3302 SP 206305	Stanley	Redland	50720408
Lot 3206 SP 269650	Stanley	Redland	
Lot 3207 SP 269650	Stanley	Redland	
Lot 3208 SP 269650	Stanley	Redland	
Lot 3209 SP 269650	Stanley	Redland	
Lot 3305 SP 269651	Stanley	Redland	
Lot 3306 SP 269651	Stanley	Redland	

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 3101 SP 206305	11	11
LOT 3102 SP 206305	13	13
LOT 3103 SP 206305	14	14
LOT 3104 SP 206305	13	13
LOT 3105 SP 206305	13	13
LOT 3106 SP 206305	20	20
LOT 3107 SP 206305	23	23
LOT 3108 SP 206305	13	13
LOT 3109 SP 206305	11	11
LOT 3110 SP 206305	13	13
LOT 3111 SP 206305	13	13
LOT 3112 SP 206305	21	21
LOT 3201 SP 206305	14	14
LOT 3202 SP 206305	28	28
LOT 3203 SP 206305	16	16
LOT 3204 SP 206305	25	25
LOT 3301 SP 206305	21	21
LOT 3302 SP 206305	21	21
LOT 3206 SP 269650	22	22
LOT 3207 SP 269650	20	20
LOT 3208 SP 269650	28	28
LOT 3209 SP 269650	14	14
LOT 3305 SP 269651	15	15
LOT 3306 SP 269651	26	26
TOTALS	428	428

1. The contribution schedule entitlements for the scheme are not equal. As required by Section 48 of the Body Corporate and Community Management Act 1997, the contribution schedule lot entitlements for this scheme have been allocated with regard to:
 - (i) The structure of the Scheme
 - (ii) The nature, features and characteristics of the lots in the scheme
 - (iii) The purpose for which the lots are used.
2. On the basis of these factors it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme because the above three factors all place a differential burden on the costs of the Body Corporate for the repair and maintenance of the common property. The difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute towards certain Body Corporate fees such as secretarial fees, printing, postage and stationery fees, and bank charges, but that the nature features and characteristics of the lots result in a differential burden on the maintenance of the common property.
3. When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the above factors impacts on the allocation in the following manner:-

(a) The nature, Features and Characteristics of the Lots in the Scheme

- (1) All of the lots are used for commercial purposes and are part of a building on a building format plan. The Body Corporate is responsible for the repair and maintenance of the common property within its scheme. This includes the external walls of the buildings, roofs, utility infrastructure and utility services.
- (2) In allocating the contribution entitlements the lot location and lot floor area of lots in the scheme increase the burden the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property.

(b) The Purposes for Which the Lots are Used

The Scheme is a commercial scheme so this factor does not apply.

4. Section 66(1)(db)(i) – Statement regarding Interest Schedule Lot Entitlements

The Contribution Schedule Principal under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principle".

5. Section 66(1)(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

The interest schedule lot entitlements reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. In accordance with the layered arrangements identified in Portal Community Titles Scheme 37915
2. The developed lots shall be used for commercial purposes.

SCHEDULE C	BY-LAWS
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1. **Noise**
 - 1.1 The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
2. **Vehicles**
 - 2.1 The occupier of a lot must not, without the Body Corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property.
 - 2.2 An approval under 2.1 must state the period for which it is given.
 - 2.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the occupier.
3. **Obstruction**
 - 3.1 The occupier of a lot must not obstruct lawful use of common property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.
4. **Damage to Lawns, etc., On Common Property**
 - 4.1 The occupier of a lot must not, without the Body Corporate's written approval:-
 - (a) damage a lawn, garden, tree, shrub, plant or flower being part on the common property; or
 - (b) use a part of the common property as a garden.
 - 4.2 An approval under 4.1 must state the period for which it is given.

- 4.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the occupier.
5. **Damage to Common Property**
- 5.1 An occupier of a lot must not without the Body Corporate's written approval, mark, paint, drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the common property.
- 5.2 However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 5.3 The owner of a lot must keep a device installed under 5.2 in good order and repair.
6. **Behaviour of Invitees**
- 6.1 An occupier of a lot must take all reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or the common property.
7. **Leaving of Rubbish, etc., On Common Property**
- 7.1 An occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the peaceful enjoyment of another lot or the common property by someone else.
8. **Appearance of Lot**
- 8.1 The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- 8.2 The occupier of a lot must not, without the Body Corporate's written approval:
- (a) hang any articles if the article is visible from another lot or the common property or from outside the scheme land except in areas designated by the Body Corporate; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land. The occupier of a lot shall ensure that any necessary Council approvals and/or licenses are obtained prior to the erection of any advertising signage.
9. **Storage of Flammable Liquids, etc.**
- 9.1 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 9.2 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 9.3 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use in the ordinary course of the business of the occupier of the Lot and then only subject to any relevant law, by-law or regulation.
- 9.4 However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
10. **Garbage Disposal**

- 10.1 Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the Body Corporate for the purpose.
- 10.2 The occupier of a lot must:
- (a) comply with all local government laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.
11. **Keeping of Animals**
- 11.1 An Owner or occupier of a lot is not entitled to keep any animals on his lot without the prior approval of the Committee which may be refused or granted with or without reasonable conditions. To remove doubt, the Committee will not approve the keeping of an animal which is, or which will be when fully grown, greater than a weight decided by the Committee from time to time.
- 11.2 This by-law is subject to s143 of the Act. For the purpose of this by-law animal includes, without limitation, dogs, cats, fish, birds, snakes, lizards and crustaceans.
- 11.3 Each Owner or Occupier is liable to all other Owners or Occupiers and their respective guests and invitees 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 owner or occupier or invitees, whether permission has been granted by the Committee for the keeping of that animal on the Lot or not.
12. **Construction/Sale of Lots**
- 12.1 Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any lot in the Scheme land it and its contractors, agents and those authorized by it will be entitled:
- (a) to place such signs and other advertising and display material in and about the lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary.
 - (b) together with persons authorized by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
 - (c) 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 may arise from that; and
 - (d) to use the Common Property or other Lots in the Scheme 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, equipment or fill on the Scheme Land.
- 12.2 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, of their Lots and the Common Property.
- 12.3 While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorized by it). In particular they must comply with any altered traffic (vehicle and pedestrian) flow directions.
13. **Bicycles**
- 13.1 The occupier of a lot must not, without the Body Corporate's written approval:

- (a) Ride a bicycle, skateboard or roller blades, on the common property; or
- (b) Permit an invitee to ride a bicycle, skateboard or roller blades, on the common property.

14. Entitlement of Exclusive Use

- 14.1.1 The proprietor for the time being and their licensees of each lot specified in column one of Schedule E, shall be entitled to the exclusive use of that area of the common property which is shown in column 2 of Schedule E hereunder for the purpose of a private yard/car parking. The proprietor shall keep the allocated area in a clean and tidy condition at all times.
- 14.1.2 If Schedule E does not specify any car parking exclusive use areas at the time of establishment of the Scheme, the original owner may make an allocation of any part or parts of the common property or any body corporate asset for the exclusive use of a lot or lots as the case may be.

15. Duties of the Body Corporate

- 15.1 The Body Corporate shall ensure that the overall appearance of the parcel shall remain uniform and as such will perform the duty of the owners to re-paint the external surfaces of all buildings requiring such repainting situated with the parcel and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a Building Format Plan.
- 15.2 All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.
- 15.3 Authority to expend funds in excess of the prescribed amount pursuant to Section 103 of the Standard Module Regulations to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a General Meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- 15.4 An owner, mortgagee or occupier shall not alter the external colour scheme of any building or structure on his lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate.

16. Alteration to Lots and Common Property

- 16.1 An owner or occupier of a lot shall not 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.

17. Maintenance of Lots

- 17.1 Each owner shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise. Further, all lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.

18. Right of Entry

- 18.1 An owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.

19. Common Property

19.1 Rules

- (a) The Body Corporate may make rules from time to time with respect to the use of the Common Property generally including but not limited to parking, vehicle standing, loading and unloading.

- (b) The Body Corporate may make rules from time to time with regard to the disposal of rubbish and in regard to the use of the areas set aside for garbage disposal.

20. No Objection

- 20.1 The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

21. Water Apparatus

- 21.1 An Owner or Occupier of a Lot will see that all water taps on his lot are properly turned off after use.
- 21.2 The water closets, convenience and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- 21.3 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by its own acts or those of its servants or agents or guests.

22. Lighting and Heating of Lots

- 22.1 The Owner or Occupier of a lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

23. Windows

- 23.1 The windows of a lot will be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

24. Window Covers

- 24.1 No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. With respect to security screens, security screens may only be attached to lots with the prior written consent of the Committee (which may be withheld in its absolute discretion or given with or without conditions)
- 24.2 An Owner must not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An Owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from common property or any other lot.
- 24.3 For the purposes of enforcing this by-law, the Committee may establish and maintain a policy in respect to window covering.

25. No variation to Appearance

- 25.1 Subject to By-Law 12 (Construction/Sale of Lots) an Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

26. Antennae

- 26.1 No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

27. Security of Lots

- 27.1 All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.
28. Insurance
- 28.1 An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on his Lot or any other part of the Scheme land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.
29. Nuisance
- 29.1 No noxious or offensive trade or activity may be carried on upon the Scheme land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:
- (a) Occupiers shall ensure that they conduct their business operations having due regard to the comfort and convenience of occupiers of other lots and persons using the Common Property.
 - (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
 - (c) In the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimize annoyance to other Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lot on Plan	Statutory Easement	Service Location Diagrams
LOTS 3101 - 3112 & 3201-3204, 3301 - 3302 on SP 206305, 3206 - 3209 on SP 269650 and 3305 and 3306 on SP 269651	Water, Electricity, Telstra, Stormwater, Sewer, Utility services and infrastructure support	"B"
<i>GP</i> COMMON PROPERTY	Water, Electricity, Telstra, Stormwater, Sewer, Utility services and infrastructure support	"B"

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

LOT ON PLAN - COLUMN 1	EXCLUSIVE USE AREA - COLUMN 2
Lot 3208 SP 269650	Area "1" on sketch marked "A"
Lot 3209 SP 269650	Area "2" on sketch marked "A"
Lot 3207 SP 269650	Area "3" on sketch marked "A"
Lot 3206 SP 269650	Area "4" on sketch marked "A"
Lot 3206 SP 269650	Area "5" pm sketch marked "A"
Lot 3102 SP 206305	Area "6" on sketch marked "A"
Lot 3103 SP 206305	Area "7" pm sketch marked "A"
Lot 3301 SP 206305	Area "8" on sketch marked "A"
Lot 3105 SP 206305	Area "9" on sketch marked "A"
Lot 3106 SP 206305	Area "10" on sketch marked "A"
Lot 3107 SP 206305	Area "11" on sketch marked "A"
Lot 3108 SP 206305	Area "12" on sketch marked "A"
Lot 3109 SP 206305	Area "13" on sketch marked "A"
Lot 3110 SP 206305	Area "14" on sketch marked "A"
Lot 3111 SP 206305	Area "15" on sketch marked "A"

Lot 3112 SP 206305
Lot 3201 SP 206305
Lot 3202 SP 206305
Lot 3203 SP 206305
Lot 3204 SP 206305
Lot 3204 SP 206305
Lot 3301 SP 206305
Lot 3301 SP 206305
Lot 3204 SP 206305
Lot 3204 SP 206305
Lot 3203 SP 206305
Lot 3202 SP 206305
Lot 3202 SP 206305
Lot 3201 SP 206305
Lot 3112 SP 206305
Lot 3111 SP 206305
Lot 3110 SP 206305
Lot 3109 SP 206305
Lot 3108 SP 206305
Lot 3107 SP 206305
Lot 3106 SP 206305
Lot 3105 SP 206305
Lot 3301 SP 206305
Lot 3103 SP 206305
Lot 3102 SP 206305
Lot 3206 SP 269650
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Lot 3207 SP 269650
Lot 3207 SP 269650
Lot 3209 SP 269650
Lot 3208 SP 269650
Lot 3208 SP 269650
Lot 3208 SP 269650
Lot 3208 SP 269650
Lot 3101 SP 206305
Lot 3104 SP 206305
Lot 3104 SP 206305
Lot 3306 SP 269651
Lot 3306 SP 259651
Lot 3207 SP 269650
Lot 3109 SP 206305
Lot 3105 SP 206305
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Lot 3110 SP 206305
Lot 3112 SP 206305
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Lot 3305 SP 269651
Lot 3202 SP 206305
Lot 3203 SP 206305
Lot 3302 SP 206305
Lot 3302 SP 206305
Lot 3302 SP 206305
Lot 3301 SP 206305

Area "16" on sketch marked "A"
Area "17" on sketch marked "A"
Area "18" on sketch marked "A"
Area "19" on sketch marked "A"
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Area "74" on sketch marked "A"
Area "75" on sketch marked "A"
Area "76" on sketch marked "A"
Area "77" on sketch marked "A"

Exclusive Use Plan

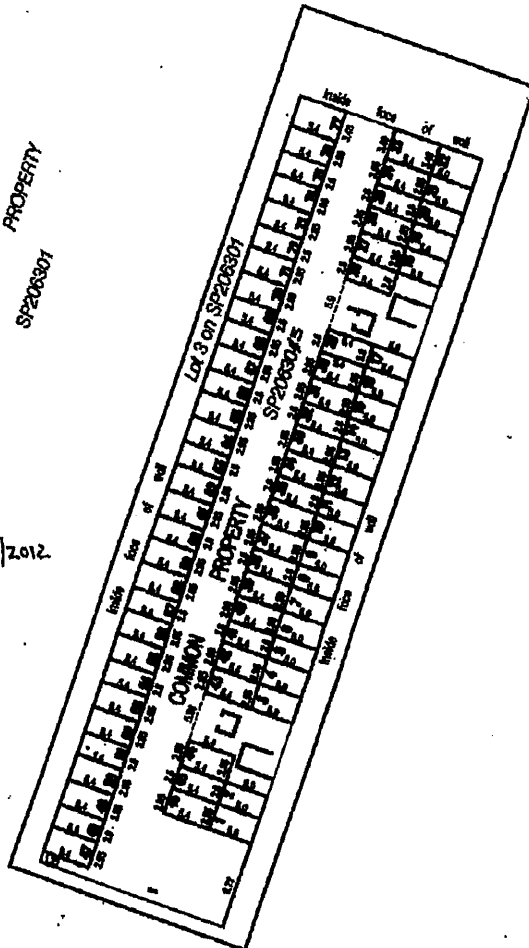
Part of common property on SP2063045

" Portal Lot 3 "



COMMON
PROPERTY
SP206301

Amendments by me
[Signature]
15/11/2012
CADASTRAL SURVEYOR

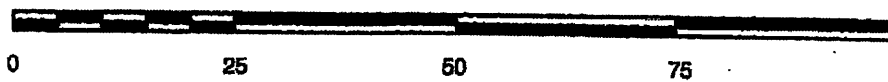


E.U.A.	Area m ²	E.U.A.	Area m ²
1	15m ²	41	14m ²
2	13m ²	42	16m ²
3	15m ²	43	18m ²
4	15m ²	44	16m ²
5	13m ²	45	14m ²
6	15m ²	46	16m ²
7	15m ²	47	16m ²
8	13m ²	48	14m ²
9	15m ²	49	16m ²
10	15m ²	50	16m ²
11	13m ²	51	14m ²
12	16m ²	52	16m ²
13	15m ²	53	16m ²
14	13m ²	54	14m ²
15	16m ²	55	16m ²
16	15m ²	56	16m ²
17	13m ²	57	14m ²
18	15m ²	58	16m ²
19	15m ²	59	16m ²
20	13m ²	60	14m ²
21	16m ²	61	16m ²
22	17m ²	62	16m ²
23	19m ²	63	16m ²
24	16m ²	64	16m ²
25	14m ²	65	16m ²
26	16m ²	66	14m ²
27	16m ²	67	16m ²
28	14m ²	68	16m ²
29	14m ²	69	14m ²
30	16m ²	70	16m ²
31	18m ²	71	16m ²
32	14m ²	72	14m ²
33	16m ²	73	16m ²
34	16m ²	74	16m ²
35	14m ²	75	14m ²
36	16m ²	76	16m ²
37	16m ²	77	19m ²
38	14m ²		
39	16m ²		
40	16m ²		

All areas are generally rectilinear

No marks have been placed.

SCALE 1 : 500



I, Wayne S. Geradts, Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

[Signature]
Cadastral Surveyor
Date 26/11/2007

Plan of Exclusive Use Areas 1 to 77 incl.
in Common Property on SP2063045

Level A
CMS 38375

Meridian: SP186395

F/A's: No

Scale 1 : 500 @ A3

Ref. EU002

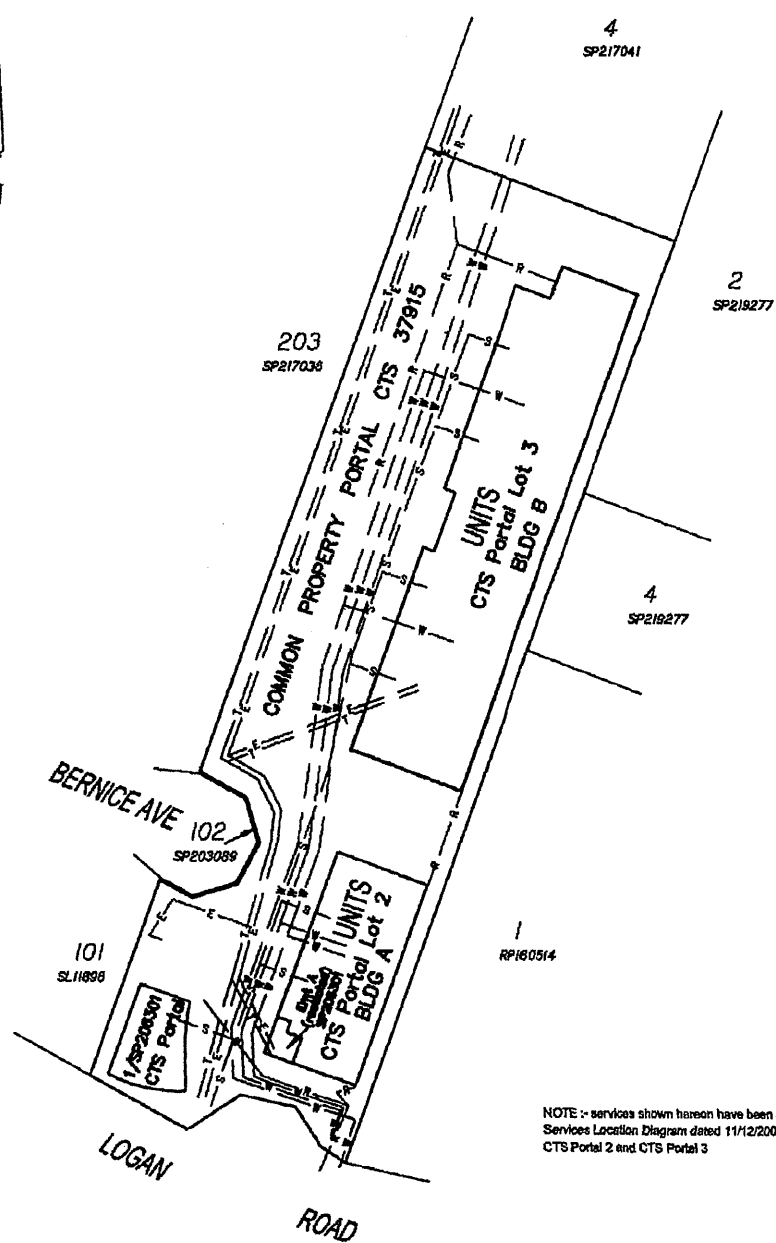
PARISH: REDLAND

COUNTY: Stanley

[Handwritten mark]

"B"

12 12



SCALE	1:800@A3	DATE	08/03/2015
LEVEL DATUM	DRAIN	AVP	
LEVEL ORIGIN	CHECKED	SRH	
FIELD BOOK	LL	COUNT	
COUNCIL	LOGAN CC	DELEX Pty Ltd	

SERVICES LOCATION DIAGRAM

CTS PORTAL LOT 3
CMS No 38375

LEGEND

W	WATER
S	SEWER
R	ROOF/STORMWATER
T	TELSTRA
E	ELECTRICITY

AMENDMENTS

DRAWING NO
2191/01/A3
(SHSServices.Dwg)

12/12

WORCESTER & CO

SOLICITORS
LEVEL 1, 38 CAVILL AVENUE
SURFERS PARADISE QUEENSLAND 4217
AUSTRALIA
www.worcestergroup.com.au

Our Reference MS:LB:19633
Your Reference
Date 16 March 2015
Writer's Email liz@worcestergroup.com.au

PO BOX 489
SURFERS PARADISE
QUEENSLAND 4217
AUSTRALIA
Telephone +(617) 5538 3688
Facsimile +(617) 5538 4216

The Registrar of Titles
DNRM
53 Albert Street
Brisbane Qld 4000

Dear Sir/Madam

Re: New CMS – Registration of SP265651 – Dealing No. 716308190

FINAL & RE-ENTERED

Please withdraw Dealing No. 716308190 to follow the date of re-execution.

Yours faithfully
WORCESTER & CO

per:

Liz Brady

