

Dealing No.

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

Lodger
Code



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1. Registered Owners

Brookfield PSE B17 Pty Ltd ACN 111 118 748

2. Description of Lots affected

Title Reference

Lot 301 on SP 324342

To issue

Lot 302 on SP 324342

3. Execution

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

* the attached schedule

~~* the attached schedule and standard terms document no.~~

~~* standard terms document no.~~

* delete inappropriate words

Brookfield PSE B17 Pty Ltd
ACN 111 118 748 by its authorised officers

.....
Lee Butterworth – Managing Director

.....
Terry Woodfield – Project Director

.....
.....
Witnessing Officer

..... /
Execution Date

.....
Signature of registered owner

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1. BACKGROUND AND DEFINITIONS

1.1 Dictionary

Definitions of words which are used throughout this BMS and rules for interpretation are in Annexure A.

1.2 Background

"Rivello" is a mixed use commercial and residential Complex within Portside East. All lots within Portside East are subject to and have the benefit of the Portside East BMS.

The Complex comprises the following precincts:

- (a) the Commercial Precinct; and
- (b) the Residential Precinct.

1.3 What does this BMS do?

This BMS regulates the rights and interests of Owners, lessees and occupiers of Lots and Precincts within the Complex. The Complex is also regulated by the Portside East BMS.

1.4 How does it apply to community titles schemes?

The Residential Precinct is a community titles scheme established under the *Body Corporate & Community Management Act 1997*. The Rivello Body Corporate is the Precinct Owner of the Residential Precinct for certain purposes under this BMS.

The Commercial Precinct may become a community titles scheme at a later date. If a community titles scheme is created for the Commercial Precinct, the body corporate for the scheme established under the *Body Corporate & Community Management Act 1997* will be the Owner of the Commercial Precinct for certain purposes.

1.5 Who is bound by the BMS?

This BMS is binding on all Owners, lessees and other occupiers of Lots within the Complex.

2. SUPPORT AND SHELTER

2.1 Right to support and protection

Rights of support shelter and protection and rights for minor encroachments are regulated by the Portside East BMS.

3. UTILITY INFRASTRUCTURE AND SERVICES

3.1 Shared Utility Infrastructure and Protected Utility Infrastructure

Each Owner of a Lot on which Shared Utility Infrastructure or Protected Utility Infrastructure is located grants

- (a) to the Owners in each Benefited Precinct the right for the free and uninterrupted supply of Services over and along the Shared Utility Infrastructure or Protected Utility Infrastructure, and

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- (b) the right for a service contractor appointed by the Precinct Owner responsible for Maintenance of the Shared Utility Infrastructure or Protected Utility Infrastructure (and other persons authorised by the Precinct Owner) to enter onto the Owner's Lot with equipment, materials and supplies for the Maintenance of the relevant Utility Infrastructure. The person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an Owner's Lot.

3.2 Maintenance of Utility Infrastructure and Costs

The person responsible for Maintaining Utility Infrastructure within the Complex and responsibility for the costs of Maintenance are determined in accordance with the following table:

Type of Utility Infrastructure	Party Responsible for Maintenance and for Costs
Shared Utility Infrastructure	As specified in the Shared Services Schedule
Protected Utility Infrastructure	The Precinct Owner of the Benefitted Precinct
All other Utility Infrastructure	The Precinct Owner of the Precinct on which the Utility Infrastructure is located or, if the Precinct Owner is a Body Corporate, the person responsible under the <i>Body Corporate and Community Management Act 1997</i> and the Regulation Module applying to the scheme.

3.3 Standard of Maintenance etc.

The Precinct Owner responsible for Maintaining Shared Utility Infrastructure or Protected Utility Infrastructure must:

- (a) carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the Complex;
- (b) only engage reputable and suitably qualified contractors to enable it to fulfil its responsibilities;
- (c) except in an emergency, obtain the consent of the Rivello Management Group to each service contractor and the terms of the contract before engaging a service contractor to carry out any part of the Maintenance of Shared Utility Infrastructure; and
- (d) have available for inspection by the Rivello Management Group, each Precinct Owner of a Benefitted Precinct and each owner on whose Lot the Utility Infrastructure is located, at reasonable times and on reasonable notice, any records or other things relevant to the performance of its responsibilities.

This clause does not apply to the extent the Rivello Management Group appoints a service contractor to Maintain Shared Utility Infrastructure under clause 9.4(c).

3.4 No Interference

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

4. SHARED ACCESS AND OTHER SHARED AREAS

4.1 Shared Areas

Each owner of a Lot on which a Shared Area is located grants:

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- (a) to each Owner of a Lot within a Benefitted Precinct (as specified in the Shared Area Schedule) a right to pass and repass over the Shared Area on foot and with vehicles of the class specified in the Shared Area Schedule (if applicable) subject to the conditions set out in the Shared Area Schedule; and
- (b) the right for a service contractor appointed by the Precinct Owner responsible for Maintenance of the Shared Area (and other persons authorised by the Precinct Owner) to enter onto the Owner's Lot with equipment, materials and supplies for the Maintenance of the Shared Area. 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.

4.2 Rights of Occupiers and Invitees

Unless otherwise specified in the Shared Area Schedule, the rights conferred by clause 4.1(a) are for the benefit of Owners, Occupiers and their invitees.

4.3 Maintenance of Shared Areas and Costs

The person responsible for Maintaining Shared Areas and responsibility for the costs of Maintenance are set out in the Shared Area Schedule.

4.4 Standard of Maintenance etc.

The Precinct Owner responsible for Maintaining a Shared Area must:

- (a) carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the Complex;
- (b) as far as possible, ensure that Maintenance activities are carried out with minimal disruption to persons entitled to use the Shared Area;
- (c) only engage reputable and suitably qualified contractors to enable it to fulfil its responsibilities; and
- (d) have available for inspection by the Rivello Management Group, each Precinct Owner of a Benefitted Precinct and each owner on whose Lot the Shared Area is located, at reasonable times and on reasonable notice, any records or other things relevant to the performance of its responsibilities.

This clause does not apply to the extent the Rivello Management Group appoints a service contractor to Maintain the Shared Area under clause 9.4(c).

4.5 No interference

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

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

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

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

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- (e) Carparking on Shared Areas is reserved for visitors to the Complex. Owners, occupiers and their employees must not park a vehicle in a visitor carpark.
- (f) The Owner of a shared roadway or shared carparking area may install traffic signs and traffic calming devices and make additional rules for the safe use of those areas provided they do not substantially diminish the rights granted by this BMS.

5. CHANGES TO SHARED AREAS AND UTILITY INFRASTRUCTURE

5.1 Changing Utility Infrastructure

- (a) An Owner may relocate, alter or remove a Shared Area, Shared Utility Infrastructure or Protected Utility Infrastructure within the Owner's Lot only with the consent of the Precinct Owner of each Benefited Precinct.
- (b) The Precinct Owner of a Benefited Precinct in paragraph (a):
 - (i) may not unreasonably withhold or delay consent; and
 - (ii) may impose reasonable conditions.
- (c) A dispute which arises under this clause shall be dealt with under clause 12.

5.2 Additional Shared Area or Shared Utility Infrastructure

The Rivello Management Group may, from time to time, by Unanimous Resolution, agree to make changes to the Shared Area Schedule and the Shared Services Schedule.

5.3 Amended Shared Area or Shared Utility Infrastructure and Shared Costs

- (a) A Precinct Owner may request (by written notice) that the Rivello Management Group agree to change:
 - (i) a Shared Area or Shared Utility Infrastructure; and
 - (ii) a Shared Cost, and, in particular, the proportion payable by a Precinct Owner.
- (b) Subject to (c), if the Rivello Management Group agrees by Unanimous Resolution to any request in (a), it will be effective from the date decided by the Rivello Management Group. A copy of the Unanimous Resolution must be held with the other records kept by the Rivello Management Group.
- (c) A Precinct Owner who is dissatisfied with the decision of the Rivello Management Group following a request under (a), may refer the matter for determination under clause 12 (Dispute Resolution).

6. COMPLETION OF DEVELOPMENT

6.1 Right to carry out further development

The Developer is permitted to complete the development of the Complex. During development of the Complex, the Developer may:

- (a) install construction fencing and hoardings on Lots as required to comply with laws about construction safety;
- (b) use parts of the Complex for storing construction materials and vehicles;

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- (c) have reasonable access over the Complex for the purpose of carrying out the works;
- (d) connect to, relocate or otherwise alter existing Utility Infrastructure;
- (e) temporarily interrupt Services and access to or from Lots in the Complex.

6.2 Developer's obligations

In exercising its rights under clause 6.1, the Developer must:

- (a) comply with all laws and requirements of authorities;
- (b) use reasonable endeavours to minimise inconvenience to Owners and Occupiers of Lots;
- (c) make good any damage to Improvements in the Complex caused by the Developer, its employees and contractors.

6.3 No objection

Other than any claim arising out of a breach of clause 6.2, Owners and occupiers of Lots may not object to any interference or disturbance related to construction or related activities under this clause.

7. CARRYING OUT WORKS

7.1 Effect of this clause

This clause 7 does not affect the rights of the Developer under part 6 ("Completion of Development").

7.2 When Rivello Management Group approval is required for Owner's works

Owners may carry out works in their Lots without consent from the Rivello Management Group if:

- (a) the works do not affect Structural Elements;
- (b) the works do not affect Shared Areas or Shared Utility Infrastructure;
- (c) the works would not be contrary to any standards adopted by the Rivello Management Group under clause 11.3; and
- (d) the Owner obtains all necessary consents and approvals and provide copies of the consents and approvals to the Rivello Management Group before commencing the works.

However an Owner may require consent from another Owner under clause 5.1 if the proposed works affect Protected Utility Infrastructure.

7.3 Works affecting Structural Elements or Shared Areas or Infrastructure

Owners must obtain consent from the Rivello Management Group before carrying out any works in the Complex which affect (or may affect) Structural Elements, Shared Areas or Shared Utility Infrastructure. The Rivello Management Group may refuse consent if:

- (a) the Rivello Management Group is not satisfied that the proposed works will not have any adverse impact on the integrity of the Structural Elements;
- (b) the proposed works detrimentally and substantially affect (or may detrimentally and substantially affect) the use of a Shared Area or Shared Utility Infrastructure by another Owner; or

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- (c) the proposed works will increase the costs which an Owner must contribute towards a Shared Area or Shared Utility Infrastructure.

Where applicable, clause 5 ("Changes to Shared Areas and Utility Infrastructure") also applies.

7.4 Consenting to applications

Subject to this clause 7, an Owner must not unreasonably withhold consent to an application by an Owner to an authority for a consent or approval to carry out works.

8. INSURANCE

8.1 Obligation to insure

The Precinct Owners must arrange insurance in accordance with this BMS.

8.2 Rivello Management Group to obtain insurance

- (a) Subject to (b), unless the Precinct Owners agree differently (and that agreement is in writing) the Precinct Owners authorise the Rivello Management Group to obtain insurance for the Complex (including the Precincts and Shared Facilities) in the names and noting the interests of each Precinct Owner and each Precinct Owners' mortgagee if requested.
- (b) The Rivello Management Group may agree that the Precinct Owners take out separate insurance policies for their respective Precincts but they must be with the same insurance company.

8.3 Type of insurance

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

- (a) cover damage by the following causes:
- (i) earthquake, explosion, fire, lightning, storm, tempest, flood and water damage and similar occurrences which are reasonably insurable;; and
 - (ii) glass breakage; and
 - (iii) damage from impact, malicious act and riot.
- (b) cover costs incidental to the reinstatement or replacement of the insured buildings, Precincts and Shared Facilities including the cost of removing debris and the fees of architects and other professional advisers;
- (c) provide for the reinstatement of the Complex, Precincts and Shared Facilities 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) cover machinery breakdown; and
- (f) cover office bearers' insurance for the Representatives on the Rivello Management Group.

8.4 Inspection of policy

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

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8.5 Division of costs of insurance

- (a) Subject to (b) and (c), each Precinct Owner must pay that Precinct Owner's share of the insurance premium for the insurance obtained by the Rivello Management Group under clause 7.5 (a) in the shares decided by the Rivello Management Group from time to time taking into account the replacement value of the Precincts and the extent of the risk.
- (b) If the cost of insurance increases due to:
- (i) the use of a Precinct; or
 - (ii) any claim made by a visitor to a Precinct,
- the Precinct Owner of the relevant Precinct must pay for the increase.
- (c) Any excess payable for an insurance claim must be paid by the Precinct Owner of the Precinct from which the claim arose or to which the claim was related unless caused or contributed to by another Precinct Owner, in which case the deductible will be payable to the extent caused by that Precinct Owner.

8.6 Precinct Owner's insurance

Each Precinct Owner must:

- (a) insure against public liability for each Precinct Owner's Precinct for a sum not less than \$20,000,000 or any greater amount nominated by the Rivello Management Group from time to time;
- (b) effect workers' compensation insurance where required by law;
- (c) have insurance against each other risk which a prudent owner would reasonably effect for similar Improvements and risk;
- (d) take out any other insurances reasonably required by the Rivello Management Group;
- (e) place the insurance with an Australian insurer authorised to write general insurance business under the *Insurance Act 1973* (Commonwealth);
- (f) if requested by the Rivello Management Group produce a certificate of currency and a premium payment receipt or acknowledgment;
- (g) maintain all policies of insurance; and
- (h) not do or omit to do anything which may allow the insurer to refuse a claim under any insurance policy a Precinct Owner takes out.

8.7 Limited time to decide

If the Rivello Management Group cannot decide the shares referred to in clause 8.5(a) within 21 days of the matter being referred to it in writing by a Precinct Owner, then:

- (a) any Precinct Owner may request the President of the Queensland Law Society to nominate a reputable insurance or loss assessor (**Nominee**) to prepare an independent risk assessment report to determine each Precinct Owner's share of the insurance premium;
- (b) the Precinct Owners may make written or verbal submissions to the Nominee;
- (c) the Nominee will act as an expert and his decision will be final and binding upon the parties;

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- (d) if the Nominee fails to make a decision within 45 days of the date the matter is referred to him, then any Precinct Owner may request the President of the Queensland Law Society to nominate another person (**New Nominee**) to determine the matter in place of the Nominee; and
- (e) all costs incurred in the determination shall be borne as decided by the Nominee or New Nominee and, failing a decision in that regard, equally by the Precinct Owners.

8.8 General conditions of insurance

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

8.9 Rivello Management Group may insure Precincts

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

8.10 Precinct Owner to pay for insurance

A Precinct Owner must promptly pay the Rivello Management Group for all premiums, costs and expenses incurred under clause 8.9.

9. RIVELLO MANAGEMENT GROUP

9.1 Establishment

The Precinct Owners must establish the Rivello Management Group within one month of registration of this BMS (or such longer period as they unanimously decide). The Rivello Management Group ceases on extinguishment of this BMS.

9.2 Membership of Rivello Management Group

The Rivello Management Group will comprise one Representative of each Precinct.

9.3 Precinct Owner's Representative

Each Precinct Owner:

- (a) must appoint one Representative to represent that Precinct Owner on the Rivello Management Group;
- (b) may appoint an alternate Representative to act in place of the Representative from time to time; and
- (c) must give all other Precinct Owners, contact details for its Representative and alternative Representative including address, telephone number, fax number, email address (if they have an email address) and such other information that is reasonably requested.

9.4 Functions

The Rivello Management Group:

- (a) must fulfil the obligations and duties given to it under this BMS;
- (b) must fairly and reasonably administer and manage the Complex and Shared Areas and Shared Utility Infrastructure for the benefit of all Owners;

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- (c) may appoint and control service contractors necessary to maintain and repair Shared Utility Infrastructure and Shared Areas;
- (d) must fairly enforce this BMS;
- (e) must act reasonably in anything it does under this BMS;
- (f) must use its best endeavours to ensure compliance by Precinct Owners with their obligations under this BMS;
- (g) must decide cost contributions to be made by Precinct Owners in accordance with this BMS;
- (h) must do anything else the Precinct Owners decide by Unanimous Resolution.

9.5 Powers of Rivello Management Group

In carrying out its functions, the Rivello Management Group may on behalf of the Precinct Owners (subject to this BMS):

- (a) enter into service contracts;
- (b) employ service contractors;
- (c) carry out the work required to operate and Maintain the Shared Areas and the Shared Utility Infrastructure;
- (d) approve proposed contractors and the terms of contracts to be entered into by Precinct Owners for the operation and Maintenance of Shared Areas and the Shared Utility Infrastructure where the Rivello Management Group has not elected to engage a contractor for that purpose;
- (e) modify, substitute or extend the Shared Area or Shared Utility Infrastructure;
- (f) close down or remove the Shared Areas or Shared Utility Infrastructure; and
- (g) engage and supervise a Building Manager;
- (h) delegate any or all of its functions to a Building Manager;
- (i) simultaneously with the Building Manager, carry out any of the functions delegated to the Building Manager.

9.6 Rivello Management Group Acts as Agent for the Precinct Owners

Each Precinct Owner appoints the Rivello Management Group its agent and attorney to enable the Rivello Management Group or a person appointed by the Rivello Management Group to:

- (a) sign any document; and
- (b) take any other action,

authorised by the Rivello Management Group in accordance with this BMS.

9.7 Election of Chairperson

- (a) At its first meeting the Rivello Management Group must elect a chairperson from the Precinct Owners Representatives. The chairperson may be elected by simple majority of Representatives present.
- (b) A person elected as chairperson holds that position until he or she resigns or the Rivello Management Group elects another chairperson.

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- (c) If the chairperson is not present at a meeting of the Rivello Management Group, the Representatives present must appoint one of them or the Building Manager to chair that meeting.

9.8 First Meeting

Unless the Precinct Owners agree otherwise, within 30 days of registration of this BMS the Rivello Management Group must meet at a date and time convenient to the Precinct Owners. If the Precinct Owners cannot agree on a convenient time the meeting must be held between 9:00 am and 4:00 pm on a Business Day and at a location nominated by the party responsible for registering this BMS.

9.9 Calling Meetings

- (a) A meeting of the Rivello Management Group must be called within 14 days of receipt by the chairperson of a written request by a Representative to call a meeting. The chairperson must convene a meeting of the Rivello Management Group by giving the Representatives written notice of the meeting and the agenda at least:
- (i) 30 days before the date of the meeting if any issue included in the agenda is required to be put to an extraordinary general meeting of a Body Corporate;
 - (ii) otherwise 10 days before the meeting.
- (b) However, in an emergency, the Precinct Owners may unanimously agree on a shorter period and to dispense with the notice and agenda requirements.
- (c) The agenda for a meeting must state the issues to be considered and decided on at a meeting. The Rivello Management Group may also consider, but cannot decide (unless all Representatives are present and agree) other issues raised at the meeting.
- (d) Unless unanimously agreed by the Representatives, meetings of the Rivello Management Group must be held within the Complex.

9.10 Quorum

- (a) Subject to (b), a quorum for a Rivello Management Group meeting is all Representatives (or alternate Representatives).
- (b) If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 2 Business Days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be the number of Representatives present at the time appointed for the adjourned meeting.

9.11 Voting at Meetings

- (a) Subject to clause 9.10 (Quorum), unless otherwise specified in this BMS, a decision of the Rivello Management Group may be made by a resolution of a simple majority of Representatives present at a meeting.
- (b) The chairperson has a vote but no deciding vote.
- (c) If there is a deadlock in voting, a Representative may refer the matter for determination under clause 12 (Dispute Resolution).

9.12 Records

The Rivello Management Group must:

- (a) take accurate minutes of its meetings and accurate records of all decisions.

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

The Rivello Management Group may nominate a person from time to time to perform administrative functions such as prepare agendas, take minutes, keep records or do similar things.

9.13 Inspection of records

An Owner (or its nominee) may inspect the Rivello Management Group's records by:

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

The Building Manager must allow an Owner (or its nominee) requiring inspection to inspect the records at a reasonable time within 10 Business Days of an application being made and the inspection fee being paid. An Owner must not remove the records unless the Rivello Management Group agrees but an Owner may take extracts from or a copy of these records at the Owner's cost.

9.14 Rivello Management Group to establish funds

The Rivello Management Group:

- (a) may establish and keep an administrative fund and a sinking fund;
- (b) may establish a bank account for receipts to and payments from each fund;
- (c) must pay into its administrative fund all amounts received by it on account of contributions levies on Precinct Owners under clause 10.4, other than the component intended as a contribution towards future Capital Costs ; and
- (d) must pay the component intended as a contribution towards future Capital Costs and all other monies it receives to the sinking fund.

9.15 Use of Administrative and Sinking Funds

The administrative fund may be applied towards the day to day expenses of operating and maintaining Shared Areas and Shared Utility Infrastructure, administrative and other costs that are not Capital Costs. All other spending of the Rivello Management Group must be met from the sinking fund.

9.16 Control of money and spending

The Rivello Management Group must not incur an expense or make a payment greater than \$1,000.00 (or such other amount that the Rivello Management Group decides) unless:

- (a) the expenditure is authorised by a meeting of the Rivello Management Group; or
- (b) the expenditure is approved as part of a budget approved by the Rivello Management Group; or
- (c) an Expert acting under the Dispute resolution provisions authorises payment of the expense; or
- (d) an emergency occurs and the expense is less than \$5,000 (or such other amount that the Rivello Management Group decides); or
- (e) it is necessary to comply with a statutory order or notice
- (f) it is necessary to comply with a judgment or order of a court.

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9.17 Investment of surplus

The Rivello Management Group may invest surplus funds in a bank account in an interest bearing deposit with its banker and any interest earned must be paid to the fund from which the surplus funds were withdrawn.

9.18 Accounts and audits

The Rivello Management Group must keep proper accurate accounting records and may:

- (a) prepare a statement of accounts showing income and expenditure for each financial year;
- (b) have the accounts audited by an auditor;
- (c) give a copy of the audited accounts to each Precinct Owner.

9.19 Rivello Management Group's right to access the Complex

- (a) In an emergency, the Rivello Management Group may do anything in the Complex or a Precinct which has not been done or done properly by an Owner in accordance with this BMS.
- (b) If it does so the Rivello Management Group may authorise service contractors to enter the Complex and remain in it for so long as is necessary.
- (c) If the Rivello Management Group authorises a service contractor to do so, it does not incur any liability for damage arising out of the exercise of any rights under (a) and (b) other than for damage caused maliciously or negligently.
- (d) Anything done under (a) and (b) must not unreasonably or adversely affect a lessee of a Lot.

9.20 Rivello Management Group Rules

The Rivello Management Group may make rules and security arrangements concerning the Complex and the Shared Area or Shared Utility Infrastructure and any other areas over which Owners and others have rights of access or support and shelter.

10. SHARED COSTS

10.1 Payment of Shared Costs

Each Precinct Owner must pay its proportion of each Shared Cost as set out in the Shared Services Schedule and the Shared Area Schedule.

10.2 Time for Payment

A Precinct Owner must pay its proportion of each Shared Cost:

- (a) by regular contributions in the manner and at the times determined by the Rivello Management Group under clause 10.4; or
- (b) where no regular contributions have been determined, within 14 days of request by the Rivello Management Group or the Precinct Owner who incurs, or is liable for, the Shared Cost.

10.3 Recovery of Shared Costs Incurred by Precinct Owners

A Precinct Owner who incurs, or is liable for, a Shared Cost may request reimbursement by written notice:

- (a) to the Building Manager if regular contributions have been determined by the Rivello Management Group under clause 10.4,

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- (b) otherwise, to the Precinct Owners liable to contribute to the Shared Cost.

A request for payment must be accompanied by reasonable details of the calculation of the costs, including copies of any appropriate invoices.

10.4 Contributions levied by Rivello Management Group

The Rivello Management Group may:

- (a) prepare a budget of anticipated Shared Costs for a period of up to 12 months (including a reasonable allowance by way of contribution towards anticipated future Capital Costs);
- (b) on the basis of its budget, determine contributions to be levied on Precinct Owners for that period;
- (c) decide the number of instalments;
- (d) fix the date on or before which payment of each instalment is required; and
- (e) if it becomes apparent that the Shared Costs for the period will exceed the budgeted amount and as a result, the Rivello Management Group will be unable to meet the Shared Costs, formulate a revised budget and contributions.

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

10.5 Notice of payment due

Unless otherwise determined by the Rivello Management Group, the Rivello Management Group must give each Precinct Owner at least 30 days prior notice of:

- (a) the amount of an instalment to be paid; and
- (b) the date by which the instalment must be paid.

10.6 Interest on unpaid amounts

A Precinct Owner who fails to pay any money due to the Rivello Management Group or another Precinct Owner:

- (a) must pay interest on the arrears from the day on which payment was due until the date it is paid at the rate prescribed by the Rivello Management Group's bank or the other Precinct Owner's bank (as the case may be) for unsecured overdrafts of more than \$100,000 at 10:00 am on the Monday after the default plus 3%. Interest will be calculated on daily balances; and
- (b) must pay on demand all costs and expenses incurred in recovering the outstanding money and interest. These costs include, for example, lawyers' fees (including GST) incurred in connection with any proceedings against the owner.

11. ARCHITECTURAL AND LANDSCAPING STANDARDS

11.1 Owners to maintain and repair

Subject to the other provisions of this BMS, an Owner must:

- (a) keep the Owner's Lot clean and tidy; and
- (b) maintain the Owner's Lot in good repair and condition,

consistent with the high quality and standard of finishes in the Complex.

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11.2 Maintenance of Green Wall

Without limiting clause 11.1, the Residential Precinct Owner must keep the external green wall of the Complex within the Residential Precinct well maintained and in an attractive state at all times including all necessary irrigation, fertilizing, pruning, removal of dead leaves and replacement of dead vegetation.

11.3 Precinct Owners may agree on standards

- (a) The Precinct Owners may agree upon the architectural and landscaping standards for the Complex. The standards must ensure the appearance (and all other aspects of the Complex) are maintained at a high standard and quality.
- (b) A Precinct Owner may request the Rivello Management Group to determine and publish architectural and landscaping standards for the Complex.
- (c) The Rivello Management Group must provide a copy of the architectural and landscaping standards to a Precinct Owner on request.
- (d) Owners must comply with all architectural and landscaping standards under this BMS.

11.4 Green Star Rating

The Original Owner has targeted the Target Rating for the Complex. In order to satisfy the requirements for the Target Rating, the Precinct Owners must:

- (a) perform their respective obligations in Annexure D; and
- (b) cooperate with each other as reasonably required (including providing necessary access and data) to enable the Target Rating to be achieved and maintained.

12. DISPUTE RESOLUTION

12.1 Notice of dispute

If a Dispute exists, a Precinct Owner may commence the Dispute resolution procedure in this clause 12 by giving a Dispute Notice to each Precinct Owner involved in the Dispute.

12.2 Form of notice

A Dispute Notice must:

- (a) be in writing;
- (b) describe what the Dispute is about;
- (c) identify the provisions of this BMS or the law that applies to the Dispute;
- (d) set out the facts and other circumstances on which the party relies;
- (e) state the position of the party serving the Dispute Notice;
- (f) be accompanied by sufficient information or materials dealing with the Dispute to enable the other parties to understand the nature of and formulate a view on the Dispute, including copies of correspondence and other documents referred to in the Dispute Notice; and
- (g) be served on each Precinct Owner involved in the Dispute and the Rivello Management Group.

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12.3 Negotiation

Within 10 Business Days after a party gives a Dispute Notice, the Representatives of the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet at the Complex at 2pm on the 10th Business Day after the day the Dispute Notice is given, to try to resolve the Dispute by negotiation.

12.4 Expert

If the Dispute is not resolved within one month of the Dispute Notice being given, a Precinct Owner may give the other parties to the Dispute a notice requiring the Dispute to be referred to an Expert for determination ("**Determination Notice**").

12.5 Appointment of Expert

If the Precinct Owners cannot agree on an Expert within 7 days after a Determination Notice is given, a Precinct Owner may ask the President of the Queensland Law Society to appoint a person who has the qualifications, experience or standing appropriate for acting as an Expert for the dispute.

12.6 Functions of Expert

An Expert acting under this part:

- (a) acts as an expert and not as an arbitrator;
- (b) may consider documents and other information provided by the parties to the Dispute which the Expert considers are relevant to his or her determination;
- (c) may interview people (including the parties to the Dispute) who the Expert considers may be helpful in resolving the issues raised by the Dispute Notice and may inspect documents and collect information from people other than the parties for that purpose;
- (d) is not bound by the rules of natural justice or the rules of evidence;
- (e) must determine the Dispute as soon as reasonably possible after being appointed; and
- (f) must give written reasons for his or her decision.

12.7 Expert's decision binding

The decision of an Expert is final and binding on the parties to the Dispute without a right of appeal so far as the law allows.

12.8 Costs of Determination

The parties to the Dispute must:

- (a) share the costs of the Expert equally unless the Expert orders otherwise; and
- (b) pay their own costs in connection with the resolution of the Dispute.

13. TERMINATION OF BMS

13.1 Termination of BMS

This BMS may be terminated if:

- (a) the Precinct Owners decide by Unanimous Resolution to terminate it; and

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

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

13.2 Procedure upon extinguishment

Upon extinguishment of this BMS:

- (a) the Rivello Management Group bank accounts must be closed;
- (b) the Precinct Owners become entitled to the credit balance of the administrative fund and sinking fund in proportion to their contributions under clauses 10.4; and
- (c) the liabilities of the Rivello Management Group vest severally in the Precinct Owners in the same proportions.

13.3 Continuing current contracts

All current service contracts relating to the Shared Areas and Shared Utility Infrastructure and the Complex under the BMS must be maintained by the Precinct Owners for their remaining terms. Precinct Owners must contribute to the cost of the service contracts in the proportions determined by the Rivello Management Group for the payment of contributions.

13.4 Keeping records

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

14. NOTICES

14.1 Details to be given

Precinct Owners must advise the Rivello 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's Rivello;
- (f) Representative's telephone number; and
- (g) Representative's email (or a similar electronic) address.

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14.2 How notice to be given

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

- (a) must be in writing;
- (b) may be left at or posted to the address or sent to the facsimile number of the party last known to the sender;
- (c) in the case of a notice to the Rivello Management Group, may be given to the Building Manager.

14.3 When notice is given

A notice is taken to be given:

- (a) on the day of delivery (if left at the address of the party in Queensland last known to the sender);
- (b) on the second Business Day after posting (if sent by post); and
- (c) by 5:00pm on the Business Day a facsimile is sent (if the facsimile is sent prior to 5:00pm according to the transmission report of the sender), but otherwise on the next Business Day.

15. GENERAL

15.1 GST

- (a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this document, the recipient will pay to the supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply, subject to receipt of a tax invoice.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement will be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- (c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.
- (d) For the purposes of this clause, words and phrases defined in the *GST Act* have the same meaning when the context indicates otherwise.

15.2 Rights run with Ownership

If a Precinct is subdivided in whole or in part:

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

15.3 Non-interference

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

15.4 Owners and others to comply

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

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15.5 Precinct Owner's rules

A Precinct Owner may make rules (or by-laws) and security arrangements for a Precinct concerning the use and operation of Improvements, pedestrian access, vehicular access and other Shared Areas or Shared Utility Infrastructure but may not make rules that restrict or interfere with a right granted under this BMS.

15.6 Obligations

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

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ANNEXURE A

Definitions and Interpretation

1. DICTIONARY

In this BMS:

Apportionment Method means the method for determining each Precinct Owner's proportion of a Shared Cost, as specified in the Shared Area Schedule or the Shared Services Schedule including the following:

Area Basis means the Shared Cost payable by a Benefitted Precinct is determined in proportion to the total area of each Benefitted Precinct.

GFA Basis means the Shared Cost payable by a Benefitted Precinct is determined in proportion to the GFA of each Benefitted Precinct.

Number of Carspaces Basis means the Shared Cost payable by a Benefitted Precinct is determined in proportion to the number of carspaces within the Shared Area (with a tandem carspace counting as two) belonging to each Benefitted Precinct.

Number of Lots Basis means the Shared Cost payable by a Benefitted Precinct is determined in proportion to the number of Lots (or, if a Lot comprises more than one individual dwelling, the number of individual dwellings within the Lot) comprising each Benefitted Precinct;

User Pays Basis means the cost for the relevant Shared Area or Shared Utility Infrastructure is apportioned based on a meter (or similar equipment) which records the use of the Shared Area or Shared Utility Infrastructure (or the thing supplied by it) by the Precinct Owners of the relevant Precinct.

Weighted GFA Basis means the Shared Cost payable by a Benefitted Precinct is determined in the following proportions:

- | | | |
|-----|----------------------|----------------------------------|
| (a) | Residential Precinct | $RG/(RG + CG \times 5)$ |
| (b) | Commercial Precinct | $CG \times 5/(RG + CG \times 5)$ |

where

RG = the GFA of the Residential Precinct

CG = the GFA of the Commercial Precinct

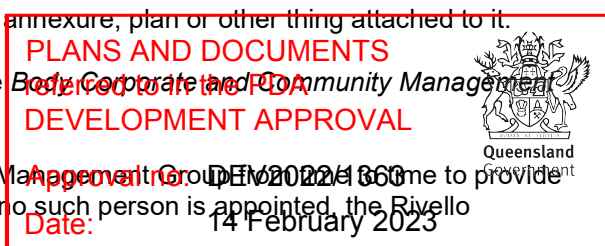
Benefitted Precinct means a Precinct that benefits from a Shared Area, Shared Utility Infrastructure or Encroaching Private Utility Infrastructure, as the case requires.

BMS means this building management statement including any annexure, plan or other thing attached to it.

Body Corporate means a body corporate constituted under the Body Corporate and Community Management Act 1997.

Building Manager means the person appointed by the Rivello Management Group or, if no such person is appointed, the Rivello Management Group.

Business Day means a day on which banks in the place in which the Complex is situated are open for business.



Capital Costs or **CC** means the cost of capital items including renewal and replacements of Shared Utility Infrastructure or a Shared Area (or any parts of it).

Commercial Precinct means lot 301 on SP 324342.

Complex means the commercial and residential buildings known at the date of this BMS as "Rivello" comprising:

- (a) the Residential Precinct; and
- (b) the Commercial Precinct,

and includes all buildings and other Improvements built on or within that land.

Developer means the registered owner of the Lots on registration of this BMS.

Dispute means any dispute between Owners or Representatives about:

- (a) the meaning or construction of this BMS;
- (b) the rights or obligations of an Owner under this BMS;
- (c) any resolution of the Rivello Management Group or the failure of any resolution to be considered by the Rivello Management Group;
- (d) amounts determined by the Rivello Management Group under clause 10.4;
- (e) the operation, maintenance, repair or replacement of a Shared Area, Shared Utility Infrastructure, Protected Utility Infrastructure or Structural Elements;
- (f) any other matter which, under this BMS, may be referred for determination under clause 12.

Dispute Notice means a notice given under clause 12.1 containing the information in clause 12.2.

Expert means the person appointed to determine a dispute under clause 12.

GFA means the total area of all floor levels in the relevant building (or part of a building) within a Benefitted Precinct measured to the inside of the external walls, including:

- (a) all internal walls, windows, columns and elevator shafts;
- (b) all internal and external stairs, landings, ramps, escalators or other means of access between levels,

but excluding the area of:

- (c) any lift plant, motor room or air conditioning or other mechanical/electrical plant and equipment room;
- (d) any private balcony, where not used as a restaurant, shop, club, hotel or nightclub, whether roofed or not. A balcony includes any outdoor space in or on the building that is a projection from a building, whether or not it is cantilevered or supported partially by posts, braces or columns;
- (e) any roof deck, where not used as a restaurant, shop, club, hotel or nightclub. A roof deck includes any outdoor space in or on the building that is situated wholly or immediately above an enclosed storey or a storey used for carparking;
- (f) any lobby at ground storey level;
- (g) all rooms on the ground storey of a residential development associated with landscape and recreation where the total area of these rooms is no more than 5% of the site's total landscape and recreation area;

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- (h) areas used or intended for storage associated with a residential use where on an enclosed level on which carparking is also provided for that residential use no part of which is more than 1m above ground;
- (i) areas used or intended for the parking of motor vehicles, where the parking is incidental to, and necessarily associated with, the use of some premises.

GST has the meaning set out in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

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

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

Lot Owner means the registered owner of a Lot within the Complex from time to time. For common property in a community title scheme, the Lot Owner is taken to be the Body Corporate for the scheme.

Maintenance includes maintaining, inspecting, repairing, replacing, altering and renewing and **Maintain** and **Maintaining** have corresponding meanings.

Operating Costs or **OC** means:

- (a) electricity and other energy costs incurred in the operation of;
- (b) costs of engaging employees or contractors to operate or supervise the use of; and
- (c) costs of hiring, operating and Maintaining all equipment required in the operation and Maintenance of, a Shared Area or Shared Utility Infrastructure.

Owner means a Precinct Owner or a Lot Owner.

Portside East means the mixed use residential and commercial development comprising all of the land over which the Portside East BMS is registered from time to time (including the Complex).

Portside East BMS means building management statement no 7108589124, as amended from time to time.

Precinct means:

- (a) the Residential Precinct; or
- (b) the Commercial Precinct.

Precinct Owner means the owner of a Precinct from time to time but:

- (a) for the Residential Precinct, upon its creation means the Rivello Body Corporate;
- (b) for the Commercial Precinct, if a community titles scheme is created in respect of the Precinct, on establishment of the scheme, means the Body Corporate for the scheme; and
- (c) in any other case, if there is more than one owner of Lots within a Precinct, it means all of the owners jointly and severally.

Protected Utility Infrastructure means Utility Infrastructure within a Precinct (the "Burdened Precinct") which

- (a) does not benefit the Burdened Precinct; and
- (b) is not Shared Utility Infrastructure (that is, it benefits Lots within only one Precinct).

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It includes a section of the Utility Infrastructure such as a trunk or branch line which delivers Services from Shared Utility Infrastructure for one Precinct only.

Quarter means each period of 3 months commencing on 1 January, 1 April, 1 July and 1 October.

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

Residential Precinct means all Lots within the Rivello community titles scheme from time to time.

Rivello Body Corporate means the Body Corporate for Rivello community titles scheme which is the Body Corporate established for the Residential Precinct.

Rivello Management Group means the management group established for the Complex under clause 9.1.

Routine Maintenance Costs or **RMC** means the cost of periodic maintenance and repair of Shared Utility Infrastructure or a Shared Area including cleaning and servicing, testing and replacement of minor parts (eg light bulbs) and includes a reasonable proportion of any management or caretaking fee and any health and safety audit (if any) paid by a Precinct Owner for maintenance of the relevant facility.

Services means hot and cold water reticulation or supply, gas reticulation or supply, electricity supply, air conditioning, telephone services, computer, data or television services (by satellite or otherwise), sewerage systems, drainage systems, systems for the removal or disposal of garbage or waste, security systems, exterior building cleaning systems, exhaust systems, emergency and fire control systems, grease trap services or facilities and any other system or service designed to improve the safety, security or amenity or enhance the enjoyment of the Precincts and Lots in the Complex.

Shared Area means a shared part of land or a building within the Complex including without limitation, a shared:

- (a) driveway, road, footpath, walkway, carpark or loading dock;
- (b) foyer, corridor, thoroughfare, stair or lift; and
- (c) storage room, plant room or management office;

as identified in the Shared Area Schedule.

Shared Area Schedule means the schedule identifying the Shared Areas within the Complex in Annexure B.

Shared Costs means:

- (a) the costs specified in the Shared Services Schedule or the Shared Area Schedule of:
 - (i) operating and Maintaining Shared Areas and Shared Utility Infrastructure;
 - (ii) operating and Maintaining any machinery, equipment and other things in the Complex; and
 - (iii) procuring the provision of Shared Services other than through Utility Infrastructure (for example, the cost of engaging a security contractor),

which are for the use or benefit of the Owners and Occupiers within two or more Precincts;

- (b) administrative costs incurred by the Rivello Management Group (including the cost of engaging a Building Manager);
- (c) the cost of any insurances required to be effected by the Rivello Management Group under this BMS

Unless otherwise stated in the Shared Services Schedule or the Shared Area Schedule, the term includes Operating Costs, Routine Maintenance Costs and Capital Costs.

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Shared Services means Services provided for the benefit of Lots within two or more Precincts.

Shared Services Schedule means the schedule identifying the Shared Utility Infrastructure and Shared Services within the Complex in Annexure C.

Shared Utility Infrastructure means Utility Infrastructure within the Complex which benefits Lots within two or more Precincts.

Structural Elements means all supporting columns, walls, concrete slabs, foundations and footings and other building elements associated with the structural integrity of the Complex or any part of it.

Target Rating means a rating of 4-star Green Star Design & As-Built v 1.2 under the Green Star Ratings Scheme published by the Green Building Council of Australia.

Unanimous Resolution means a resolution of the Rivello Management Group which all Representatives vote in favour of except Representatives of those Precinct Owners that are not entitled to vote under the BMS.

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

2. INTERPRETATION

In this BMS:

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

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ANNEXURE B

Shared Area Schedule

Shared Area (as shown on attached plans)	Description	Benefited Precincts	Nature of Right	Conditions Applying to Rights	Shared Cost	Apportionment Method	Maintenance/Op erating Responsibility
A	Western Laneway/Carpark Access	Commercial Residential	Vehicular and pedestrian access	Refer to clause 4.6	OC RMC CC	Weighted GFA Basis	Commercial
B	MSB Room, Comms Room, Electrical room, Service Corridor	Commercial Residential	Access for the installation and Maintenance of plant and equipment Access along service corridor to End of Trip Facility (Shared Area E)	Persons accessing the Shared Area must comply with any: a) Conditions of approval; b) Reasonable directions of the Commercial Precinct Owner with respect to activities conducted in the Shared Area; c) Rules promulgated by the Rivello Management Group; and d) Requirements of the Centre Management Plan, which may be varied from time to time.	OC RMC CC	Weighted GFA Basis	Residential
C	Pump Room	Commercial Residential	Access for the installation and maintenance of plant and equipment in the area. Right includes reasonable access over the Residential Precinct for the purpose of accessing the Shared Area		OC RMC	GFA Basis	Residential
D	Loading/unloading zone	Commercial Residential	Shared use of Loading Zone	The Commercial Precinct Owner to appoint a Loading	OC RMC	Weighted GFA	Commercial

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Shared Area (as shown on attached plans)	Description	Benefited Precincts	Nature of Right	Conditions Applying to Rights	Shared Cost	Apportionment Method	Maintenance/Operating Responsibility
				Zone Manager who may establish reasonable rules for the operation of the Loading Zone and manage a booking system.	CC		
E	End of Trip Facility	Commercial Residential	Access and use of facilities for Commercial Owner, its tenants and their staff and for any manager engaged by the Residential owner and its staff		OC RMC CC	Commercial 100%	Commercial
F	Commercial Air-Conditioning Condenser Zone	Commercial Residential	Commercial Precinct is entitled to install and maintain plant and equipment in this area	Ni	OC RMC CC	Commercial 100%	Commercial
N/A	Access over Residential Precinct driveway to Commercial Grease trap in Basement 1	Commercial Residential	Access for Commercial Precinct to Maintain Commercial grease trap	Refer to Clause 4.6	Nil	N/A	Residential

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ANNEXURE C

Shared Services Schedule

Shared Service	Benefited Precincts	Nature of Right	Shared Costs	Apportionment Method	Maintenance/Operating Responsibility
Shared components of Domestic Cold Water System	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
Shared components of Fire Safety Systems	Commercial Residential	Shared use of service	OC RMC CC Where there is a False Alarm/Activation, the Owner of the Lot, the subject of the False Alarm/Activation is responsible for the costs associated with the False Alarm/Activation	GFA Basis	Residential
Shared Electrical Infrastructure	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
Shared Gas Infrastructure	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
Shared Sewerage Infrastructure	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential

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Shared Service	Benefited Precincts	Nature of Right	Shared Costs	Apportionment Method	Maintenance/Operating Responsibility
Shared elements of security system (Cameras and Monitors)	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
Shared telephone/comms System	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
Shared TV Infrastructure	Commercial Residential	Shared use of service	OC RMS CC	GFA Basis	Residential
Lightning Protection	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
Stormwater management system	Commercial Residential	Shared use of service	OC RMC CC	GFA Basis	Residential
BMS Administration	Commercial Residential	Shared benefit of service	Contract cost	Commercial 50% Residential 50%	Residential Owner and Commercial Owner to jointly appoint BMS manager
Caretaking and management of Shared Areas and Shared Services	Commercial Residential	Shared benefit of service	Contract cost	Commercial 8% Residential 92%	Residential

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ANNEXURE D

Green Star Rating Obligations

Obligation	Precinct Owner Responsible
Credit Code 2.3 Building Systems Tuning A tuning process is required for all nominated building systems. This includes, at a minimum, quarterly adjustments and measurement for the first twelve (12) months after occupation and a review of building system manufacturer warranties. The scope of the tuning works will determine the relevant tuning period. The building tuning process requires the analysis of data from the monitoring systems and assessment of feedback from occupants on building conditions. During the tuning period, steps must be taken to adjust the nominated building systems to account for all identified deficiencies. All nominated building systems must be tuned after practical completion. The Contractors and Sub-Contractors must provide the following: (a) Operating and Maintenance manuals developed in accordance with approved standards and guidelines (refer to below Guidance); (b) A building tuning manual, or a building tuning plan, developed in accordance with the approved standards and guidelines; and (c) A Building Tuning Team. The Contractors are to tune the nominated systems. This includes the following scope as a minimum: (a) Verification that nominated systems are performing to their design potential at full and partial conditions;	Residential Precinct Owner

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(b) Reviews of environmental performance against the environmental targets; (c) Collection of user feedback to match the system performance with the occupant's needs; (d) Adjustment of all the systems to account for all deficiencies discovered; and (e) Management, communication, and assignment of responsibilities for the tuning process within the Team. Guidance - AIRAH DA27 Building Commissioning 2011. - AIRAH DA28 Building Management and Control Systems (BMCS) 2011. - CIBSE Commissioning Code M (and the ancillary codes for relevant services). - ASHRAE Commissioning Guideline 1.1-2007 (for mechanical services). - BSRIA Soft Landings Framework, http://www.cibse.org/soft-landings-framework-australia - new	
Credit 4 Building Information Building user information must be made available to the facilities and maintenance teams and all relevant stakeholders in accordance with the following requirements. Format of Building User Information Building User Information must be provided in a digital format and made available through any combination of digital signage or interactive information kiosks in high traffic public areas (e.g. building foyer, lift lobby, or lift displays), induction or training material, website or intranet, or apps for mobile devices. This is to ensure that it is available to the 'Building User' and that it is a source of up to-date, relevant Information. Building User Information must be able to be updated and edited by the facilities management team to ensure it remains current and relevant to building users throughout the life of the building.	Residential Precinct Owner
Credit Code 5.1 Environmental Building Performance Commercial Precinct Owner and tenants: The Commercial Precinct Owner and tenants must jointly agree to commit to targets through commitments to each other (e.g. 'Best Practice Lease' Agreement (or similar), or a memorandum of understanding). Must include targets specified in section 5.1.2 of Green Star.	Commercial Precinct Owner PLANS AND DOCUMENTS referred to in the PDA DEVELOPMENT APPROVAL Approved through DE V2022/1368 Date: 14 February 2023 

SCHEDULE

Residential Precinct The Residential Precinct Owner must commit to environmental performance targets for common areas and services through an internal requirement (policy, guideline, or environmental management plan) that targets are set and measured.	Residential Precinct Owner
Credit Code 5.2 End of Life Waste Performance 5.2A Contractual Agreements At least 80% of the project's GFA, excluding carparking areas, has a formal commitment in place to reduce demolition waste at the end of life of an interior fitout or base building component. Commercial Precinct The Commercial Precinct Owner and tenants must jointly agree to commit to best practice 'make good' clauses in the lease. The 'make good' clause must follow industry recognised standards or guidelines (such as Greening Make Good, RICS Oceania, and Better Buildings Partnership). This joint commitment to reducing construction waste at the end-of-life of a fitout or base building component must outline: (a) A mutually agreed methodology for building owner and tenants to follow at the end-of-life of their fit-out or base building component, including clear metrics; and (b) Performance measurement procedures for building owner and building tenants, including clear reporting procedures. Where the lease agreements do not have best practice 'make good' clauses in place, a separate legal agreement or memorandum of understanding that addresses these requirements may be used.	Commercial Precinct Owner
Residential Precinct The Residential Precinct Owner must extend the life of the finishes to all common areas to at least 10 years, barring minor wear and tear or minor repairs	Residential Precinct Owner
Credit 12 Visual Comfort	Commercial Precinct Owner and Residential Precinct Owner

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SCHEDULE

Blinds or Screens All blinds or screens in all primary spaces (excluding residential apartments) must meet the following criteria: (a) The blinds must provide glare reduction to at least 95% of the primary space floor area. (b) Blinds must be controlled by all affected occupants within each individual space; and (c) Blinds must have a visual light transmittance (VLT) of $\leq 10\%$. (d) Manual or automated internal, in-glazing, or external blinds can be used. (e) Where automated blinds are used, they must be controlled either by a management system or by manually activated switch. All automated blinds and screens must be equipped with a manual override function accessible by occupants in each of the adjacent spaces served.	
Credit Code 30E.1 Green Cleaning The cleaning services used in the Complex must be delivered in accordance with a green cleaning policy or scope of works. This is applicable to all common areas. This green cleaning policy covers all cleaning and monitoring procedures, materials and tasks undertaken within the Precinct Owner's (and Contractor's) control. The green cleaning policy must include details regarding: (a) Implementation procedures and strategies; (b) Environmental performance measurements, including metrics; (c) Quality assurance for ongoing improvement; (d) Responsible parties; (e) Cleaning personnel requirements (including documented monitoring and reporting procedures); and (f) A review process to assess the success of the green cleaning policy and make improvements, based on lessons learned; and (g) Environmental goals and objectives that address the following items: (i) Strategies to ensure high standards of surface hygiene and cross-contamination prevention, including hand-hygiene education for occupants and cleaners; (ii) Procurement guidelines and standards that cover all cleaning products and equipment to minimise health risks and meet best practice environmental performance aims.	Commercial Precinct Owner and Residential Precinct Owner

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BASEMENT LEVEL

Emt D
SP293014

WHARF
STREET

Sheet
1 of
4

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- BMS Area A
- BMS Area B
- BMS Area C
- BMS Area D
- BMS Area E
- BMS Area F

NOTES:
1. Drawn to scale on A3 sheet.
2. Architectural information provided by GatesParker & is proposed only.

G	Plan Updated	BRJ	15/12/2022
F	Plan Updated	BRJ	7/12/2022
E	Plan Updated	BRJ	26/08/2022
D	Plan Updated	SDS	12/05/2021
C	Plan updated	SDS	12/02/2021
B	Emts & BMS Area C	SDS	08/02/2021
A	Original Issue	SDS	25/1/2021
Issue	Revision	Int	Date

Title:
Plan of BMS Areas A-F
in Lots 301 & 302 on SP324342

Client: **BROOKFIELD**
Locality: **HAMILTON**
Local Gov: **BCC** Prepared By: **SDS**
Surveyed By: **Approved: BM**
Date Created: **25/1/2021** Scale: **1:250**
Comp File:
Plan No: **15344_074_MIS**

703
SP287531

Emt A
SP286354

900
SP257483

Emt ELB SP324342 (Volumetric)

302
SP324342

301
SP324342

CP
"Gallery House"
CTS 52881
(SP295830)

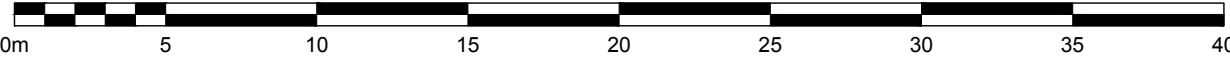
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CP
"Portside East Principal"
CTS 52860
(SP287543)

1
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2
SP224040

Scale 1:250



DIRECTION OF
3D VIEW

GROUND LEVEL

WHARF STREET

Sheet 2 of 4

- BMS Area A
- BMS Area B
- BMS Area C
- BMS Area D
- BMS Area E
- BMS Area F

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Plan No:	15344_074_MIS		

A3

Emt D
SP293014

Emt A
SP286354

900
SP257483

302
SP324342

301
SP324342

Emt ELA
SP324342
(Volumetric)

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1
SP224040

2
SP224040

Scale 1:250



MEZZANINE LEVEL

WHARF STREET

Sheet 3 of 4

- BMS Area A
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- BMS Area F

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703
SP287531

Emt D
SP293014

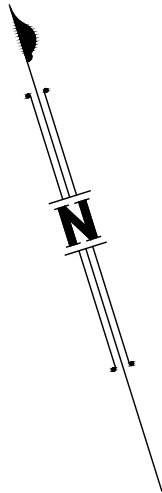
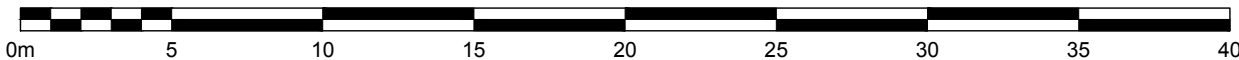
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SP286354

900
SP257483

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SP224040

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SP224040

Scale 1:250



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(SP295830)

201
SP287543
(Volumetric)

(C)

302
SP324342

301
SP324342

PODIUM LEVEL 1

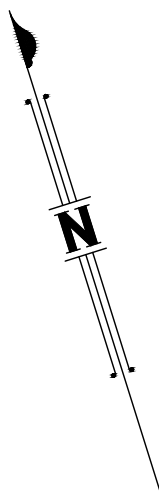
WHARF STREET

Sheet 4 of 4

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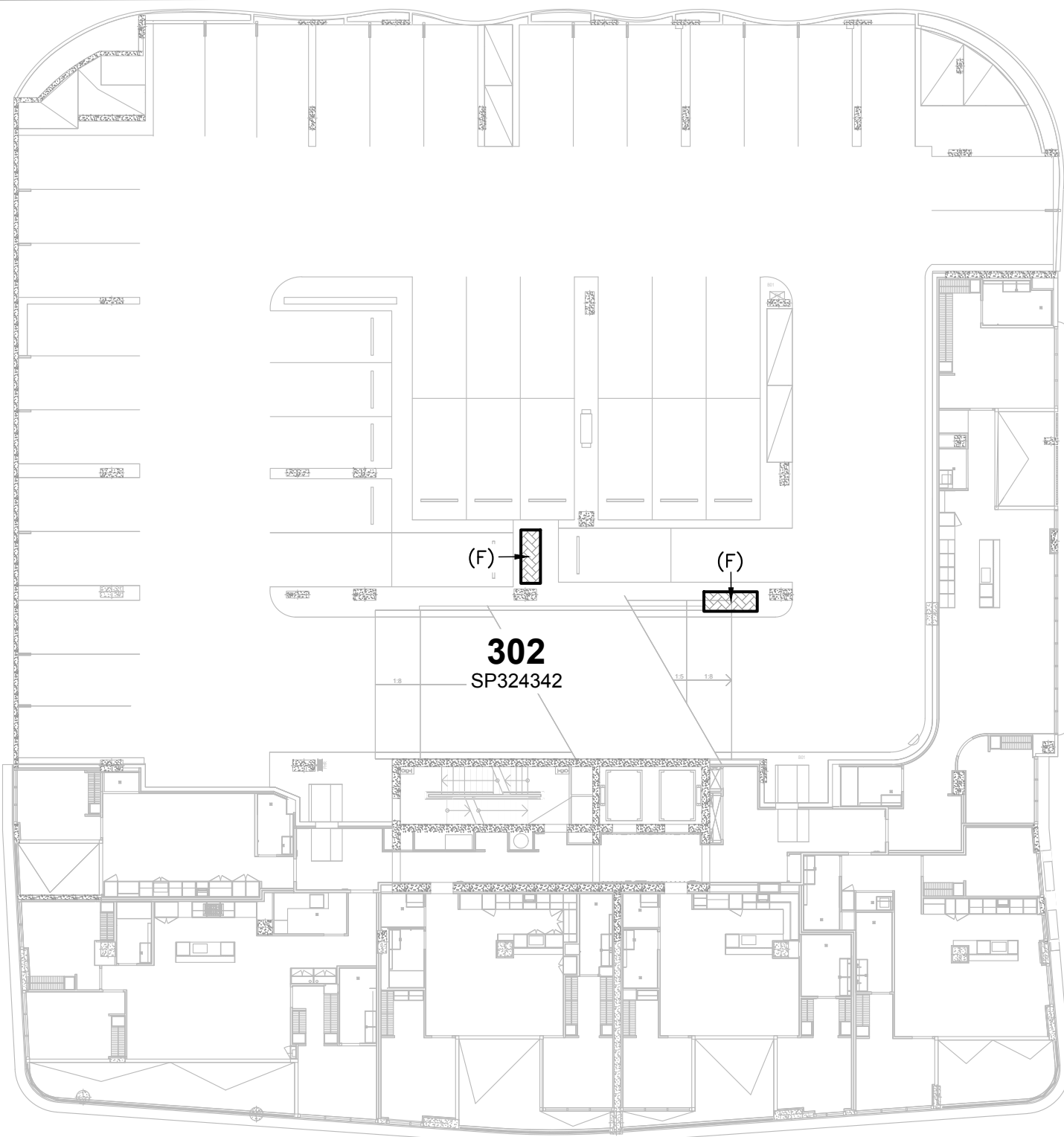
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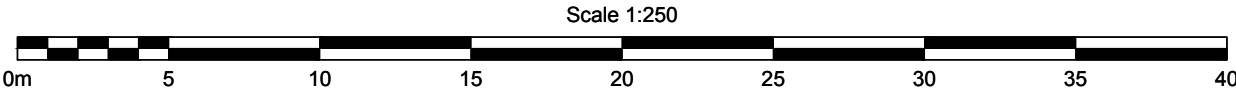


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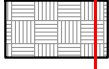
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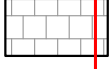
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-  BMS Area A

 BMS Area B

 BMS Area C

 BMS Area D

 BMS Area E

 BMS Area F
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DEVELOPMENT APPROVAL

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14 February 2023

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