

Property Management Agreement

This Agreement is made the **26th** day of **August** 2021

BETWEEN: THE BODY CORPORATE FOR WHARF APARTMENTS CTS 28245 ('the Body Corporate')

AND: RAZCRUZ PTY LTD ACN 608 306 556 AS TRUSTEE FOR THE RASMUSSEN FAMILY TRUST ('the Property Manager')

AND: BRETT WALTER RASMUSSEN AND REYMAR RASMUSSEN ('the Guarantors')

RECITALS:

- A. The Body Corporate is constituted consequent upon the establishment of the Scheme and has the power to appoint a Common Property Manager to conduct a property management business for the Scheme.
- B. The Body Corporate wishes to provide for the proper maintenance of the Common Property.

TERMS:

1. APPOINTMENT

- 1.1 The Body Corporate engages the Property Manager as a service contractor to provide management services for the proper maintenance of the Common Property.
- 1.2 The Property Manager accepts the appointment as a service contractor on the terms of this Agreement.

2. DURATION OF APPOINTMENT

- 2.1 The Property Manager's original term of appointment is for a period commencing on the Commencement Date and ending on the Termination Date.
- 2.2 If there is not, at the time the Property Manager gives notice under this clause nor at 2 July 2025, an outstanding breach of this Agreement by the Property Manager entitling the Body Corporate to terminate it, the Property Manager may by giving written notice to the Body Corporate not more than six (6) months and not less than three (3) months before 2 July 2025, extend or renew this Agreement or the term of it for the period of

five (5) years commencing on 3 July 2025 and ending on 2 July 2030, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause which will be deleted and except that the Remuneration for the first year of this further period, and then for subsequent years of this further period, will be calculated in accordance with the manner of increase set out in clause 5.2 of this Agreement.

- 2.3 If there is not, at the time the Property Manager gives notice under this clause nor at 2 July 2030, an outstanding breach of this Agreement by the Property Manager entitling the Body Corporate to terminate it, the Property Manager may by giving written notice to the Body Corporate not more than six (6) months and not less than three (3) months before 2 July 2030, extend or renew this Agreement or the term of it for the period of five (5) years commencing on 3 July 2030 and ending on 2 July 2035, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause which will be deleted and except that the Remuneration for the first year of this further period, and then for subsequent years of this further period, will be calculated in accordance with the manner of increase set out in clause 5.2 of this Agreement.
- 2.4 If there is not, at the time the Property Manager gives notice under this clause nor at 2 July 2035, an outstanding breach of this Agreement by the Property Manager entitling the Body Corporate to terminate it, the Property Manager may by giving written notice to the Body Corporate not more than six (6) months and not less than three (3) months before 2 July 2035, extend or renew this Agreement or the term of it for the period of five (5) years commencing on 3 July 2035 and ending on 2 July 2040, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause which will be deleted and except that the Remuneration for the first year of this further period, and then for subsequent years of this further period, will be calculated in accordance with the manner of increase set out in clause 5.2 of this Agreement.
- 2.5 If there is not, at the time the Property Manager gives notice under this clause nor at 2 July 2040, an outstanding breach of this Agreement by the Property Manager entitling the Body Corporate to terminate it, the Property Manager may by giving written notice to the Body Corporate not more than six (6) months and not less than three (3) months before 2 July 2040, extend or renew this Agreement or the term of it for the period of five (5) years commencing on 3 July 2040 and ending on 2 July 2045, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause which will be deleted and except that the Remuneration for the first year of this further period, and then for subsequent years of this further period, will be calculated in accordance with the manner of increase set out in clause 5.2 of this Agreement.

3. PROPERTY MANAGER'S OBLIGATIONS

3.1 The Property Manager must:

- (a) obtain and comply with any consent, approval or licence needed to perform all of its obligations under this Property Management Agreement;
- (b) perform all of its obligations under this Property Management Agreement in a way that will have the least impact on the use and enjoyment of Common Property by lot occupants;
- (c) perform all of its obligations under the Property Management Agreement and use the Common Property in a professional and competent way;
- (d) comply on time with the law and the requirements of authorities in connection with this Property Management Agreement including the employment of staff and workplace conditions;
- (e) not do anything that is or may be unlawful, dangerous, immoral, annoying or offensive, likely to cause nuisance or injury or that may interfere with other people in the Scheme;
- (f) insure against public liability for the amount of ten million dollars for a single claim (or another sum that the Body Corporate may require) and workers' compensation (if applicable);
- (g) ensure that the Property Manager's Insurance for public liability is in the joint names of the Body Corporate and the Property Manager and any other person required by the Body Corporate;
- (h) give the Body Corporate certificates of currency for insurance if asked to do so;
- (i) immediately notify the Body Corporate if an insurance policy is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy referred to in this clause or any other policy in which the Body Corporate has an interest;
- (j) not do anything that may affect the rules under an insurance policy or result in an increase in any insurance premium for an insurance policy referred to in this clause or any other policy in which the Body Corporate has an interest;
- (k) only exhibit a sign if it has the prior written approval of the Body Corporate, provided that signs in any office and reception area which relate to the business being conducted by the Property Manager do not require approval as long as they are in keeping with the style and quality of the Common Property in the reasonable opinion of the Body Corporate;
- (l) keep those parts of the Management Unit which are not used as a residence in a clean and tidy condition and when reasonably required by the Body Corporate fumigate and clean the non-residential parts of the Management Unit;

- (m) provide all tools and equipment required for ground maintenance (excluding the pool) which shall remain the property of the Property Manager; and
- (n) supervise specialist repairs, maintenance, cleaning and other services provided by third parties to the Body Corporate.

4. GENERAL PROVISIONS

- 4.1 The Body Corporate will at its own cost provide to the Property Manager all tools, equipment and materials required for cleaning the pool and surrounding areas and all cleaning consumables, gardening and weeding agents, new plants and other similar items which shall remain the property of the Body Corporate and may not be removed from the Common Property for maintenance or repair.
- 4.2 The Body Corporate must give the Property Manager a set of plans of the Common Property and other information the Property Manager may reasonably require (updated from time to time) to assist the Property Manager in performing the Duties. The plans remain the property of the Body Corporate and must be returned to the Body Corporate upon determination of this Property Management Agreement.
- 4.3 The Property Manager must become familiar with the plans and information and must remain familiar with them during the term of this Property Management Agreement.
- 4.4 The Property Manager may pledge the credit of the Body Corporate and incur an expense on behalf of the Body Corporate for an individual transaction for an amount not exceeding \$500.00 (or any other higher or lower amount determined by the Committee from time to time).
- 4.5 The credit pledged or expense incurred must be for the purpose of obtaining consumables and goods used in the performance of the Duties of the Property Manager or by the employees of the Body Corporate or for a necessary or incidental purpose approved by the Body Corporate.
- 4.6 An expense properly incurred will be paid by the Body Corporate if the Property Manager has not already paid it. If it has already been paid by the Property Manager then the Body Corporate will reimburse the Property Manager on production of a receipt showing payment.
- 4.7 The Property Manager must check and verify accounts for consumables and goods and services payable by the Body Corporate relative to matters which are the responsibility of the Property Manager under the Property Management Agreement and will notify the Body Corporate whether or not it is in order to pay the accounts.
- 4.8 The Property Manager shall carry out the Duties set out in the Schedule in a timely manner.
- 4.9 The Property Manager shall be entitled to store on the Common Property inflammable, volatile or explosive substances (including chlorine) to the extent reasonably necessary

to perform the Property Manager's Duties safely and in accordance with the requirements of any competent authority.

- 4.10 The Property Manager may use Lot 103 in its business as Property Manager of the Common Property but for no other purpose than residential purposes unless otherwise agreed between the Body Corporate and the Property Manager in writing.
- 4.11 The Property Manager must monitor compliance with the By-laws and advise the Body Corporate of any serious or persistent breaches of them.
- 4.12 The Body Corporate shall appoint (when reasonably requested by the Property Manager to do so) tradesmen or other service providers to carry out specialist repairs, maintenance, cleaning or other services to the Body Corporate at its cost.

5. REMUNERATION

- 5.1 The Body Corporate must pay the Remuneration to the Property Manager by equal monthly instalments in arrears, which is paid in consideration of the due and punctual performance by the Property Manager of its obligations and duties under this Property Management Agreement.
- 5.2 The Remuneration will be reviewed on 3 July 2022 and annually thereafter on the ('Review Date') by increasing the previous year's Remuneration by the same percentage as any percentage increase in the CPI figure published for the quarter immediately before the Review Date over the CPI figure published for the same quarter immediately before the date one year prior to the Review Date. For certainty purposes when conducting the 3 July 2022 review, the remuneration for the year previous is \$36,081.12 plus an amount equal to the increase in CPI for the June 2021 quarter over the CPI for the June 2020 quarter per annum plus GST.
- 5.3 The Body Corporate must pay to the Property Manager in addition to the Remuneration a further amount equal to the Remuneration multiplied by the statutory rate of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999*) prevailing at the time of payment.

6. COMMITTEE REPRESENTATIVE

- 6.1 The Committee may appoint a Representative (who is a member of the Committee) to give instruction to and to communicate with the Property Manager on behalf of the Body Corporate.
- 6.2 The Property Manager must confer fully and freely with the Representative in relation to performance by the Property Manager of its Duties.
- 6.3 If asked to do so, the Property Manager must attend meetings of the Committee or the Body Corporate.

6.4 The Body Corporate must confer with the Property Manager concerning the performance of the Duties by the Property Manager and the control, management and administration of the Common Property and will provide proper and reasonable instructions to the Property Manager.

7. MANAGEMENT UNIT (LOT 103)

7.1 The Property Manager and the registered owner of Lot 103 may be different entities if and only if one of them is a natural person or persons and the other is a corporation in which such natural person or persons hold effective control in the reasonable opinion of the Committee and this provision shall also apply in relation to a purchaser or transferee in relation to which the Property Manager shall have sought the consent of the Body Corporate pursuant to this Property Management Agreement.

8. CORPORATE PROPERTY MANAGER

8.1 If the Property Manager is a company, or a company acting as trustee for a trust, it must appoint a Nominee approved in writing by the Body Corporate.

8.2 The Nominee must satisfy all of the following criteria:

- (a) the criteria that an assignee would need to satisfy an assignment under clause 9;
- (b) be of good character;
- (c) be respectable, responsible and capable of performing the responsibilities of the Property Manager;
- (d) control the Property Manager company. This requirement will be satisfied if the Nominee controls the board of directors of the Property Manager and controls more than 50% of the voting shares of the Property Manager.

8.3 The Body Corporate will not unreasonably withhold its consent if the Property Manager and the Nominee prove to the satisfaction of the Body Corporate that the Nominee meets all of those criteria.

8.4 The Duties of the Property Manager must be performed by the Nominee or under the supervision of the Nominee.

8.5 the Property Manager must ensure that all of the directors and shareholders of the Property Manager company execute the guarantee and indemnity contained in this Property Management Agreement.

9. ASSIGNMENT

- 9.1 The Property Manager must obtain the Body Corporate's consent before the Property Manager transfers or assigns its interest in the Property Management Agreement. However, this clause 9 does not apply to the original owner or a related company.
- 9.2 The Property Manager may only transfer or assign its interest in this Property Management Agreement:
- (a) to a purchaser or transferee of the Management Unit. However, if the new on-site manager is a company approved by the Body Corporate than the Property Manager may assign or transfer the Management Unit to a person who is approved by the Body Corporate and who controls the new Property Manager company; and
 - (b) in accordance with this clause.
- 9.3 The Body Corporate must consent to a transfer or assignment of the Property Manager's interest in this Property Management Agreement if:
- (a) the Property Manager gives the Body Corporate at least 1 month's notice of its request for consent to assign, which must include all pertinent details of the new property manager, at least 2 character references (and if the new property manager is a corporation, or a company acting as trustee for a trust, at least 2 character references of the directors plus details of the proposed purchaser of the Management Unit), at least 2 business references and a bank opinion of the new property manager;
 - (b) the Property Manager satisfies the Body Corporate that the new property manager is respectable, financially secure, able to carry out the Property Manager's obligations and has the experience to act as a property manager and provide the services set out in this Property Management Agreement;
 - (c) the Property Manager is not in breach of this Property Management Agreement;
 - (d) the Property Manager, the new property manager and the Guarantors enter into any agreement the Body Corporate reasonably requires including an agreement stating that the assignment is not effective unless at the time in which the assignment is to take effect the Property Manager transfers an estate in fee simple in the Management Unit to the new property manager or to another person acceptable to the Body Corporate pursuant to a contract of sale in relation to the Management Unit which has been or will be entered into between the Property Manager and the new property manager;
 - (e) any guarantee and indemnity the Body Corporate reasonably requires is provided;
 - (f) the Body Corporate has obtained any consents required by other persons;
 - (g) the Property Manager pays the Body Corporate's costs of giving its consent and any other fee to which it may legally be entitled.

9.4 If the Property Manager is a corporation, or a company acting as trustee for a trust, and there is any alteration to the board of directors or share capital of the Property Manager, or other event which in the reasonable opinion of the Committee alters the effective control of the Property manager, such change of control of the Property Manager shall be deemed to be an assignment of this Property Management Agreement and this clause shall apply.

10. TERMINATION

10.1 The Body Corporate may terminate this Property Management Agreement if the Property Manager or if the Property Manager is a company, a company acting as a trustee for a trust, or partnership the natural person or persons who in the reasonable opinion of the Body Corporate hold effective control of the relevant company or partnership:

- (a) is convicted (whether or not a conviction is recorded) of an indictable offence involving fraud or dishonesty;
- (b) is convicted (whether or not a conviction is recorded) of an indictable offence involving an assault;
- (c) engages in misconduct or is grossly negligent in carrying out the functions required under this Property Management Agreement;
- (d) does not carry out his Duties under this Property Management Agreement and persists in not carrying out those Duties for 14 days or more after the Body Corporate by written notice requires the Property Manager to carry out the Duties;
- (e) transfers an interest in this Property Management Agreement without the Body Corporate's approval.

11. MISCELLANEOUS

Notice

11.1 A notice is to be given under this Property Management Agreement may be given by a party or its solicitor.

11.2 A party may give a notice by:

- (a) delivering or posting it to the other party or its solicitor; or
- (b) sending it to the email address of the other party or its solicitor

11.3 A notice is taken to be given:

- (a) when delivered; or
- (b) if sent by post, 2 Business Days after posting; or

- (c) if sent by email and received before 5.00pm on a Business Day, on the day it is sent; and
- (d) if sent by email, and received after 5.00pm on a Business Day or received on a day that is not a Business Day, on the next Business Day after it is sent.

11.4 Notice by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

Queensland Law

11.5 This Property Management Agreement is governed by Queensland law, and the parties submit to the jurisdiction of the Courts with jurisdiction in Queensland.

Severance

11.6 If any part of this Property Management Agreement is or becomes legally ineffective, invalid or unenforceable, then that part will be severed from this Property Management Agreement and the remainder of this Property Management Agreement will not be affected.

No Waiver

11.7 Nothing in this Property Management Agreement nor any document executed pursuant to this Property Management Agreement shall be construed as a waiver, neglect, forbearance, emission or delay in respect of any antecedent breach of any of the obligations arising under this Property Management Agreement. All the powers, remedies and rights of each party pursuant to this Property Management Agreement shall continue in full force notwithstanding any apparent or valid waiver, neglect, forbearance, omission or delay in enforcement on any prior occasion.

Time is of the essence

11.8 Time is of the essence of this Property Management Agreement.

No Merger

11.9 No act done or document executed in connection with this Property Management Agreement shall operate to prevent any provision to which effect has not been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

Costs

11.10 The Property Manager is to pay the Body Corporate's reasonable administrative costs (including returning officer's fees) associated with this Property Management Agreement, as well as any stamp duty associated with this Property Management Agreement.

12. INTERPRETATION

12.1 The following words have the following meanings unless the contrary intention appears:

- (a) "Act" – means the *Body Corporate and Community Management Act (Qld) 1997*;
- (b) "By-laws" – means the by-laws of the Scheme within the meaning of the Act;
- (c) "Commencement Date" – means 26 August 2021;
- (d) "Committee" – means the committee of the Body Corporate constituted under the Act;
- (e) "Commission Property" – means so much of the land for the time being comprised in the Plan as is not comprised in any lot shown on the Plan;
- (f) "CPI" means the Consumer Price Index (All Groups) Brisbane published by the Australian Bureau of Statistics or its successor. If the Consumer Price Index is suspended or discontinued or its method of calculation is substantially altered, then the CPI must be determined by the President for the time being of the Queensland Law Society Incorporated (or a nominee of the President) whose decision will be final and binding;
- (g) "Duties" – means all things the Property Manager must do under this Property Management Agreement;
- (h) "Management Unit" – means the Lot transferred to the Property Manager contemporaneously and in connection with execution of this Property Management Agreement being Lot 103;
- (i) "Nominee" – means a natural person appointed by the Property Manager and approved by the Body Corporate. See clause 8 for details;
- (j) "Plan" – means the Plan relating to the Community Titles Scheme referred to in Recital A;
- (k) "Regulation Module" means the *Body Corporate and Community Management (Accommodation Module) Regulation 2020*;
- (l) "Remuneration" – means \$36,081.12 plus an amount equal to the increase in CPI for the June 2021 quarter over the CPI for the June 2020 quarter per annum (pro-rata) plus GST for the period from the Commencement Date to 2 July 2022 and after that as calculated under the Agreement;
- (m) "Representative" – means the person appointed by the Committee from time to time pursuant to clause 6;
- (n) "Scheme" – means Wharf Apartments Community Titles Scheme 28245;
- (o) "Services" – means all systems, services and equipment contained in the Scheme Land for the benefit of the Common Property or the Lots generally;
- (p) "Term" – means the term of this Property Management Agreement;

(q) "Termination Date" – means 2 July 2025.

12.2 In this Property Management Agreement, unless a contrary intention appears:

- (a) the Schedules to this Property Management Agreement form part of this Property Management Agreement;
- (b) words denoting the masculine include the feminine and vice versa;
- (c) words importing the singular shall include the plural and vice versa;
- (d) reference to persons include corporations;
- (e) headings are for reference purposes only and do not form part of this Property Management Agreement;
- (f) reference to any statute is as amended or replaced from time to time;
- (g) unless otherwise defined in this Property Management Agreement, words and expressions defined in the Act to have a particular meaning shall have that meaning when used in this Property Management Agreement;
- (h) this Property Management Agreement shall bind the administrators, executors, successors and permitted assigns of each party to this Property Management Agreement;
- (i) every agreement or obligation expressed or implied in this Property Management Agreement by which two or more persons agree to be bound, binds such persons jointly and severally and every provision expressed or implied in this Property Management Agreement which applies to two or more persons applies to such persons jointly and each of them severally.

13. OCCUPATION AUTHORITY

13.1 In accordance with the Act and the applicable Regulation Module, the Body Corporate authorises the Property Manager to have the exclusive use and occupation of those parts of the Common Property identified on the plan or plans attached to this Agreement (marked S1, S2 and S3) for all purposes necessary to enable the Property Manager to carry out the Duties and perform its obligations under this Agreement.

13.2 In respect of the occupation authority areas referred to in clause 13.1, the Property Manager is responsible for:

- (a) keeping the relevant areas in a clean and tidy condition; and
- (b) an increase in insurance premiums payable by the Body Corporate as a result of the occupation authority being granted and the use of the occupation authority areas by the Property Manager (if any).

14. GUARANTEE AND INDEMNITY

14.1 The Guarantors hereby agree with the Body Corporate as follows:

14.1.1 the Guarantors guarantee:

- (a) the performance by the Property Manager of its obligations under this Agreement; and
- (b) on a full indemnity basis the payment of all loss and damage (including reasonable legal and other expenses) recoverable by the Body Corporate from the Property Manager for any reason whatsoever and howsoever arising.

14.1.2 this guarantee is not discharged and the Body Corporate's rights against the Guarantors are not affected by any of the following:

- (a) the granting of any extension of time by the Body Corporate to the Property Manager or to the Guarantors;
- (b) the Body Corporate's failure to enforce covenants under the Agreement against the Property Manager;
- (c) the total or partial release of liability of the Property Manager or the Guarantors by the Body Corporate;
- (d) the death, bankruptcy or winding up of the Property Manager or Guarantors; and
- (e) the disclaimer of the Agreement following the Property Manager's insolvency.

14.1.3 in respect of any payment made by or on behalf of the Property Manager under the Agreement that is void or is voided for any reason, the Guarantors shall remain liable under the Guarantee as if the payment had not been made.

14.1.4 the Body Corporate is entitled to require the Guarantors pay to the Body Corporate any outstanding money or other amount to compensate the Body Corporate for any loss or damage without the Body Corporate having made any claim or instituted any proceedings against the Property Manager in respect of such monies.

15. TRUSTEE

15.1 If the Property Manager enters into this Agreement or otherwise at any time holds the Agreement as a trustee of any trust (*Trust*) then, whether or not the Body Corporate has any notice (actual or constructive) of the Trust, the following applies:

15.1.1 the Property Manager warrants it has full power under the Trust to enter into and perform its obligations under this Agreement;

15.1.2 the obligations and liabilities of the Property Manager under this Agreement extend to the fund and any other assets of the Trust (*Trust Fund*);

15.1.3 the Property Manager shall on the written demand or direction of the Body Corporate exercise all rights of indemnity it may at any time have against the Trust Fund and any beneficiaries or unit holder under the Trust or any of the same for the benefit of the Body Corporate;

15.1.4 the Property Manager is liable under this Agreement both in its personal capacity and as trustee of the Trust; and

15.1.5 the Property Manager must produce to the Body Corporate the original stamped trust deed (or a photocopy certified by an accountant or solicitor) and all other documents evidencing the Trust and the Trust Fund within 14 days of written request for the same by the Body Corporate.



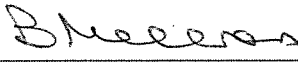
16. SURRENDER AND REPLACEMENT

This is a new Agreement and surrenders and replaces the rights and obligations of the parties contained in the Property Management Agreement dated 28 November 2000 from and including the Commencement Date.

17. AUTHORITY TO COMPLETE BLANKS

The Body Corporate Manager is authorised to complete any blanks in this Agreement as agreed to in writing by the parties.

Executed as a Deed

<p>SIGNED, SEALED AND DELIVERED by the BODY CORPORATE FOR WHARF APARTMENTS CTS 28245 in accordance with the provisions of the <i>Body Corporate and Community Management Act (Qld) 1997</i></p>	
<p><i>* The Body Corporate seal must be attached in the presence of any two (2) committee members, one of whom must be the chairperson or secretary and the committee members must sign as witnesses to the sealing of the document *</i></p>	
	
<p>Authorised Signatory</p>	<p>Authorised Signatory</p>
<p>Jamen Heideke</p>	<p>BARRY S. MELLROSS</p>
<p>Print full Name</p>	<p>Print full Name</p>
<p>(Chairman)</p>	

EXECUTED by **RAZCRUZ PTY LTD ACN 608 306 556 AS TRUSTEE FOR THE RASMUSSEN FAMILY TRUST** in accordance with Section 127 of the *Corporations Act 2001* (Cth)



Director/Secretary

Reymar Rasmussen

Print full Name



Director

Brett Walter Rasmussen

Print full Name

SIGNED, SEALED AND DELIVERED BY BRETT WALTER RASMUSSEN (as Guarantor) in the presence of:



Brett Walter Rasmussen

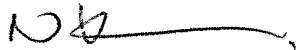


Witness

SIGNED, SEALED AND DELIVERED BY REYMAR RASMUSSEN (as Guarantor) in the presence of:



Reymar Rasmussen



Witness

**SCHEDULE
PROPERTY MANAGER'S DUTIES**

The Property Manager must:

1. Cleaning Objectives

- (a) To keep the Common Property clean and tidy (free from litter) and in good condition at all times.
- (b) To ensure garbage is stored in proper containers until removal, that it is removed on time, and that garbage removal facilities are working properly and are clean (having regard to their function) and that pests (such as vermin and cockroaches) are controlled.
- (c) To ensure all recreation facilities are clean and in good order and condition, fit for use and do not constitute a health hazard for the facility users.
- (d) As Wharf Apartments is a prestige development, a high standard or cleanliness is demanded.

2. Gardening Objectives

- (a) To keep all plants (including lawn) in the Common Property tidy, healthy and in good order and keep the Common Property weed free (as far as is practical).
- (b) Dead plants are to be replaced in accordance with the By-laws (although the Body Corporate must pay for replacement plants). Lawns are to be mowed as required.

3. Pool Maintenance Objectives

- (a) To ensure all pool facilities are clean and in good order and condition, fit for use and do not constitute a health hazard to the facility users.

4. Security Objectives

- (a) To ensure the security systems in the Scheme are in place 24 hours a day and are in working order.
- (b) Wharf Apartments was developed with security in mind and a high level of security and safety is demanded.

5. Feedback and Assistance Objective

- (a) To provide feedback and assistance to all aspects of what the Property Manager does when requested to do so by the Body Corporate. This includes preparing special written and oral reports and presentations, advising the Body Corporate and assisting the Body Corporate with its administrative functions such as budget preparation and notifying the Body Corporate of any significant problems.

6. Fire Regulations Objective

- (a) To be the fire warden and to ensure that all fire safety requirements are complied with.

7. By-law Compliance Objective

- (a) The Property Manager is to take a pro-active role in relation to assisting the Body Corporate in ensuring that the behaviour of occupiers/tenants and visitors does not annoy other people lawfully on site. The Property Manager will, to the extent that it is lawful for the Property Manager to do so, assist the Body Corporate to take appropriate action to ensure

that Wharf Apartments is run as a peaceful and harmonious community to protect the lifestyle of the people living on site.

8. Extra Services

- (a) To provide extra services (not covered elsewhere in this Agreement) as and when agreed.
- (b) The Property Manager will perform these extra duties for extra remuneration to be agreed upon or failing agreement within 30 days of the request having been made, the extra remuneration shall be determined by the President for the Real Estate Institute of Queensland or the President's nominee who is deemed to act as expert and not arbitrator and whose decision is final and whose costs will be paid equally by the Property Manager and the Body Corporate.

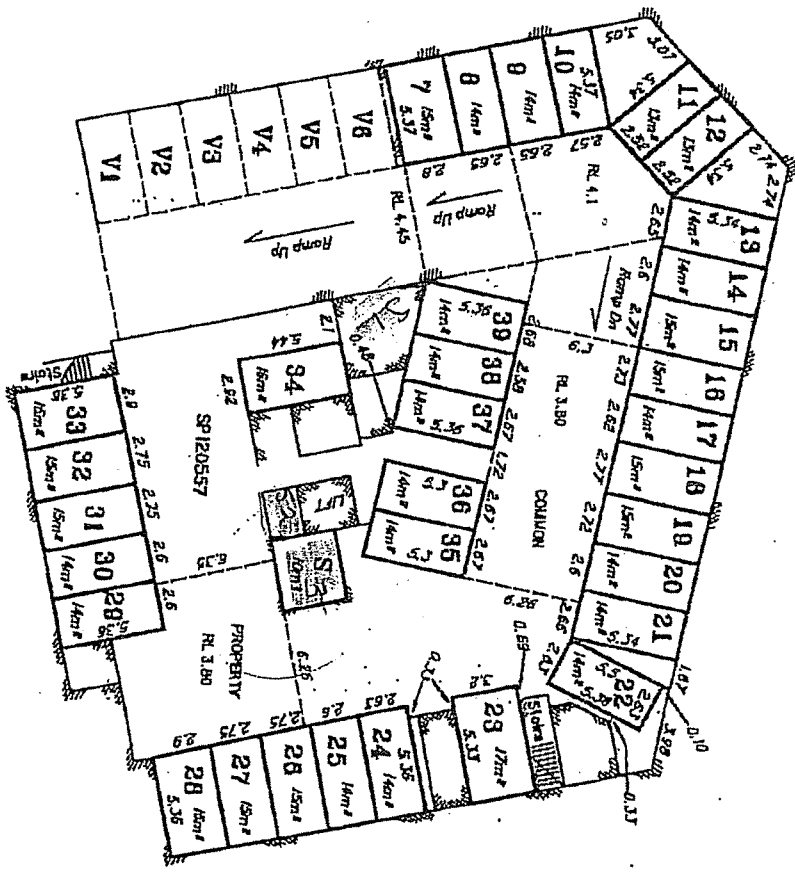
Other Specific Duties

Area	Serial	Work Description
<i>Cleaning and Grounds Maintenance</i>		
Stairwells	1.1	Remove all rubbish, sweep, clean and mop with detergent (when necessary) <i>NB: Report any vandalism/damage to the Body Corporate.</i>
Internal Common Property	1.2	Hose down area, clean and empty all rubbish bins and smokers' receptables. Wipe clean and align all furniture. Water, as required, plants, shrubs and planter boxes, Check all access paths and sweep where necessary. Spot clean walls of dirt marks and hand prints. Degrease if necessary.
Grounds	1.3	Clear surrounds of pool of all leaves and rubbish. Empty rubbish bins and smokers' receptacles. Align all deck chairs and sun lounges (if any) and report any damage. Water, as required, plants, shrubs and planter boxes. Check all access paths and sweep and hose where necessary. Hose, clean and scrub where necessary all outdoor furniture to remove stains. Cut grass and trim edges where applicable. Weed lawns and gardens as necessary. <i>NB: Report any repair/replacement requirements to the Body Corporate.</i>
Pool	1.4	Vacuum pool and clean skimmer baskets. Remove all floating and suspended matter from pool with skimmer nets.

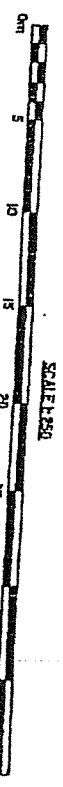
		<p>Empty filter baskets in filter/plant room. Clean and replace filter pads (as necessary). Replace filter powder (as necessary).</p> <p>Check Pool for chlorine and PH levels.</p> <p>Check pumps and motors for serviceability. Clean out plant rooms and leave in a neat and tidy condition.</p> <p>Check that automatic chlorinators are working correctly (report when chlorine stock is low).</p> <p><i>NB. Pool is to be ready for use prior to 7.00am daily.</i></p> <p>Report any malfunction/vandalism/damage to the Body Corporate</p>
Basement and Visitor's Car Park	1.5	<p>Check complete car park area, pick up any rubbish lying about (papers, wrappers, etc.) and empty all rubbish bins. Hose down all common areas and entry/exit ramp to street level. Spot clean walls of dirt marks and degrease as necessary.</p> <p>Thoroughly check and test all security doors to see same are operative and report any malfunction or potential breakdown areas to Body Corporate. Check all light fittings and replace blown bulbs and tubes.</p>
Footpaths & Access Roads	1.6	<p>Sweep area clean, remove all rubbish, papers, etc. Hose down as necessary.</p>
Garbage Bin Areas	1.7	<p>Place "Wheelie" bins at collection point for Council collection. Sweep garbage bin area – hose/mop with detergent as necessary. After garbage collection by Council replace bins in garbage bin area. Wash out all bins with disinfectant/cleanser.</p>
Fire Safety Equipment	1.8	<p>Check fire hoses in accordance with requirements specified in the Australian Fire Safety regulations. Also check exit doors and light fittings within the same regulations.</p>

OCCUPATION AUTHORITY PLAN

Levels are indicative only and referred to the Australian Height Datum.



PLAN A
SCHEDULE E
"WHARF APARTMENTS" CTS



- NOTES:**
- Drawn to Scale on A3 sheet
 - Community Titles Scheme "WHARF APARTMENTS"
 - Title Reference
 - Location of SP 120557
 - Exclusively Use Areas are defined by the internal lines of walls and the dimensioned shown.
 - "Access" denotes face of wall.
 - "V" denotes vehicle parking V1-V8.

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Plan of Exclusive Use Areas
7 - 39 & S1
on part of the Common Property
on Level A (Basement) of
"WHARF APARTMENTS" CTS

Owner	DC	Project	685
Project	GILL STON	County	WARR
Authorised		Comm. No.	18182878
SCALE	1:250	Rev A - Great & Great	8888/20/XX/2/20
Job No.	96.182.A77	PLAN No.	2 'A'
CLIENT	LANDEX PROJECT PTY LTD	DATE	11/8/99