

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 901 on SP 201635	3	265
Yungaba Promontory Community Title Scheme 43629	81	74,463
Linc Community Title Scheme 47891	45	27,235
Affinity Yungaba Community Title Scheme 47925	44	29,678
The Residences at Yungaba Community Titles Scheme 49549	13	26,219
<b>TOTALS</b>	<b>186</b>	<b>157,860</b>

### Deciding principle

The contribution schedule lot entitlements (**CSLE**) for the Scheme have been decided using the equality principle as defined in the *Body Corporate and Community Management Act 1997* (Qld) (**BCCM Act**).

### Principles for deciding the contribution schedule lot entitlement for a lot

- (a) Yungaba Community Title Scheme 43398 (**Principal Scheme**) is the principal scheme in a layered arrangement.
- (b) The recreation facilities for the Principal Scheme (swimming pool, BBQ area, gymnasium), landscaping and major thoroughfares (together called **Common Facilities**) are located on the common property for the Principal Scheme.
- (c) The Principal Scheme is to be developed in stages. It will comprise land (which will be in a subsidiary scheme to the Principal Scheme) on which residences have been constructed and associated facilities (which land is called **Developed Land**) and land which is undeveloped (that is, which the Original Owner decides is to be developed or further developed) (which land is called **Undeveloped Land** and is not in any subsidiary scheme).
- (d) The occupiers of the residences will have far greater use of the common facilities than the owner of Undeveloped Land in the Principal Scheme. The contribution schedule lot entitlements for Undeveloped Land are discounted accordingly, compared to the contribution schedule lot entitlements for the Developed Land.
- (e) The number of lots within each subsidiary scheme will vary. Developed Land, which contains a larger number of lots, is likely to have a greater level of use by occupiers (and, as a result, a greater impact on the maintenance, repairs and administration) of the common property and common facilities. It is therefore considered just and equitable that the contribution schedule lot entitlements for Developed Land is determined having regard to the number of lots comprising the Developed Land from time to time and the number of lots within each subsidiary scheme that, due to their position, derive a significant visual benefit from the features of the common property.
- (f) In respect of lot 901 on SP 201635, its contribution schedule lot entitlement has been calculated taking into account By-law 38 (Lot 901 Prohibited Use) in Schedule C of this document.

### Principles for deciding the interest schedule lot entitlements for a lot

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

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
-------------------	--

1. The scheme is a layered arrangement in accordance with s 66(1)(g) of the *Body Corporate and Community Management Act 1997* (**Act**). Yungaba Community Title Scheme 43398 is the principal scheme and comprises the principal scheme land which includes Yungaba Promontory CTS 43629, Line CTS 47891, Affinity Yungaba CTS 47925 and The Residences at Yungaba CTS 49549 as subsidiary schemes.
2. Lot 901 on SP 201635 is intended to be used for non residential purposes and may, at the option of the owner of Lot 901:
  - (a) be removed from the principal scheme (in which case various services (such as water, sewerage,

- telecommunications, power and stormwater drainage) to or benefiting Lot 901 will be protected by easement over the relevant land (which land may include the principal scheme common property); or
- (b) become common property of the principal scheme.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
-------------------	----------------

The by laws in Schedule 4 of the Act will not apply to the scheme and the following by laws will apply:

# 1. Interpretation

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.
- (b) Plurals include the singular and singular the plural.
- (c) References to either gender shall include a reference to the other gender.
- (d) Reference to:
- (i) **Person** includes a company.
  - (ii) the whole includes any part of the whole.
- (e) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

**Act** means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme.

**Approved Plans** means plans that were lodged with the application for the Development Approval.

**Body Corporate** means the body corporate created upon the establishment of the Scheme.

**By-laws** means these By-laws or any specified part of them.

**Caretaker** means the person or corporation appointed by the Body Corporate from time to time under a Caretaker's Agreement.

**Caretaker's Agreement** means an agreement entered into between the Body Corporate and the Caretaker under which the Caretaker agrees to keep the Common Property in good order. It includes any agreement from time to time that replaces or extends a caretaker's agreement.

**Caretaker's Unit** means a Lot (or any lot in a Subsidiary Scheme) notified as such in writing to the Body Corporate by the Original Owner.

**Common Property** means the common property referred to in the Community Titles Scheme.

**Committee** means the Committee of the Body Corporate appointed pursuant to the Act.

**Committee's Representative** means a member of the Committee appointed from time to time for the purpose of representing the Committee.

**Development Approval** means the decision notice issued by the Minister for Infrastructure and Planning on 4 December 2008 (generally with respect to the Scheme Land), as corrected on 10 April 2009 and as amended by the notice issued by the Minister for Infrastructure and Planning on 10 April 2009 entitled "Decision in Response to Request to Change and Cancel Conditions of an Existing Approval" and by the notice issued by the Minister for Infrastructure and Planning on 28 July 2009 entitled "Decision in Response to Request to Change and Cancel Conditions of an Existing Approval". It includes any amendment to the documents referred to (including the conditions referred to in them).

**Gate** means any form of gate or structure serving a purpose similar to a gate.

**Gate Keys** means any form of key, code, remote control or similar device to control Gates which Occupiers and Owners are authorised to open and close.

**GST** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or service which is introduced by the Commonwealth or any State or Territory.

**Home Occupation** means the use of the relevant Lot as professional offices to provide consulting services or information technologies or as a mail order business, or such other lawful use as the Committee decides. However, in no circumstances can a Lot be used as a real estate agents office (or conduct any activities that such an office would usually conduct).

**Improvements** means pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law.

**Lot** means a lot in the Scheme. It includes a lot that is subdivided to create another community titles scheme (that is, a Subsidiary Scheme) and, where the context permits, the lots in each Subsidiary Scheme.

**Lot 901** means lot 901 on SP 201635.

**Occupier** and **Owner** have the meanings given to them in the Act.

**Original Owner** means PDI (Qld) Pty Ltd (ABN 19 010 726 600) or any person nominated by it from time to time to the Committee. To make it clear, a nomination may be made in respect of a specified right of the Original Owner and not all its rights. For example, PDI (Qld) Pty Ltd (ABN 19 010 726 600) may nominate a person to notify which Lot will be the Caretaker's Unit.

**Recreation Areas** means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities. For example, a swimming pool.

**Scheme Land** means all the land contained in the Scheme.

**Scheme** means the Yungaba Community Titles Scheme 43398.

**Subsidiary Scheme** means any community titles scheme which is derived from the Scheme.

**Vehicle** includes motor vehicle, motor bike or any other means of motorised transport. It also includes anything that the Committee nominates as a Vehicle.

**Visitor** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or another invitee (eg an invitee, contractor, employee etc).

**Visitor Parking Area** means area E234B1 on Exclusive Use Plan B and area E234B3 on Exclusive Use Plan I. The visitor car parking spaces will remain Common Property.

**Yungaba Heritage Agreement** means the agreement titled Yungaba Heritage Agreement dated 21 August 2009 entered into between the State of Queensland represented by the Chief Executive of the Department of Environment and Resource Management and PDI (Qld) Pty Ltd (ACN 010 726 600). A copy of this agreement is held by the Body Corporate and is available for inspection.

## 2. Use of Lots

- (a) Subject to (c) and (d), each Lot will be used for residential purposes only, or, if permitted by the local government, for a Home Occupation (and then only in accordance with the relevant laws and rules of the local government).
- (b) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (c) The Caretaker's Unit may be used for any of the following purposes:
  - (i) residential;
  - (ii) management (including the letting of Lots);

- (iii) commercial purposes (strictly in association with management of the scheme including caretaking and letting duties); and
  - (iv) any lawful purpose.
- (d) Lot 901 may be used for any lawful purpose other than a real estate agents office (or for any activity that such an office would usually conduct).

### 3. General Appearance of Lots

- (a) No structural alterations will be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony or terrace, if any, of any Lot and including the installation of any air-conditioning system). An Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee and in accordance with relevant local government approvals.
- (b) No garage on any Lot can be used for any purpose other than as a garage.
- (c) This By-law is subject to any rights (**Rights**) given under these By-laws to the Owner and Occupiers of Lot 901 that are inconsistent with this By-law 3. In that case, the Rights are paramount.

### 4. Maintenance of Lots

- (a) An Owner or Occupier of a Lot will:
  - (i) be responsible for the proper maintenance and decoration of his Lot;
  - (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof);
  - (iii) maintain the interior of his Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
  - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
  - (ii) the obligations under by-law 4(a) be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this by-law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this by-law.

### 5. Appearance of Lots

Subject to by-law 20 (Construction/Sale of Lots), an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other articles on the Common Property or on any part of his Lot in such a way as to be visible from outside the Lot.

### 6. Windows

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



**7. Window Covers**

The Body Corporate may establish a policy dealing with window coverings. The Subsidiary Schemes must comply with the policy. The Body Corporate can change the policy from time to time.

**8. Security of Lots**

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

**9. Insurance**

An Owner or Occupier of a Lot must not bring to, do or keep anything on the Scheme Land which may increase the rate of fire insurance on his Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

**10. Obstruction**

An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

**11. Depositing Rubbish on Common Property**

(a) An Owner or Occupier of a Lot must not:-

- (i) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (ii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.

(b) Any damage or costs for cleaning or repair caused by breach of this Bylaw will be borne by the Owner or Occupier concerned.

(c) An Owner or Occupier of a Lot must place their own rubbish bins in the location nominated by the Committee for emptying by the responsible authority and must collect them within 24 hours of emptying.

**12. Damage to the Scheme Land**

An Owner or Occupier of a Lot must not damage anything which is on the Scheme Land.

**13. Damage to the Common Property or Lot**

An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Common Property asset except with the consent in writing of the Body Corporate.

**14. Observance of these By-Laws**

The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**15. Repairs by the Body Corporate etc**

(a) Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will be

entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

- (b) Where any Owner or Occupier causes a false alarm of any security system (or similar system) and the Body Corporate incurs any cost, the responsible Owner or Occupier must pay the Body Corporate such costs on demand.

#### **16. Contractors**

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

#### **17. Notification of Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

#### **18. Notices to be Observed**

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

#### **19. Rules Relating to Common Property**

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

#### **20. Construction/Sale of Lots**

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this bylaw) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
  - (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
  - (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
  - (iv) to use the Common Property or other lots in the Scheme to:
    - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
    - (2) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot Owners, of their lots and the Common Property.

- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

**21. No Objection**

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

**22. By-Laws to be Exhibited and Paramount**

- (a) A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.
- (b) If anything in these By-Laws is inconsistent with any by-law in any Subsidiary Scheme, these By-Laws are paramount to the extent of the inconsistency.

**23. Recovery of Monies**

If a person breaches the Act or these by-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Occupier of the relevant lot at the time the breach occurred.

**24. Auction Sales**

An Owner of a Lot must not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This by-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law).

**25. Marketing**

Despite anything else contained in these by-laws, the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) can use reasonable methods in selling and marketing any Lots, including, without limitation:

- (a) erecting and maintaining signs on the Scheme Land;
- (b) the use of Common Property;
- (c) allowing people to pass over the Common Property to and from any Lots without restriction. For that purpose any security system which restricts such movement must be adjusted or deactivated, as appropriate.

**26. Vehicles**

- (a) No Vehicle may be parked on the Common Property except in areas designated for parking (from time to time) by the Committee.
- (b) Occupiers shall not cause or permit their Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property. Any such occurrence must be cleaned up by the Occupier concerned but if not cleaned up within the reasonable notice period given by the Committee, the Body Corporate may cause the cleaning to be done and the costs shall be recoverable by the Body Corporate from the Occupier concerned as a debt due.
- (c) Occupiers and their invitees shall observe any vehicle speed limit, parking or road rule sign posted on the Common Property.
- (d) Any road rule sign posted on the Common Property in the same or similar form to signs prescribed by the regulations governing usage of public roads in Queensland shall have the same meaning as ascribed to such public signs at law.

- (e) An Owner or Occupier shall not bring onto nor permit to remain on Common Property any unregistered Vehicle.
- (f) An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.
- (g) An Occupier shall not:
  - (i) drive or permit to be driven any Vehicle in excess of the tonnage set by the Committee from time to time on to or over the Common Property other than a vehicle necessary to facilitate the occupation of any Lot and any vehicle permitted by any law to access the Common Property;
  - (ii) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or on or in any car parking space.
- (h) An Occupier or Owner must not, without the Body Corporate's written approval:
  - (i) park a Vehicle or allow a Vehicle to stand in the Visitor Parking Area; or
  - (ii) permit a Visitor to park a Vehicle or allow a Vehicle to stand on the Common Property except for in the designated Visitor Parking Area, which must remain available at all times for the sole use of the Visitor's Vehicle.
- (i) An Occupier or Owner must not, without the Body Corporate's written approval, permit a Visitor to park a Vehicle or allow a Vehicle to stand in the designated Visitor Parking Area for more than 6 consecutive hours.
- (j) Any approval given under this By-law must state the period of time for which it is given and any conditions placed upon the approval.
- (k) The Body Corporate may cancel any approval given by giving 24 hours written notice to the Occupier or Owner.

## **27. Gate Keys**

- (a) Unless authorised by the Committee, no one may interfere with mechanisms operating Gates. Gate mechanisms may only be operated as authorised by the Committee. Any malfunction of a Gate must be reported to the Committee.
- (b) Gate Keys are to be dealt with in a security conscious manner. Gate Keys may not be lent to anyone other than another Owner or Occupier. The loss of a Gate Key is to be reported to the Committee.
- (c) The Body Corporate will issue Gate Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgment of a bond as reasonably determined by the Committee. Gate Keys will remain the property of the Body Corporate.
- (d) An Owner or Occupier, on ceasing to be an Owner or Occupier, must promptly return to the Committee all Gate Keys in their possession. If a Gate Key is returned in good working order and condition any bond held in respect to that Gate Key will be refunded.

## **28. Times for Use of Recreation Areas**

The Recreation Areas must not be used between the hours of 10.00 pm and 7.00 am or such other hours as agreed to by the Committee.

## **29. Rules for Use of Recreation Areas**

All Owners or Occupiers of Lots when making use of the Recreation Areas must ensure:-

- (a) that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;

- (b) that children below the age of sixteen (16) years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) if congestion is experienced in the use of the Recreation Areas, the Committee may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of lots in the Scheme Land.
- (e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.
- (f) alcoholic beverages must not be consumed in or around the pool;
- (g) food, glass, breakable items and pets must not be brought into the pool area;
- (h) that all users of the Recreation Areas comply with any rules made from time to time by the Committee; and
- (i) that an Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas.

### **30. Booking of Common Property**

- (a) The Caretaker may, at its discretion, operate a booking system, to enable Owners or Occupiers of the Scheme Land to reserve that part of the Common Property for functions from time to time. In operating such booking system the Caretaker:
  - (i) will allocate bookings on a "first come first served" basis; and
  - (ii) may require a deposit of \$100 (or other amount the Committee deems appropriate from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the Caretaker, the Common Property has not been adequately cleaned after the function, or that damage has occurred to the Common Property as a result of the function, then the Caretaker may withhold the deposit and apply it to such cleaning or repair.
- (b) The Caretaker must comply with the reasonable requirements of the Committee in relation to the management and operation of booking system, notified to the Caretaker from time to time.

### **31. Animals**

Subject to s181(1) of the Act, each Owner or Occupier is permitted to keep two pets on its Lot (that is, 2 pets per Lot), subject to the following conditions:

- (a) each pet does not weigh more than ten (10) kilograms;
- (b) subject to (e), the pet is kept within the Lot;
- (c) the pet does not cause a nuisance to or disturb, any other Owner or Occupier;
- (d) the pet is prohibited within the pool area;
- (e) the pet is restrained when on Common Property;
- (f) the pet is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
- (g) the pet does not go to the toilet nor run loose whilst on Common Property. The Owner may be subject to a cleaning fee for a breach of this condition;
- (h) the pet wears an identification tag clearly showing the Owner's address and telephone number; and
- (i) if three or more substantiated written complaints regarding the pet are received, the Owner must remove the pet from the Scheme Land.

**32. Refuse Collection Indemnity**

- (a) The Owners and Occupiers acknowledge that the development approval issued by the Brisbane City Council (**BCC**) for the land of which the Scheme Land forms part, requires that the Body Corporate:
  - (i) enter into an agreement with the BCC City Waste Services (**City Waste Services**) to provide a refuse collection service to the Scheme Land (**Refuse Service**); and
  - (ii) provide to the Delegate a copy of a written indemnity agreement with the City Waste Services in respect of any damage caused by the BCC (or its agents) to the pavement and other driving surfaces caused while providing the Refuse Service;
- (b) In this by-law, **Delegate** means:
  - (i) the Delegate, Licensing and Compliance Team, Development and Regulatory Services; or
  - (ii) any other person nominated from time to time by the BCC to be its delegate.

**33. Exclusive Use - Benefiting Subsidiary Schemes**

- (a) The Occupiers of lots mentioned in Schedule E under the heading **By-Law 33 SS Area** are entitled to the exclusive use of that part of the Common Property (**SS Area**) mentioned in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of that part of the SS Area to Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made, they will be identified in Schedule E under the heading **By-Law 33 SS Area**.
- (c) The following conditions apply to the exclusive use granted under this By-Law:
  - (i) the SS Area may only be used for purposes set out in Schedule E; and
  - (ii) subject to By-Law 33 (c)(iv), the Occupier and Owner of the Lot to which the exclusive use by-law attaches are jointly and severally liable for all costs related to the SS Area allocated to that Lot. This includes all costs related to:
    - (1) keeping any improvements in the SS Area in good repair and condition and replacing and renewing them as necessary from time to time;
    - (2) any maintenance and operating costs of the SS Area; and
    - (3) any increase in insurance premiums payable by the Body Corporate due to anything done (or not done) by the Occupier (or persons authorised by it) in the SS Area.
  - (iii) if an allocation of exclusive use has been made under the By-law to a Subsidiary Scheme (**First Beneficiary**), the relevant SS Area (with or without any additional Common Property) may, upon the establishment of further Subsidiary Schemes from time to time, be allocated exclusively by the Original Owner to the First Beneficiary and the further Subsidiary Schemes;
  - (iv) for SS Area E1C, the Body Corporate will remain primarily responsible for ensuring the Yungaba Gardens Conservation Management Plan referred to in By-Law 35 is complied with in respect of the palm trees within SS Area E1C the subject of the Yungaba Gardens Conservation Management Plan including arranging annual inspections and any lopping required from time to time and the Occupier and Owner of the Lot to which SS Area E1C attaches must not do anything which would be in breach of the Yungaba Gardens Conservation Management Plan.
- (d) In this By-law, **SS Area** means those parts of the Common Property, which are shown on the attached plans referred to in Schedule E.
- (e) To remove doubt, when allocations are made under this By-law, the By-law will attach to a Lot which is intended to become another community titles scheme. It is acknowledged that the exclusive use rights under this By-law will be for the benefit of that scheme and that the body corporate for that scheme may grant the exclusive use rights contained in this By-law, with conditions that are not inconsistent with the conditions in this By-law, to an Occupier of a lot in the relevant scheme.



**34. Development Approval Requirements**

- (a) In accordance with the Development Approval, these By-laws are required to include the following statements:
  - (i) All balconies and terraces shown on the Approved Plans are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those clearly depicted on the Approved Plans.
  - (ii) Screening is to be provided in accordance with the conditions of the Development Approval, including the screening of windows, balconies, air conditioning units and mechanical plant/equipment.
  - (iii) Each residential unit is to have a clothes dryer installed in it.
  - (iv) The area shown as Private (Communal) Open Space on drawing no. LP02 (issue A) dated May 2007 is to remain in Common Property (or common property of any Subsidiary Scheme).
  - (v) The visitor car parking spaces are to remain in Common Property (or the common property of any Subsidiary Scheme).
- (b) The Development Approval requires the following matters are contained in this document:
  - (i) Access to each individual lot contained in the Principal Community Management Statement or any subsequent Community Titles Scheme (including a Subsidiary Scheme) is to be provided only from Main, Holman, Wharf and Anderson Street in accordance with the Approved Plan A-1-001 F. No direct access is permitted to any lot contained in the Principal Community Management Statement or any subsequent Community Titles Scheme (including a Subsidiary Scheme) from proposed Lot 2 on SP 199731.
  - (ii) Unrestricted resident vehicular access is to be provided along internal private roads/vehicle circulation areas and within the proposed basement car parking as shown on Approved Plans A-1-001 F and A-1-000 B for each individual lot contained in the Principal Community Management Statement or any subsequent Community Titles Scheme (including any Subsidiary Scheme).
  - (iii) Visitor parking is to remain as Common Property in the Scheme (being the principal scheme). Unrestricted resident visitor vehicular access is to be provided along internal private roads/vehicle circulation areas and within the proposed basement car parking to the extent required to access proposed resident visitor parking areas as shown on Approved Plans A-1-001 F and A-1-000 B for each individual lot contained in the Principal Community Management Statement or any subsequent Community Titles Scheme (including any Subsidiary Scheme).
  - (iv) Unrestricted building 1 visitor vehicular access is to be provided from Main Street only, along internal private roads/vehicle circulation areas to the extent required to access proposed building 1 visitor parking areas as shown on Approved Plans A-1-001 F and A-1-000 B for each of proposed Lot 1 on SP 199732 and proposed Lot 2 on SP 199731.
  - (v) Refuse collection areas and service vehicle loading bays shown on Approved Plans are to be maintained within the Common Property or the common property of any subsequent Community Titles Scheme (including any Subsidiary Scheme) to facilitate shared use of such facilities by residents.
  - (vi) Shared pedestrian access for all residents and bona fide visitors is to be maintained throughout the site along all internal roads/circulation paths, pedestrian paths and to the entry point of each individual building as shown on Approved Plans A-1-001 F and A-1-000 B.
  - (vii) All balconies and terraces as shown on the Approved Plans are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the Approved Plans.
  - (viii) The area shown as private (communal) open space and private (recreational) open space is to remain in the Principal Common Property.

- (ix) Easement and/or relevant rights for the purpose of access, constructions and maintenance of utility services are required over all proposed lot(s).
- (c) Reference to any plans or documents in this By-law may change with the prior approval of the Brisbane City Council.

### **35. Heritage Conditions**

- (a) This By-law has been included in accordance with the requirements of the Yungaba Heritage Agreement.
- (b) The following clauses of the Yungaba Heritage Agreement are restated:

#### **4. Inspection, Monitoring and Compliance**

- (a) *The Principal Body Corporate shall commission an Architect and a Landscape Architect to conduct a joint inspection at the times set out in clauses 4.1(b) and 4.1(c) of:*
  - (i) *the gardens of the Registered Place;*
  - (ii) *the interior and exterior of the Yungaba Building and the former earth closet and laundry buildings of the Registered Place; and*
  - (iii) *the exterior of Buildings 1, 2, 3 and 4.*
- (b) *The first inspection under clause 4.1(a) shall be undertaken within one year after the practical completion of Building 4.*
- (c) *After the inspection under clause 4.1(b), subsequent inspections under clause 4.1 (a) shall occur at 4 yearly intervals.*
- (d) *The purpose of an inspection will be to:*
  - (i) *identify instances of non-compliance (if any) with:*
    - (A) *the Approval;*
    - (B) *the Agreement; and*
    - (C) *the Approved Conservation Management Plan; and*
  - (ii) *assist in the review and if required, the revision, of the Approved Conservation Management Plan.*
- (e) *The Principal Body Corporate shall commission the Architect and Landscape Architect to prepare a joint report which identifies instances of non-compliance (if any) with:*
  - (i) *the Approval;*
  - (ii) *the Agreement; and*
  - (iii) *the Approved Conservation Management Plan.*
- (f) *The joint report referred to in clause 4.1(e) shall be prepared and provided to the Principal Body Corporate and the owner of Building 1 within 20 Business Days following the completion of the inspections referred to in clauses 4.1(b) and 4.1(c).*
- (g) *The Principal Body Corporate shall provide a copy of the joint report referred to in clauses 4.1(e) and 4.1 (f) to the Chief Executive and the Queensland Heritage Council, at no cost, within 5 Business Days of receipt of the joint report.*

#### **5. Access to the Yungaba Building**

- (a) *For the purpose of permitting the inspection of the interior of the Yungaba Building in accordance with clause 4.1(a)(ii):*

- (i) *the Owner and the occupier (if not the Owner) of each of the lots in the Yungaba Building will permit the Architects to enter their respective lots, and*
  - (ii) *the Subsidiary Body Corporate responsible for the common property of the Yungaba Building will permit the Architects to enter upon the common property.*
- (b) *Entry is to be on mutually convenient terms and at such times as are agreed to by the Owner and the occupier (if not the Owner) of each lot in the Yungaba Building and the Subsidiary Body Corporate and the Architects, with all parties acting reasonably.*
- (c) *In the absence of agreement, the Architects shall be entitled to enter the lots in the Yungaba Building and the common property of the community titles scheme in which the Yungaba Building is located upon the Principal Body Corporate giving 10 Business Days written notice to the relevant Owners, occupiers (if not the Owners and in accordance with relevant legislation) and Subsidiary Body Corporate.*
- (d) *The Principal Body Corporate shall notify the chairperson of the Queensland Heritage Council of the date or dates for the inspection and the chairperson or his or her nominee shall be entitled to accompany the Architects on their inspection.*

**6. Yungaba Gardens Conservation Management Plan**

- (a) *The Owners and occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building shall comply with the Yungaba Gardens Conservation Management Plan, insofar as it applies to that part of the Registered Place which they own, occupy or over which they exercise control.*
- (b) *The parties acknowledge that:*
  - (i) *the Moreton Bay Fig (Ficus Macrophylla) located within the Driveway Entry Area (referred to in the Yungaba Gardens Conservation Management Plan on page 30); and*
  - (ii) *the Small leafed Fig (Ficus oblique) located in the Western Rear Grounds (referred to in the Yungaba Gardens Conservation Management Plan on page 31 as being a Moreton Bay Fig),**have been removed from the Registered Place and the Yungaba Gardens Conservation Management Plan is to be read as excluding reference to these trees.*

**7. Conservation Management Plan for the Buildings and Grounds**

- (a) *PDI shall commission the preparation of a Conservation Management Plan in accordance with this clause 7.*
- (b) *The Owners and the occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building shall do all things necessary to facilitate the preparation of the Conservation Management Plan.*
- (c) *The Conservation Management Plan must:*
  - (i) *be prepared by an Architect, with input from a Landscape Architect;*
  - (ii) *be based on Kerr's Yungaba Conservation Plan, 2001 and the Yungaba Gardens Conservation Management Plan;*
  - (iii) *reflect the changes that have taken place in the adaptation of the Registered Place in accordance with the Approval;*
  - (iv) *include policies and practical strategies for the conservation of the Registered Place in accordance with the Approval (including its ongoing management and incremental change);*
  - (v) *be prepared after consultation with PDI, the owner of Building 1, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building.*

- (d) *The Conservation Management Plan shall be prepared and submitted to the Chief Executive for approval in accordance with clause 9 by the Architect within 40 Business Days of the practical completion of the redevelopment of the Yungaba Building. The Owners and occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 (if already created) and the Yungaba Building must ensure that this requirement is complied with.*
- (e) *The Owners and occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building shall comply with the Approved Conservation Management Plan in so far as it applies to that part of the Registered Place which they own, occupy or over which they exercise control.*
- (f) *The Approved Conservation Management Plan will form part of and be read as part of this Agreement and will supersede the Yungaba Gardens Conservation Management Plan.*
- (g) *The Principal Body Corporate shall commission a review of the Approved Conservation Management Plan by an Architect within 20 Business Days following each 4 yearly inspection referred to in clause 4.1(c).*
- (h) *As part of the review, the Architect will decide, after consultation with the owner of Building 1, the Principal Body Corporate, each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building, the Landscape Architect, the Chief Executive and the Queensland Heritage Council, whether or not the Approved Conservation Management Plan requires revision. However, if the Approved Conservation Management Plan has not been revised within the preceding 10 years, the Conservation Management Plan must be revised.*
- (i) *The Architect will notify the owner of Building 1, the Principal Body Corporate, each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building, the Chief Executive and the Queensland Heritage Council of his or her decision under clause 7(h) within 20 Business Days following the Inspection referred to in clause 4.1(c).*
- (j) *If the Architect decides to revise the Approved Conservation Management Plan, the Architect will consult with the owner of Building 1, the Principal Body Corporate, each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building, the Chief Executive and the Queensland Heritage Council before finalising the revised Conservation Management Plan. The revised Conservation Management Plan shall be finalised and provided to the Principal Body Corporate and the owner of Building 1 within 40 Business Days of the period within which notification must be given under clause 7(i).*
- (k) *The Principal Body Corporate will submit the revised Conservation Management Plan to the Chief Executive for approval in accordance with clause 9 within 5 Business Days of receipt by the Principal Body Corporate of the revised Conservation Management Plan.*
- (l) *Once the revised Conservation Management Plan is approved, it will become the Approved Conservation Management Plan and will supersede any existing Approved Conservation Management Plan.*

## **8. Interpretation of Yungaba**

- (a) *Deliberately omitted.*
- (b) *Deliberately omitted.*
- (c) *The Owners and occupiers of the Registered Place, the Principal Body Corporate and the Subsidiary Body Corporate for the Yungaba Building shall make provision for guided walks to be conducted through the gardens of the Registered Place that are controlled by the Principal Body Corporate and into the central hall of the Yungaba Building on two days of each year (preferably during heritage week).*
- (d) *A reasonable fee may be imposed on patrons to cover the costs related to the guided walks incurred by the Principal Body Corporate and the Subsidiary Body Corporate for the Yungaba Building.*

**9. Approval of the Chief Executive**

- (a) *This clause applies where this Agreement requires the Chief Executive to approve documents or plans.*
- (b) *The documents or plans shall be submitted by the Applicant to the Chief Executive in triplicate.*
- (c) *Within 40 Business Days of the date on which the documents or plans are submitted to the Chief Executive (called the "**Decision Period**", the Chief Executive shall either:*
  - (i) *give the Applicant a written notice stating that the documents or plans are approved; or*
  - (ii) *give the Applicant a written notice identifying reasonable modifications to be made to the documents or plans subject to which the documents or plans are approved.*
- (d) *The Chief Executive may, by written notice to the Applicant given before the Decision Period expires, extend the Decision Period by a further 20 Business Days (called the "**Extended Decision Period**").*
- (e) *In the absence of a written response from the Chief Executive within the Decision Period or the Extended Decision Period, the documents or plans are deemed to be approved.*
- (f) *Any capitalised words in By-Law 35(b) have the meaning given to them in the Yungaba Heritage Agreement.*
- (g) *Owners and Occupiers are bound by the Yungaba Heritage Agreement and, without limitation, are bound by the provisions of the Yungaba Heritage Agreement under the headings "Yungaba Gardens Conservation Management Plan" and "Conservation Management Plan for the Buildings and Grounds" set out in Schedule D of this document.*

**36. Lot 901 Special Rights**

- (a) The Occupiers of Lot 901 are entitled to special rights over that part of the Common Property (**SR Area**) mentioned in Schedule E under the heading **By-law 36 SR Area**.
- (b) The following conditions apply to the special rights granted under this By-law:
  - (i) the SR Area may be used for any lawful purposes (including erecting reasonable temporary signage (for example, moveable A frame signs) promoting the business conducted from Lot 901 );
  - (ii) the Owner and Occupier of Lot 901 are jointly and severally liable for all costs related to the SR Area.  
  
This includes all costs related to:
    - (1) keeping any improvements in the SR Area in good repair and condition and replacing them as necessary from time to time;
    - (2) any maintenance (including any costs associated with repairing or replacing the timber decking) and operating costs of the SR Area;
    - (3) any increase in insurance premiums payable by the Body Corporate due to anything done (or not done) by the Occupier (or persons authorised by it) in the SR Area; and
    - (4) keeping the SR Area and the immediately adjacent areas clean, tidy and free of litter at all times;
  - (iii) the Owner or Occupier must not erect any improvement on the SR Area unless it obtains all necessary approvals under the Act; and
  - (iv) the Owner Occupier of the SR Area acknowledges that it is intended that a public thoroughfare easement is intended to be granted over land which includes the SR Area and must allow members of the public to pass, without restriction, through the SR Area;

- (v) the Owner and Occupier of Lot 901 shall:
  - (1) keep the SR Area properly maintained to a high standard and in a clean and tidy state at all times;
  - (2) ensure that all staff, guests and patrons do not create any unreasonable noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property;
  - (3) be responsible for the conduct of their guests and patrons using the SR Area;
  - (4) comply with any lawful conditions relating to the use of Lot 901 and the immediately adjoining areas used by Lot 901 (and its patrons and guests).
- (c) If any other provision of these By-laws conflict with this By-law 36, the provisions of this By-law are paramount to the extent of any inconsistencies.

### 37. Exclusive Use For All Lots (excluding Lot 901)

- (a) Despite anything else in these By-laws, the Occupiers of all Lots (excluding Lot 901) are entitled to the , exclusive use of the Main Common Property.
- (b) The following conditions apply to the exclusive use granted under this By-Law:
  - (i) The Beneficiaries are responsible for all the costs incurred by the Body Corporate in carrying out its duties in relation to the Main Common Property Including, without limitation, costs of maintaining, operating, replacing, repairing and renewing the Main Common Property. The intention is that the Owner and Occupier of Lot 901 will not be responsible for such costs.
- (c) In this By-Law:
  - (i) **Beneficiaries** means the Owners and Occupiers granted the exclusive use under this By-Law.
  - (ii) **Main Common Property** means all of the Common Property from time to time (including any improvements on it or made to it) but excluding:
    - (1) the Riverwalk Easement Area;
    - (2) any part of the Common Property which from time to time is the subject of an exclusive use by-law, an occupation authority or where rights of use of the Common Property granted under these By-laws are inconsistent with the rights granted under this By-law; and
    - (3) any Utility Infrastructure (as defined in the Act) that is Common Property.

To make it clear, Main Common Property includes the Recreational Areas.
  - (iii) **Riverwalk Easement Area** means that part of the Common Property that is, or is to be, subject to an easement granted, or to be granted, in favour of the Brisbane City Council for pedestrian access, maintenance and emergency vehicular access.

### 38. Exclusive Use - Occupation Authority Areas

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-Law 38 OA Area** are entitled to the exclusive use of that part of the Common Property (**OA Area**) mentioned in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of that part of the OA Area to Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made, they will be identified in Schedule E under the heading **By-Law 38 OA Area**.
- (c) The following conditions apply to the exclusive use granted under this By-Law:
  - (i) the OA Area may only be used for purposes set out in Schedule E; and



- (ii) the Occupier and Owner of the Lot to which the exclusive use by-law attaches are jointly and severally liable for all costs related to the OA Area allocated to that Lot. This includes all costs related to:
  - (1) keeping any improvements in the OA Area in good repair and condition and replacing and renewing them as necessary from time to time;
  - (2) any maintenance and operating costs of the OA Area; and
  - (3) any increase in insurance premiums payable by the Body Corporate due to anything done (or not done) by the Occupier (or persons authorised by it) in the OA Area.
- (d) In this By-law, **OA Area** means those parts of the Common Property which are shown on the plans referred to in Schedule E.
- (e) To remove doubt, when allocations are made under this By-law, the By-law will attach to a Lot which is intended to become another community titles scheme. It is acknowledged that the exclusive use rights under this By-law will be for the benefit of that scheme and that the body corporate for that scheme may grant an occupation authority (as defined in the relevant regulation module applying to that scheme).

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
-------------------	--

#### 1. **Progressive Development**

- (a) To facilitate the progressive development of the Yungaba Community Titles Scheme 43398, the Original Owner (and those authorised by it) may at any time, enter on the scheme land to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services. To facilitate this, the Original Owner may without limitation, carry on the following works:
  - (i) excavation and general earthworks;
  - (ii) the construction of common property areas, including roads;
  - (iii) the construction on the common property of such improvements and facilities as may be considered necessary by the Original Owner to establish utility services and connections thereto;
  - (iv) the construction of services infrastructure whether public or private including but without limiting the generality thereof, connections for sewerage, gas, electricity, telephone, fibreoptics or any other lawful service available to the public;

all of which are collectively called the "Utility Infrastructure Works".
- (b) The Original Owner may bring upon the scheme land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works.
- (c) The Original Owner shall use reasonable endeavours to ensure that the Utility Infrastructure Works will be carried out in a manner which minimises (so far as practical) any inconvenience caused to owners and occupiers of lots in the scheme land.
- (d) The body corporate and each owner and occupiers of lots in the scheme land agree not to make any objection or any claim against the Original Owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- (e) The expression Utility Infrastructure and Utility Services have the meaning given to them in the Body Corporate and Community Management Act 1997.
- (f) *Original Owner* has the meaning given to it in Schedule B.
- (g) A services location diagram (**SLD**) is included in this Community Management Statement.

**2. Heritage Requirements**

- (a) This clause 2 has been included in this document in accordance with the requirements of the Yungaba Heritage Agreement (which agreement has the meaning given to it in Schedule C). Any capitalised words in this clause 2 have the meaning given to them in the Yungaba Heritage Agreement.
- (b) In accordance with the terms of the Yungaba Heritage Agreement, the following provisions from that agreement appear below:

**6. Yungaba Gardens Conservation Management Plan**

- (a) *The Owners and occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building shall comply with the Yungaba Gardens Conservation Management Plan, insofar as it applies to that part of the Registered Place which they own, occupy or over which they exercise control.*
- (b) *The parties acknowledge that:*
  - (i) *the Moreton Bay Fig (Ficus Macrophylla) located within the Driveway Entry Area (referred to in the Yungaba Gardens Conservation Management Plan on page 30); and*
  - (ii) *the Small leafed Fig (Ficus oblique) located in the Western Rear Grounds (referred to in the Yungaba Gardens Conservation Management Plan on page 31 as being a Moreton Bay Fig),*

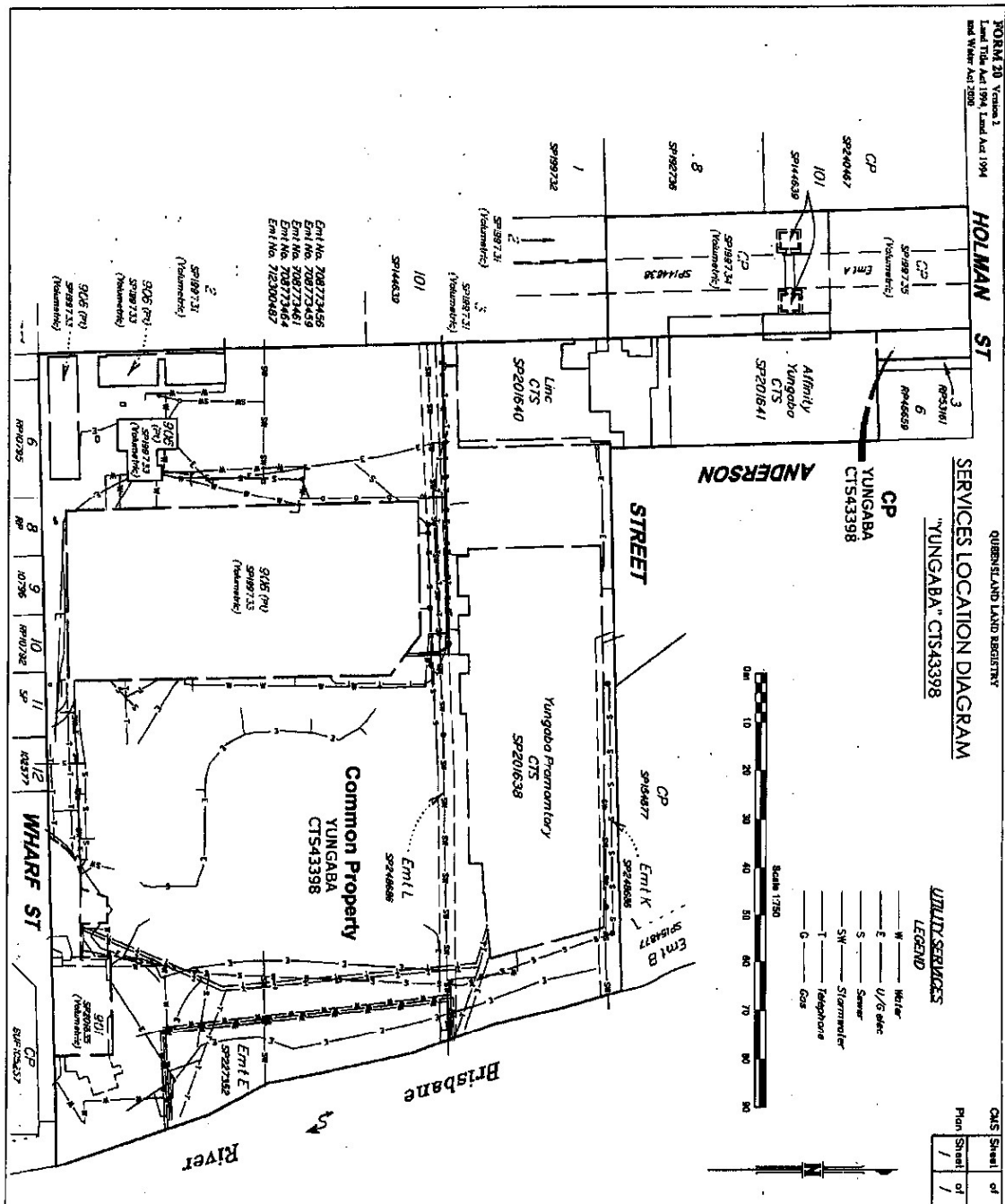
*have been removed from the Registered Place and the Yungaba Gardens Conservation Management Plan is to be read as excluding reference to these trees.*

**7. Conservation Management Plan for the Buildings and Grounds**

- (a) *PDI shall commission the preparation of a Conservation Management Plan in accordance with this clause 7.*
- (b) *The Owners and the occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building shall do all things necessary to facilitate the preparation of the Conservation Management Plan.*
- (c) *The Conservation Management Plan must:*
  - (i) *be prepared by an Architect, with input from a Landscape Architect;*
  - (ii) *be based on Kerr's Yungaba Conservation Plan, 2001 and the Yungaba Gardens Conservation Management Plan;*
  - (iii) *reflect the changes that have taken place in the adaptation of the Registered Place in accordance with the Approval;*
  - (iv) *include policies and practical strategies for the conservation of the Registered Place in accordance with the Approval (including its ongoing management and incremental change);*
  - (v) *be prepared after consultation with PDI, the owner of Building 1, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building.*
- (d) *The Conservation Management Plan shall be prepared and submitted to the Chief Executive for approval in accordance with clause 9 by the Architect within 40 Business Days of the practical completion of the redevelopment of the Yungaba Building. The Owners and occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 (if already created) and the Yungaba Building must ensure that this requirement is complied with.*

- (e) *The Owners and occupiers of the Registered Place, the Principal Body Corporate and each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building shall comply with the Approved Conservation Management Plan in so far as it applies to that part of the Registered Place which they own, occupy or over which they exercise control.*
- (f) *The Approved Conservation Management Plan will form part of and be read as part of this Agreement and will supersede the Yungaba Gardens Conservation Management Plan.*
- (g) *The Principal Body Corporate shall commission a review of the Approved Conservation Management Plan by an Architect within 20 Business Days following each 4 yearly inspection referred to in clause 4.1(c).*
- (h) *As part of the review, the Architect will decide, after consultation with the owner of Building 1, the Principal Body Corporate, each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building, the Landscape Architect, the Chief Executive and the Queensland Heritage Council, whether or not the Approved Conservation Management Plan requires revision. However, if the Approved Conservation Management Plan has not been revised within the preceding 10 years, the Conservation Management Plan must be revised.*
- (i) *The Architect will notify the owner of Building 1, the Principal Body Corporate, each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building, the Chief Executive and the Queensland Heritage Council of his or her decision under clause 7(h) within 20 Business Days following the Inspection referred to in clause 4.1(c).*
- (j) *If the Architect decides to revise the Approved Conservation Management Plan, the Architect will consult with the owner of Building 1, the Principal Body Corporate, each Subsidiary Body Corporate for Buildings 2 to 4 and the Yungaba Building, the Chief Executive and the Queensland Heritage Council before finalising the revised Conservation Management Plan. The revised Conservation Management Plan shall be finalised and provided to the Principal Body Corporate and the owner of Building 1 within 40 Business Days of the period within which notification must be given under clause 7(i).*
- (k) *The Principal Body Corporate will submit the revised Conservation Management Plan to the Chief Executive for approval in accordance with clause 9 within 5 Business Days of receipt by the Principal Body Corporate of the revised Conservation Management Plan.*
- (l) *Once the revised Conservation Management Plan is approved, it will become the Approved Conservation Management Plan and will supersede any existing Approved Conservation Management Plan.*

Lot on Plan	Statutory Easement	Service location diagrams
Common Property	Utility services, utility infrastructure, support, shelter, projections and maintenance.	03039SLD2_L
All lots in the Scheme as shown in Schedule A	Utility services, utility infrastructure, support, shelter, projections and maintenance	N/A



**BENNETT + BENNETT**  
Surveyors & Valuers  
100/102 St. George Street  
Sydney NSW 2000  
Tel: (02) 9251 1177  
Fax: (02) 9251 1178  
Email: info@bennett-bennett.com.au  
www.bennett-bennett.com.au

**Figures, known as, and**

**Services Location Diagram**  
in the Common Property of  
YUNGABA CTS 43398

Lot	Area	Owner	Notes
1	1,000.00	YUNGABA CTS 43398	
2	1,000.00	YUNGABA CTS 43398	
3	1,000.00	YUNGABA CTS 43398	
4	1,000.00	YUNGABA CTS 43398	
5	1,000.00	YUNGABA CTS 43398	
6	1,000.00	YUNGABA CTS 43398	
7	1,000.00	YUNGABA CTS 43398	
8	1,000.00	YUNGABA CTS 43398	
9	1,000.00	YUNGABA CTS 43398	
10	1,000.00	YUNGABA CTS 43398	
11	1,000.00	YUNGABA CTS 43398	
12	1,000.00	YUNGABA CTS 43398	
13	1,000.00	YUNGABA CTS 43398	
14	1,000.00	YUNGABA CTS 43398	
15	1,000.00	YUNGABA CTS 43398	
16	1,000.00	YUNGABA CTS 43398	
17	1,000.00	YUNGABA CTS 43398	
18	1,000.00	YUNGABA CTS 43398	
19	1,000.00	YUNGABA CTS 43398	
20	1,000.00	YUNGABA CTS 43398	
21	1,000.00	YUNGABA CTS 43398	
22	1,000.00	YUNGABA CTS 43398	
23	1,000.00	YUNGABA CTS 43398	
24	1,000.00	YUNGABA CTS 43398	
25	1,000.00	YUNGABA CTS 43398	
26	1,000.00	YUNGABA CTS 43398	
27	1,000.00	YUNGABA CTS 43398	
28	1,000.00	YUNGABA CTS 43398	
29	1,000.00	YUNGABA CTS 43398	
30	1,000.00	YUNGABA CTS 43398	
31	1,000.00	YUNGABA CTS 43398	
32	1,000.00	YUNGABA CTS 43398	
33	1,000.00	YUNGABA CTS 43398	
34	1,000.00	YUNGABA CTS 43398	
35	1,000.00	YUNGABA CTS 43398	
36	1,000.00	YUNGABA CTS 43398	
37	1,000.00	YUNGABA CTS 43398	
38	1,000.00	YUNGABA CTS 43398	
39	1,000.00	YUNGABA CTS 43398	
40	1,000.00	YUNGABA CTS 43398	
41	1,000.00	YUNGABA CTS 43398	
42	1,000.00	YUNGABA CTS 43398	
43	1,000.00	YUNGABA CTS 43398	
44	1,000.00	YUNGABA CTS 43398	
45	1,000.00	YUNGABA CTS 43398	
46	1,000.00	YUNGABA CTS 43398	
47	1,000.00	YUNGABA CTS 43398	
48	1,000.00	YUNGABA CTS 43398	
49	1,000.00	YUNGABA CTS 43398	
50	1,000.00	YUNGABA CTS 43398	
51	1,000.00	YUNGABA CTS 43398	
52	1,000.00	YUNGABA CTS 43398	
53	1,000.00	YUNGABA CTS 43398	
54	1,000.00	YUNGABA CTS 43398	
55	1,000.00	YUNGABA CTS 43398	
56	1,000.00	YUNGABA CTS 43398	
57	1,000.00	YUNGABA CTS 43398	
58	1,000.00	YUNGABA CTS 43398	
59	1,000.00	YUNGABA CTS 43398	
60	1,000.00	YUNGABA CTS 43398	
61	1,000.00	YUNGABA CTS 43398	
62	1,000.00	YUNGABA CTS 43398	
63	1,000.00	YUNGABA CTS 43398	
64	1,000.00	YUNGABA CTS 43398	
65	1,000.00	YUNGABA CTS 43398	
66	1,000.00	YUNGABA CTS 43398	
67	1,000.00	YUNGABA CTS 43398	
68	1,000.00	YUNGABA CTS 43398	
69	1,000.00	YUNGABA CTS 43398	
70	1,000.00	YUNGABA CTS 43398	
71	1,000.00	YUNGABA CTS 43398	
72	1,000.00	YUNGABA CTS 43398	
73	1,000.00	YUNGABA CTS 43398	
74	1,000.00	YUNGABA CTS 43398	
75	1,000.00	YUNGABA CTS 43398	
76	1,000.00	YUNGABA CTS 43398	
77	1,000.00	YUNGABA CTS 43398	
78	1,000.00	YUNGABA CTS 43398	
79	1,000.00	YUNGABA CTS 43398	
80	1,000.00	YUNGABA CTS 43398	
81	1,000.00	YUNGABA CTS 43398	
82	1,000.00	YUNGABA CTS 43398	
83	1,000.00	YUNGABA CTS 43398	
84	1,000.00	YUNGABA CTS 43398	
85	1,000.00	YUNGABA CTS 43398	
86	1,000.00	YUNGABA CTS 43398	
87	1,000.00	YUNGABA CTS 43398	
88	1,000.00	YUNGABA CTS 43398	
89	1,000.00	YUNGABA CTS 43398	
90	1,000.00	YUNGABA CTS 43398	
91	1,000.00	YUNGABA CTS 43398	
92	1,000.00	YUNGABA CTS 43398	
93	1,000.00	YUNGABA CTS 43398	
94	1,000.00	YUNGABA CTS 43398	
95	1,000.00	YUNGABA CTS 43398	
96	1,000.00	YUNGABA CTS 43398	
97	1,000.00	YUNGABA CTS 43398	
98	1,000.00	YUNGABA CTS 43398	
99	1,000.00	YUNGABA CTS 43398	
100	1,000.00	YUNGABA CTS 43398	

**Client: THALES PROPERTY**

**ARTIST: ARTIST**

**Local Gov: KCC**

**Approved by: DC**

**Approved by: CTS**

**Date Checked: 07/10/2007**

**Scale: 1:250**

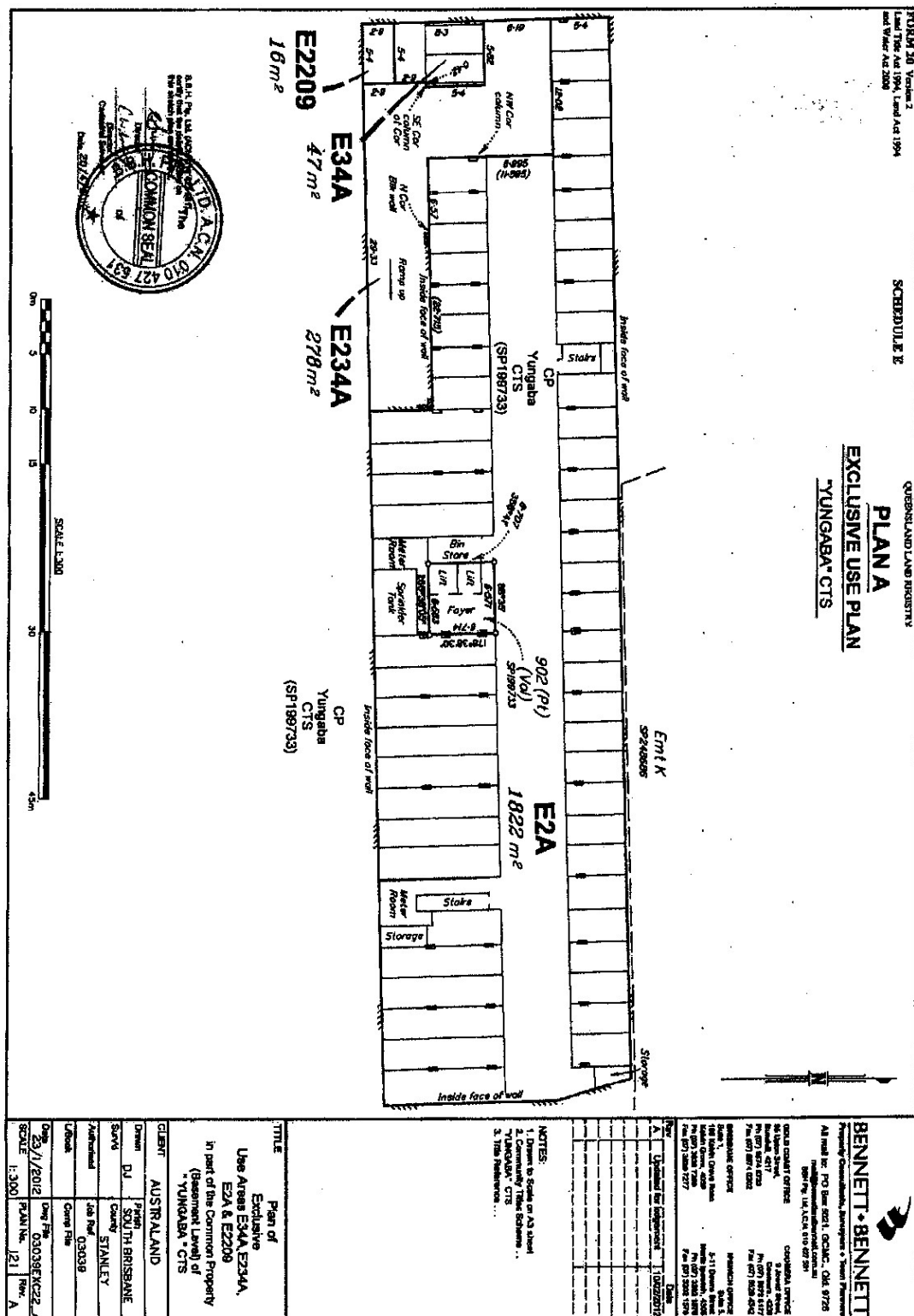
**Drawn by: DMS/SLD 1**

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

Lot on Plan	Area	Purpose
<b>By-Law 33 – SS Area</b>		
Body Corporate for Yungaba Promontory Community Titles Scheme 43629	Area E2A on the attached exclusive use plan A (03039EXC22_A)	Car Parking, storage and access ways
	Area E2B on the attached exclusive use plan B (03039EXC23_A)	Car Parking, storage and access ways
	Area E2209 on the attached exclusive use plan A (03039EXC22_A)	Car parking and storage
	Area E234A on the attached exclusive use plan A (03039EXC22_A)	Shared access way
	Area E234B 1 on the attached exclusive use plan B (03039EXC23_A)	Shared access ways and shared visitor car parking
	Area E234B2 on the attached exclusive use plan I (03039_168_EXC_A)	Shared access way
	Area E234B3 on the attached exclusive use plan I (03039_168_EXC_A)	Shared visitor car parking
	Area E2C on the attached exclusive use plan G (103039EXC30)	Access way and planter/landscape area
	Areas E2107B, E2108B and E2109B on the attached exclusive use plan C (03039EXC24)	Access way
	Area E2D on the attached exclusive use plan D (03039EXC25_A)	Courtyards
Body Corporate for Linc Community Title Scheme 47891	Area E34B on the attached exclusive use plan H (03039_167_EXC_A)	Shared access way
	Area E234A on the attached exclusive use plan A (03039EXC22_A)	Shared access way
	Area E234B1 on the attached exclusive use plan B (03039EXC23_A)	Shared access ways and shared visitor car parking
	Area E234B2 on the attached exclusive use plan I (03039_168_EXC_A)	Shared access way
	Area E234B3 on the attached exclusive use plan I (03039_168_EXC_A)	Shared visitor car parking
	Area E34C on the attached exclusive use plan I (03039_168_EXC_A)	Access way
	Area E3C on the attached exclusive use plan I (03039_168_EXC_A)	Storage and access ways
	Area E3B on the attached exclusive use plan J (03039_169_EXC_A)	Car Parking
	Area E3B1 on the attached exclusive use plan J (03039_169_EXC_A)	Car Parking
	Area E3A on the attached exclusive use plan H (03039_167_EXC_A)	Car Parking and access ways
Body Corporate for Affinity Yungaba Community Title Scheme 47925	Area E234A on the attached exclusive use plan A	Shared access way
	Area E234B1 on the attached exclusive use plan B (03039EXC23_A)	Shared access ways and shared visitor car parking

	Area E234B2 on the attached exclusive use plan I (03039_168_EXC_A)	Shared access way
	Area E234B3 on the attached exclusive use plan I (103039_168_EXC_A)	Shared visitor car parking
	Area E34B on the attached exclusive use plan H (03039_167_EXC_A)	Shared access way
	Area E34C on the attached exclusive use plan I (03039_168_EXC_A)	Access way
	Area E4C on the attached exclusive use plan H (03039_167_EXC_A)	Car Parking and access ways
	Area E4A on the attached exclusive use plan K (03039)	Car Parking and access ways
	Area E4B on the attached exclusive use plan L (03039)	Car Parking
Body Corporate for The Residences at Yungaba Community Titles Scheme 49549	Area E61 on the attached exclusive use plan E (03039EXC26_B)	Access way and landscaped area
	Area E1C on the attached exclusive use plan E (03039EXC26_B)	Courtyard landscaped area
	Area E62 on the attached exclusive use plan F (03039EXC27_B)	Storage
<b>By-Law 36 - SR Area</b>		
Lot 901 on SP 201635	Area SRK on the attached exclusive use area plan 03039EXC6_D	In accordance with the conditions in By-Law 36.
<b>By-Law 38 - OA Area</b>		
Not applicable	Not applicable	Not applicable





**FORM 23** Version 2  
Land 17th Aug 1994, Land Act 1994  
and Water Act 2000

**SCHEDULE E**

**PLAN B**  
**EXCLUSIVE USE PLAN**  
**"YUNGABAH" CTS**

**2001**  
**(Vol)**  
**ANDERSON STREET**

**SP189733**  
Boundary conditions  
with property adjacent  
to Anderson Street

**CLIENT** AUSTRALAND  
**DA** SOUTH BRISBANE  
**STANLEY**  
**Authorised** John H. 030039  
**Drawn** 23/1/2012  
**Scale** 1:250

**TITLE**  
Plan of  
Exclusive Use Areas  
E2B & E234B1  
in part of the Common Property  
(Ground Level) of  
"Yungabah" CTS

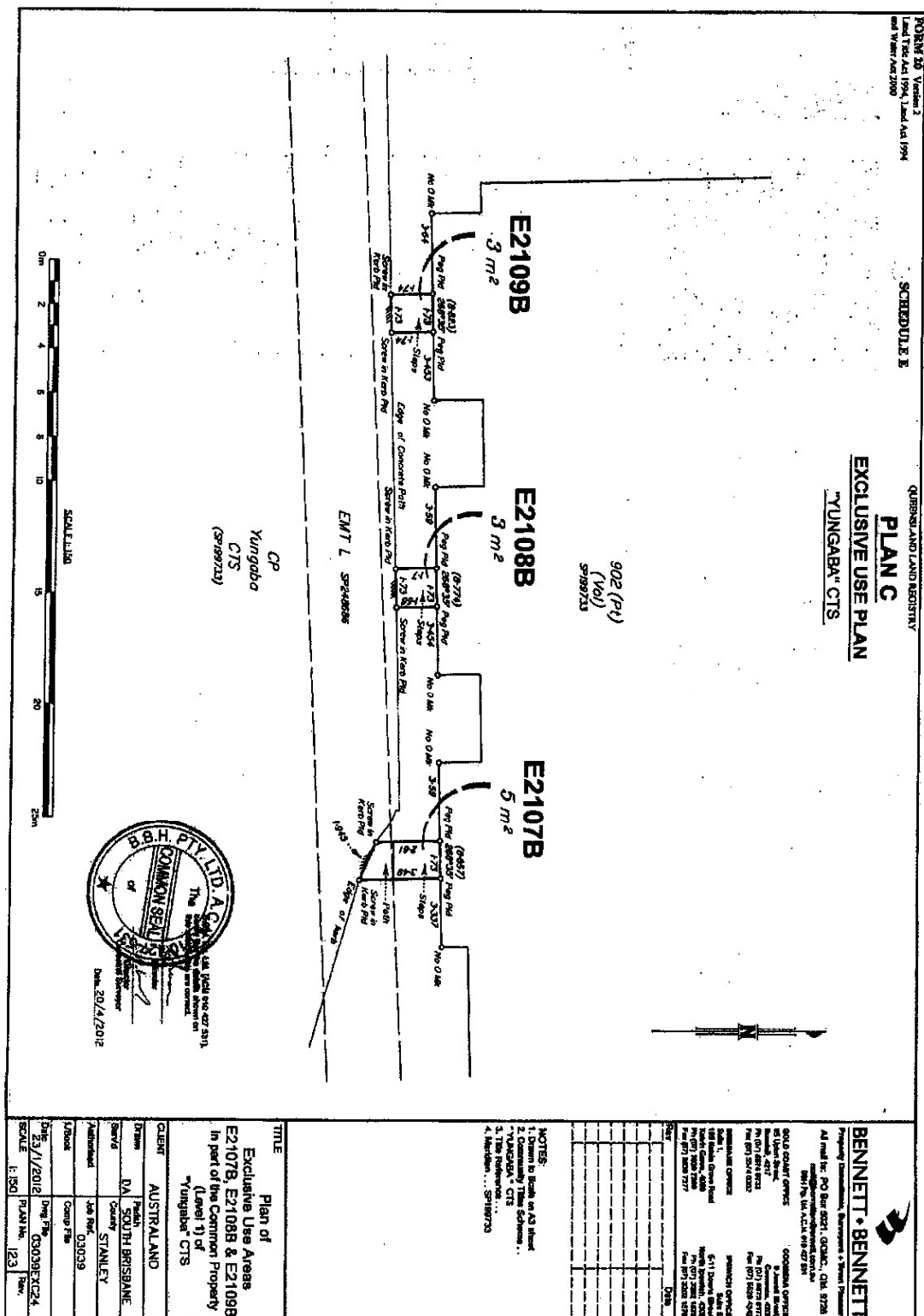
**NOTES**  
1. Drawn to Scale on A3 sheet  
2. The Reference: ...  
3. The Reference: ...  
4. The Reference: ...

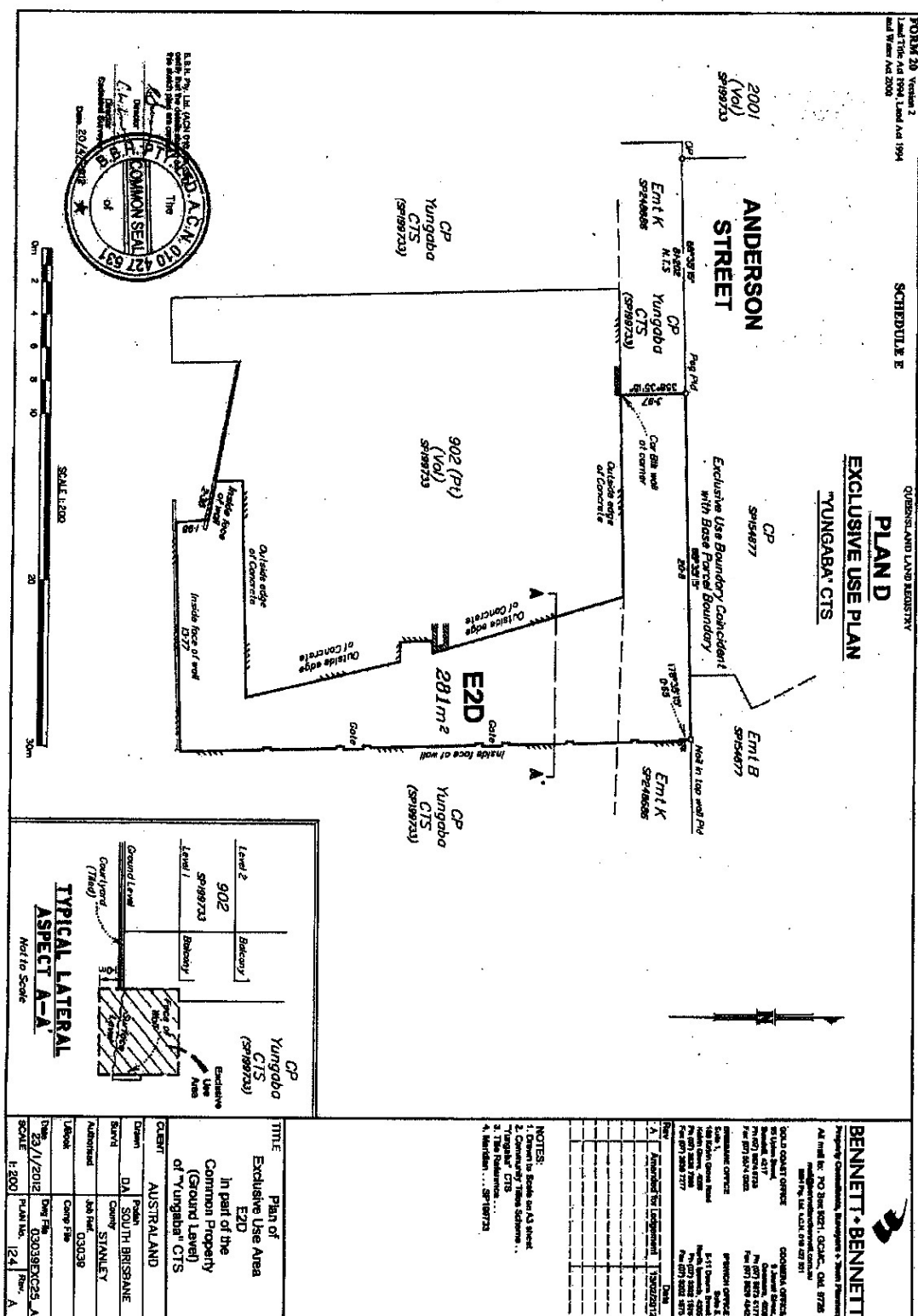
**APPROVED FOR SIGNATURE** 13/02/2012  
**DATE**

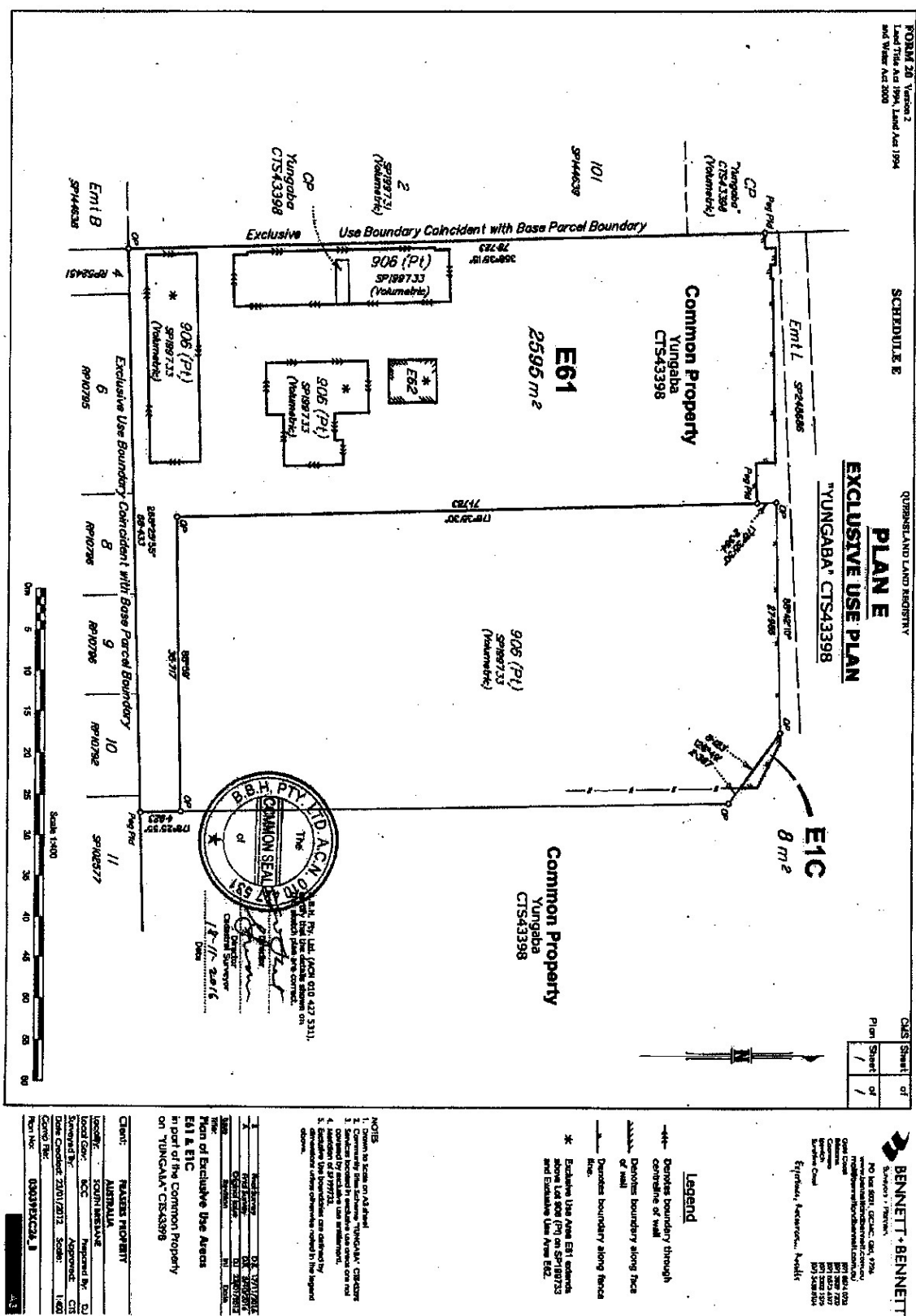
**FOR COAST OFFICES**  
Bennett • Bennett  
14/171 17th Ave  
Ph: 07 5571 8000  
Fax: 07 5571 8002  
Email: info@bennett.com.au

**FOR SOUTH BRISBANE OFFICES**  
Bennett • Bennett  
14/171 17th Ave  
Ph: 07 5571 8000  
Fax: 07 5571 8002  
Email: info@bennett.com.au

**FOR SOUTH BRISBANE OFFICES**  
Bennett • Bennett  
14/171 17th Ave  
Ph: 07 5571 8000  
Fax: 07 5571 8002  
Email: info@bennett.com.au







<b>FORM 20</b> Version 2 Land Title Act 1994, Land Act 1994 and Water Act 2000	<b>SCHEDULE E</b>  <b>PLAN F</b> <b>EXCLUSIVE USE PLAN</b> <b>"YUNGABA" CTS</b>	QUEENSLAND LAND REGISTRY CMS Sheet / of / Plan / /
--	---	--

**Common Property**  
Yungaba  
CTS43398

**E62**  
**31 m²**

**Heritage Building**

**906 (Pt)**  
**SP199733**  
**(Volumetric)**

**906 (Pt)**  
**SP199733**  
**(Volumetric)**

**Notes:**

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme is "YUNGABA" CTS
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Marked as SP199733.
5. Exclusive Use boundary is defined by external face of building.
6. Revision B - Final Survey - 17/11/2016 (D.J.L.)

B.B.H. Pty. Ltd. (ACN 010 427 531),  
 certify that the details shown on  
 this sketch plan are correct.

*[Signature]*  
 Director  
 Cadastral Surveyor  
 18-11-2016  
 Date

Scale 1:400

**BENNETT + BENNETT**  
 Surveyors + Planners  
 PO Box 5021, GCMC, Qld. 9726  
 www.bennettandbennett.com.au  
 mail@bennettandbennett.com.au

Gold Coast (07) 5574 0733  
 Brisbane (07) 3639 7200  
 Coomera (07) 5573 4177  
 Ipswich (07) 3202 1575  
 Sunshine Coast (07) 5438 6104

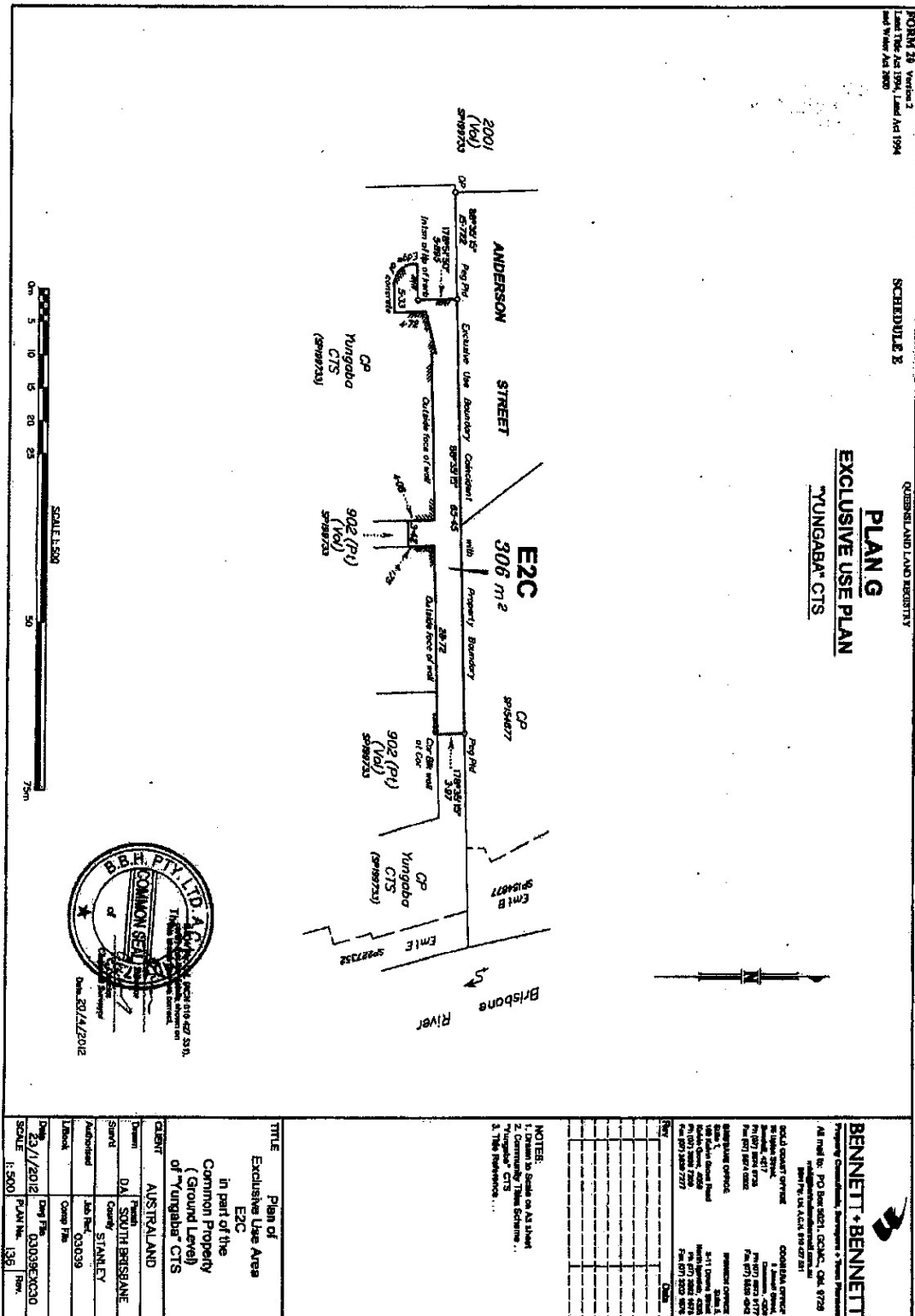
Experience, Resources... Results

Title:  
**Plan of Exclusive Use Area E62**  
 in part of the Common Property  
 on "YUNGABA" CTS43398

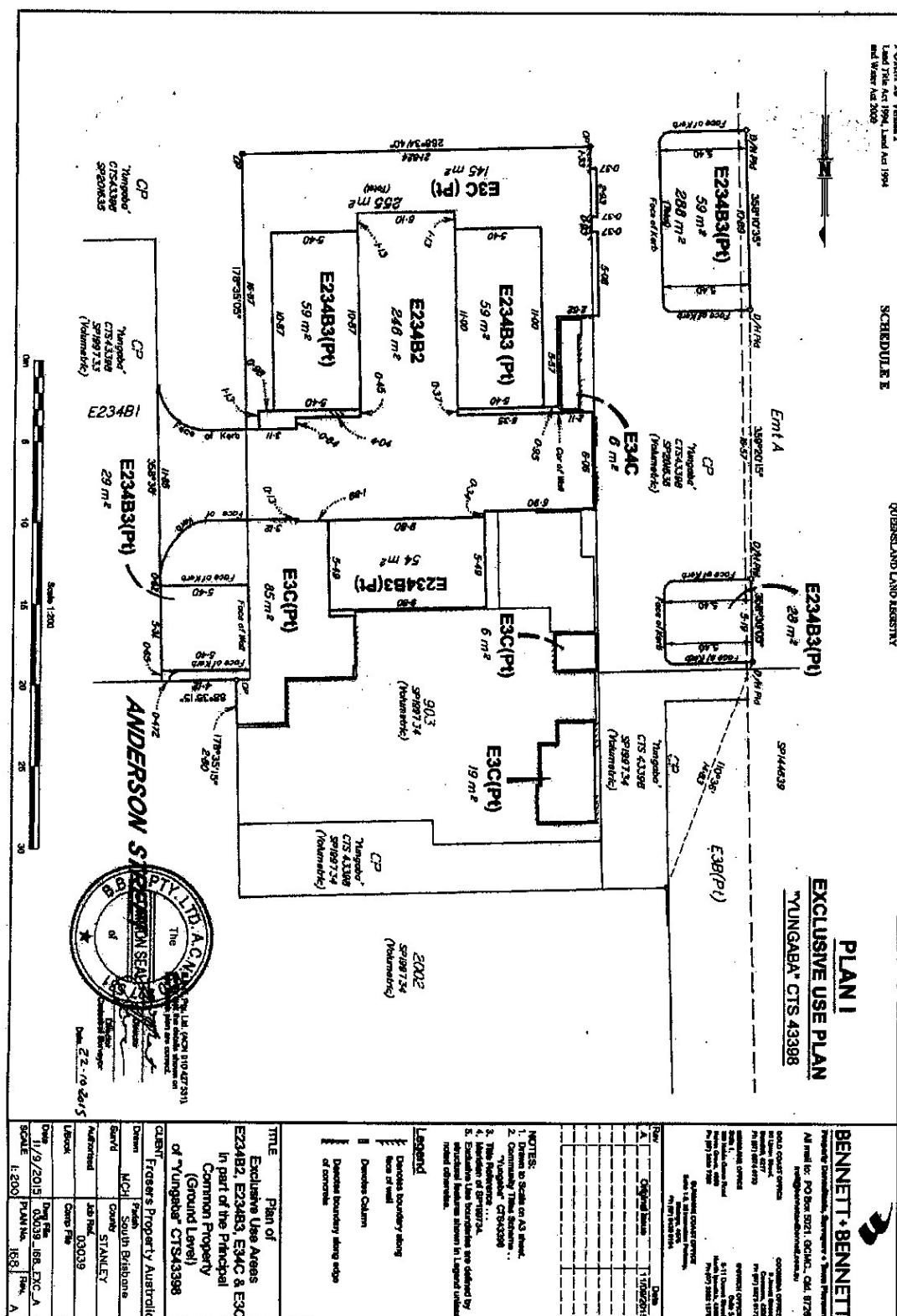
Client: **FRASERS PROPERTY AUSTRALIA**

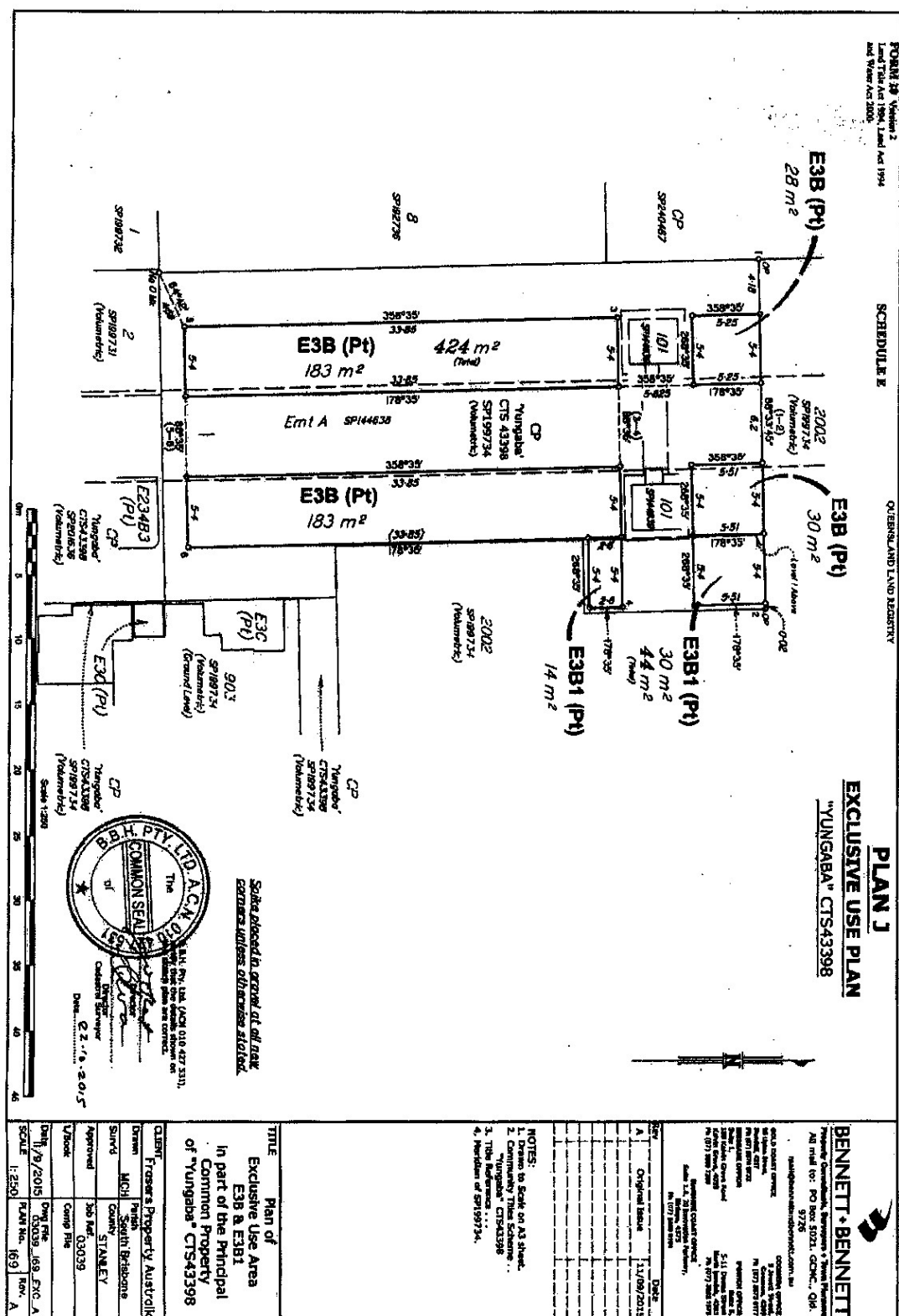
Locality: <b>SOUTH BRISBANE</b>	Prepared By: <b>DJ</b>
Local Gov: <b>BCC</b>	Approved: <b>CTS</b>
Surveyed By:	Scale: <b>1:400</b>
Date Created: <b>23/01/2012</b>	
Comp File:	
Plan No: <b>03039EXC27_A</b>	

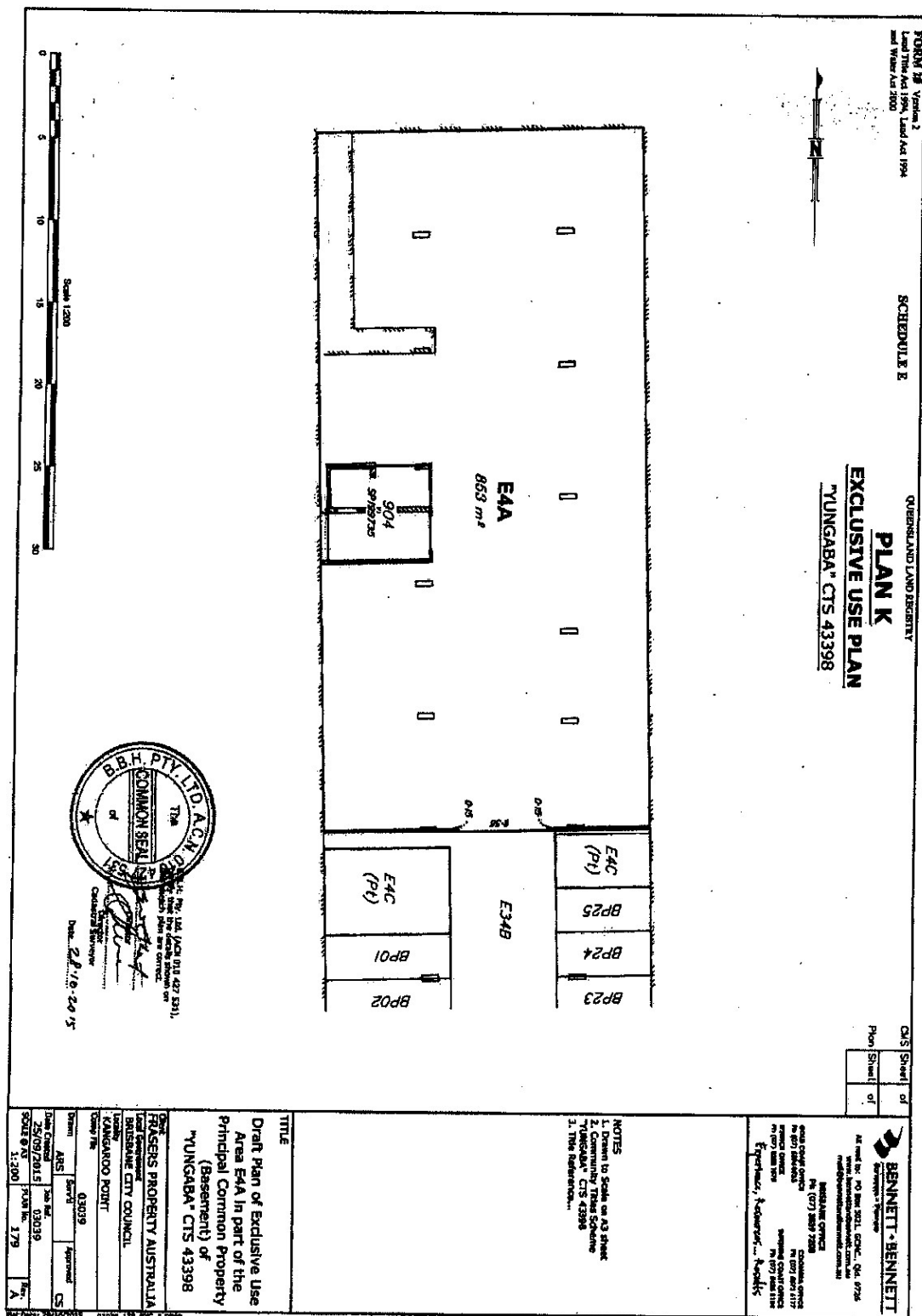


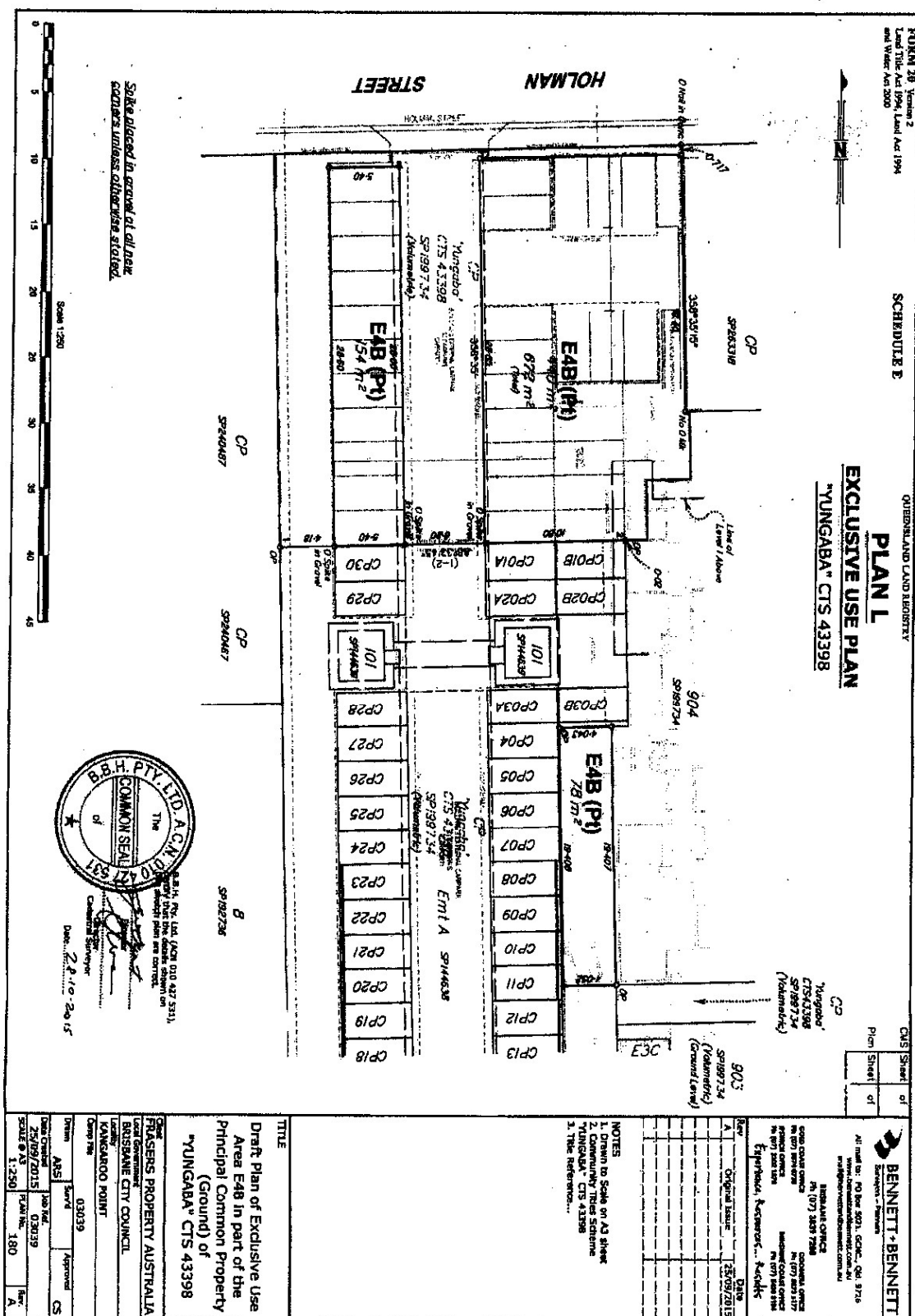


[illegible]









**FORM 20** Version 2  
Land Title Act 1994, Land Act 1994  
and Water Act 2000

**SCHEDULE E**

**EXCLUSIVE USE PLAN**  
**"YUNGABA" CTS**

**NOTE:** Special Rights area defined by the edge of timber deck unless noted otherwise. Dimensions are indicative only.

**WHARF STREET**

**SCALE 1:250**

**NOTES**

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme - "Yungaba" CTS
3. Title Reference ...
4. Rev.A - Changed to Special Rights Plan - 10/11/2009.  
Rev.B - Details added after construction and field work - 19/09/2011  
Rev.C - SRK dimensions amended - 09/02/2012  
Rev.D - Updated for certification

**TITLE**

Plan of Exclusive Use Area SRK  
In part of the Common Property  
of "Yungaba" CTS  
for grant of Special Rights over Area SRK

Drawn DJ	Surv'd MO	Auth.	CLIENT <b>AUSTRALAND</b>
Parish <b>South Brisbane</b>	L/Book	Comp File	
County <b>Stanley</b>	Date <b>4/11/2009</b>	Dwg File <b>03039EXC8_D</b>	
Job Ref. <b>03039</b>	SCALE <b>1:250</b>	PLAN No. <b>74</b>	Rev. <b>D</b>

**BENNETT+BENNETT**  
Property Consultants, Surveyors + Town Planners

All mail to: PO Box 5021 B.G.M.G. Qld 9725  
mail@bennettbennett.com.au

**BRISBANE OFFICE**  
Suite 1,  
400 Kelvin Grove Road,  
Kelvin Grove, 4060  
Ph (07) 3638 7200  
Fax (07) 3638 7277

**GOLD COAST OFFICE**  
85 Upton St,  
Bundall  
Ph (07) 55749 720  
Fax (07) 5574 0202

**GOOMERAI OFFICE**  
8 Jowett St,  
Coonewah  
Ph (07) 8873 6177  
Fax (07) 8825 4342

**IPSWICH OFFICE**  
Suite 6,  
5-11 Downs St,  
Meridale Ipswich  
Ph (07) 3322 1878  
Fax (07) 3322 1878