

SCHEDULE C	BY-LAWS
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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.

Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.

Reference to the whole includes any part of the whole.

If any By-law is inconsistent with any By-law applying to the Principal Scheme, then the By-law will be of no effect to the extent of the inconsistency.

- (b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings given 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.
Approved Storage Device	means a storage device approved by the Committee from time to time.
Body Corporate	means the Body Corporate established upon the registration of the Scheme.
Building	means the building of which the Scheme forms part.
By-law	means these By-laws or any specified part of them.
Cable Television	means any form of electronic signal that converts to a visual image.
Caretaker	means the person or corporation that has entered into, or is to enter into, the Caretaking and Letting Agreement. If there is no such person, the Committee may nominate a person as a Caretaker for the purposes of these By-laws.
Caretaker's Unit	means any Lot (whether within this Scheme or any other scheme that is a subsidiary scheme to the Principal Scheme) nominated by the Original Owner or Its nominee.
Caretaking and Letting Agreement	means the agreement entered into, or to be entered into, between the Caretaker and the Body Corporate under which the Caretaker is required, amongst other things, to keep the Common Property in good order. It includes any agreement that replaces or extends a previous agreement.
Common Property	means the common property in the Scheme.
Committee	means the Committee of the Body Corporate appointed pursuant to the Act.
Co-ordinator	means the Occupier of the Caretaker's Unit.
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 "Decisions 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).
Garbage	includes material to be recycled.
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 but in no circumstances does this allow the

	relevant Lot to be used to provide real estate agency services.
Lot	means a Lot in the Scheme.
Occupation Authority	means the occupation authority contained in the Caretaking and Letting Agreement.
Original Owner	means PDI (Old) 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 (Old) Pty Ltd (ABN 19 010 726 600) may nominate a person to notify which Lot will be the Caretaker's Unit.
Owner and Occupier	have the meanings given to them in the Act.
Person	includes a company.
Principal Body Corporate	means Body Corporate for Yungaba Community Title Scheme 43398.
Principal Committee	means the committee for the Principal Scheme.
Principal Scheme	means the Yungaba Community Title Scheme 43398.
Recreation Areas	means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities.
Scheme	means Yungaba Promontory Community Title Scheme.
Scheme Land	means all the land contained in the Scheme.
Secretary	means the Secretary of the Body Corporate.
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).
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 Principal Body Corporate and is available for Inspection.

2. USE OF LOT

- (a) Subject to (c), 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) The Occupier of a Lot must not hold or permit to be held any social gathering in the Lot which would cause any noise which unlawfully interferes with, the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979.
- (c) In the event of any unavoidable noise in a Lot at any time the Occupier of that Lot shall take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of his Lot and also such further steps as may be within his power for the same purpose.
- (d) Guests leaving after 10.00 pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when the Occupier of a Lot returns to the Lot late at night or during early morning hours.

3. NOISE

- (a) An Owner or Occupier of a Lot shall not upon the Scheme Land create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.
- (b) The Occupier of a Lot must not hold or permit to be held any social gathering in the Lot which would cause any noise which unlawfully interferes with, the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979.

- (c) In the event of any unavoidable noise in a Lot at any time the Occupier of that Lot shall take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of his Lot and also such further steps as may be within his power for the same purpose.
- (d) Guests leaving after 10.00 pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when the Occupier of a Lot returns to the Lot late at night or during early morning hours.

4. OBSTRUCTION

An Owner or Occupier of a Lot shall not obstruct lawful use of Common Property by any person, and shall not:

- (a) Interfere with or obstruct the Caretaker from performing the duties or exercising the rights of the Caretaker under a Caretaking and Letting Agreement; or
- (b) Interfere with or obstruct the Caretaker from using any part of the Common Property designated by the Body Corporate for use by the Caretaker.

5. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

An Owner or Occupier shall not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) Except with consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

6. DAMAGE TO COMMON PROPERTY

An Owner or Occupier of a Lot shall 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 except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by him from installing:

- (a) Any locking or other safety device for the protection of his Lot against intruders; or
- (b) Any screen or other device to the internal of his Lot to prevent entry of animals or insects upon his Lot.

However that any such device must be constructed in a workman-like manner, maintained in a state of good and serviceable repair by the Owner, not detract from the amenity of the Scheme and be consistent with the architectural theme of the Building.

7. OWNER NOT TO LITTER

The Owner or Occupier of a Lot shall not throw or allow to fall or permit to suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Scheme. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Owner of the Lot.

8. DEPOSITING RUBBISH, ETC. ON COMMON PROPERTY

An Owner or Occupier of a Lot shall not deposit or throw upon the Common Property, any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

9. VEHICLES

Except where a By-law authorises him so to do, an Owner or Occupier of a Lot shall not park or stand any motor or other vehicle upon Common Property other than in the areas provided except with the prior consent in writing of the Body

10. AERIALS

Outside wireless and television aerials may not be erected without written permission of the Committee.

11. BEHAVIOUR OF INVITEES

- (a) The Owner or Occupier of a Lot shall 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.
- (b) The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or body corporate asset when the damage is caused by such Owner or Occupier or their Invitees.
- (c) The Owner of a Lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other Occupier of the Lot or their invitees comply with the provisions of the By-laws.
- (d) The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.

12. APPEARANCE OF BUILDING

Except as may be otherwise expressly provided for in these By-laws, an Owner or Occupier of a Lot shall not, except with the prior consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article, item or object (for example, a satellite dish) or display any sign, resale sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property or of his Lot in such a way as to be visible from any other Lot, the Common Property or outside of the Scheme, nor shall he do anything else whatsoever to alter the external appearance of any Lot or any part of the Common Property.

13. STORAGE OF FLAMMABLE LIQUIDS, ETC.

- (a) An Owner or Occupier of a Lot shall not, except with the prior consent in writing of the Body Corporate, use or store upon his Lot or upon the Common Property, any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (b) An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which shall invalidate, suspend or increase the premium for any policy of insurance on the Scheme or any property on the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Scheme or any property on the Scheme or the regulations or ordinances of any public authority for the time being in force.

14. GARBAGE DISPOSAL

An Owner or Occupier of a Lot shall:

- (a) Except where the Body Corporate provides some other means of disposal of Garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition an adequately covered receptacle for Garbage;
- (b) Comply with all local authority By-laws and ordinances relating to the disposal of Garbage;
- (c) Ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his disposal of Garbage.
- (d) Comply with all reasonable directions of the Caretaker in relation to the disposal of recyclable Garbage.

15. KEEPING OF ANIMALS

Subject to section 181(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.

16. STRUCTURAL ALTERATIONS

No structural alteration shall be made to any Lot (including any alteration to gas, water, electrical installation or work for the purpose of enclosing in any manner whatsoever the balcony of any unit and including the installation of any air conditioning system) without the approval in writing of the Body Corporate. The Body Corporate may request certificates, plans or other information from an engineer or other qualified person prior to considering any request for structural alteration.

17. WINDOWS AND GLASS

Windows shall be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

18. WATER WASTAGE

An Owner or Occupier shall ensure that all water taps in his Lot are properly turned off after use.

19. WATER APPARATUS

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by his own actions or those of members of his household or his servants or agents or guests.

20. REPAIRS

All repairs to Lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the Lots.

21. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot the Owner of such Lot shall give, or cause to be given, written 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 Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22. NOTICE OF ACCIDENT TO BE GIVEN

An Owner or Occupier shall give the Committee prompt notice of any accident to or default in the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or

make such repairs or renovations as they may deem necessary for the safety and preservation of the said Building as often as may be necessary.

23. KEEPING LOTS CLEAN

All Lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

24. CURTAINS / SHUTTERS

An Owner shall not hang curtains or other window coverings (together called Coverings) visible from outside the Lot unless they have a white backing, or are such colour and design, as shall be approved by the Committee. An Owner or Occupier shall not install, renovate and/or replace Coverings without having the colour and design of same approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that Coverings used in all Lots presents a uniform appearance when viewed from outside the Scheme.

25. CONSTRUCTION / SALE OF LOTS

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those 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.

26. ILLEGAL USE OF LOTS PROHIBITED

An Owner or Occupier of a Lot shall not use his Lot for any purpose which may be illegal or injurious to the reputation of the Scheme. An Owner or Occupier of a Lot must, at the cost of the Owner or Occupier, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any relevant authority.

27. INSTRUCTIONS TO CONTRACTORS

No Owner or Occupier of a Lot will give any instructions to body corporate contractors. All requests are to be submitted in writing to the Caretaker or Secretary of the Body Corporate.

28. 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).

29. COMMITTEE TO BE PERMITTED TO ENTER

Upon one (1) days notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the said Owner or his tenants, guests, servants or agents). If not so permitted they may effect any entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.

30. COMMITTEE MAY EMPLOY

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities duties and functions of the Body Corporate.

31. RECOVERY BY BODY CORPORATE

Where the Body Corporate expends money or pays any fines (including false alarm fees) (Recovery Amount) to make good damage caused by a breach of the Act or of these By-laws by any Owner or Occupier or the tenants, guests, servants, employees, agents, children invitees or licensees of the Owner or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot. Any such Recovery Amount shall be an amount payable to the Body Corporate in respect of the Lot for the purpose of section 97(3) of the Body Corporate and Community Management (Accommodation Module) Regulation 1997.

32. RECOVERY OF LEGAL COSTS

- (a) An Owner shall pay on demand the whole of the Body Corporate's cost and expenses (including Solicitor and own client costs and any goods and services tax related to the costs and expenses) (Amount) in connection with:
 - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws;
 - (ii) all legal or other proceedings concluding in favour of the Body Corporate taken by or against an Owner or the lessee or Occupier of a Lot.
- (b) The Amount shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If an Owner fails to pay any such costs upon demand, the Body Corporate may:
 - (i) take action for the recovery of those costs in a Court of competent jurisdiction; and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) The Amount shall be an amount payable to the Body Corporate in respect of the Lot for the purpose of s97(3) of the Body Corporate and Community Management (Accommodation Module) Regulation 1997.
- (e) In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

33. SECURITY OF LOTS

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

34. SECURITY

- (a) All security equipment (including video surveillance cameras and cabling) installed on Common Property and used in connection with the provision of security for the Scheme, shall be and remain the property of the Body Corporate.
- (b) The Caretaker shall operate and monitor the video surveillance system (if any), and for that purpose the Caretaker shall have the special right to use such parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- (c) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme Land to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot then the Owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one days notice except in the case where the circumstances require immediate entry, when no notice is required) and attend to the maintenance, repair and replacement of the security equipment.

35. RESTRICTED ACCESS AREA

- (a) Any areas of the Common Property used for:
 - (i) electrical substations, switchrooms, or control panels; and
 - (ii) fire service control panels; and
 - (iii) telephone exchanges; and
 - (iv) other services to the Lots and Common Property (or either of them),may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.
- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

36. SECURITY KEYS

- (a) If the Committee in the exercise of any of its powers under these By-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charges and thereafter may at its discretion make additional numbers available to Owners upon payment of such reasonable charge as may be determined from time to time by the Committee.
- (b) An Owner of a Lot to whom any key or operating system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Occupier) to ensure return thereof to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier;
- (c) An Owner of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced. Any costs regarding the replacement or supply of additional keys shall be borne by that Owner or Occupier.

37. BULK SUPPLY OF ELECTRICITY OR OTHER UTILITY SERVICES

- (a) The Body Corporate may supply electricity or other utility services for the benefit of Owners and Occupiers and in such case this By-law will apply.

- (b) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (c) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (d) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (e) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other service will be the total of:
 - (i) the price paid by the Body Corporate for the electricity or the other service; and
 - (ii) any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of the electricity or other service.
- (g) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (h) In respect of an account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier became the Occupier of that Lot.
- (i) In the event that a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/ or
 - (ii) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of the reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- (l) In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

38. TENANTS TO HAVE NOTICE OF BY-LAWS

A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

39. OBSERVANCE OF BY-LAWS

The duties and obligations imposed by these By-laws on an Owner of a Lot shall be observed not only by the Owner but by the Owner's tenants (or Occupiers of the Owner's Lot) guests, servants, employees, agents, children, invitees and licensees.

40. NOTICES

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

41. PABX CABLING

Should the caretaker provide a PABX system for the Scheme then, Insofar as may be reasonably necessary to facilitate operation of the system, the Caretaker shall be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in a manner satisfactory to the Committee.

42. HARD FLOORING

- (a) An Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Works) unless the Occupier has first obtained the written approval of the Committee.
- (b) Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:
 - (i) The Weighted Standardised Impact Sound Pressure Level (Lntw) of the Works when completed must not be more than 50.
 - (ii) Following the installation of the Works, the Occupier must at its cost have the Lntw determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
 - (iii) Where the Lntw of the completed Works is more than the level detailed in paragraph (b)(i), the Occupier must within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph (b)(ii) must again be complied with by the Occupier.
 - (iv) Where the Works are installed and the Lntw complies with the requirements of paragraph (b)(i) and any other conditions imposed by the Committee, the Body Corporate or its representative must notify the Body Corporate's insurers of the installation of the Works and the Occupier will be liable for any increase in premium as a result of the installation of the Works.
- (c) An Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another Lot.
- (d) The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Occupier of his or her responsibility under any other By-laws.
- (e) If an Occupier fails to comply with the terms of this By-law, then an Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.

43. FIRE CONTROL

- (a) An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of any emergency, and must not obstruct any fire stairs or fire escape.
- (b) The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Scheme or the Lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;
 - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

44. 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 including Recreation Areas and other facilities, 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.

45. ACCESS TO METERS

If a Lot contains a meter and/or switchboard, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

46. VEHICLES

- (a) 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 the designated Visitor Parking Area, which must remain available at all times for the sole use of Visitor's vehicles.
- (b) 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.
- (c) An approval given under this By-law must state the period for which it is given and any conditions placed upon the approval.
- (d) The Body Corporate may cancel any approval by giving 24 hours' written notice to the Occupier or Owner.

47. EXCLUSIVE USE AREA – CAR PARK

- (a) The Occupiers of Lots mentioned in Schedule E under the heading By-law 47- Car Park are entitled to the exclusive use of that part of the Common Property (Car Space) which is Identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of Car Spaces to the 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 47- Car Park and this By-law will attach to the relevant Lots identified in Schedule E.
- (c) The following conditions apply to the exclusive use granted under this By-law.
 - (i) the Car Space must only be used for the purpose referred to in Schedule E;
 - (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Car Space clean and tidy. Where any repairs or cleaning are required to the Car Space due to its use by the Owner or Occupier or persons authorised by them (for example, oil stains), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations and By-law 47(c)(iii), the Body Corporate must carry out its duties in relation to the Car Space;
 - (iii) an Approved Storage Device may be installed by the Occupier or Owner in the relevant Car Space but only in accordance with the rules specified by the Committee and any applicable law only if approved in writing by the Body Corporate. Any items stored in the Car Space must be stored in an Approved Storage Device. The Owner is solely liable for all costs related to the Approved Storage Device;
 - (iv) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.

- (d) An Occupier of a Lot must not park any motor vehicle, motor bike or similar thing upon the Common Property unless the exclusive use of that part of the Common Property has been allocated to that Lot for that purpose.
- (e) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 47, then the Body Corporate, and persons authorised by it, may enter upon the Car Space for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.
- (f) It is acknowledged that that areas the subject of exclusive use under this By-law are part of the Principal Scheme Common Property, the exclusive use of which has been granted to the Body Corporate.

48. EXCLUSIVE USE AREA – COURTYARD/PLANTER AREA

- (a) The Occupiers of Lots mentioned in Schedule E under the heading By-law 48 - Courtyard/Planter Area are entitled to the exclusive use of that part of the Common Property (Courtyard/Planter Area) which is Identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of that part of the Common Property to the 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 48 - Courtyard/Planter Area and this By-law will attach to the relevant Lots.
- (c) The following conditions apply to such use:
 - (i) the Courtyard/Planter Area must only be used for the purpose referred to in Schedule E;
 - (ii) the Courtyard/Planter Area, and the things in it, must be kept clean and tidy and free of rubbish and vermin or any other infestation. In particular any plants in the planter boxes must be regularly fertilised, watered and tended;
 - (iii) the Owner and Occupier are jointly and severally liable to keep the relevant Courtyard/Planter Area clean and tidy and pay for any maintenance operating costs in respect of or related to it (for example, any planter box retaining wall or any door or gate to the Courtyard/Planter Area). Where any repairs are required to the Courtyard/Planter Area due to its use by the Owner or Occupier (or persons authorised by them), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations, the Body Corporate must carry out its duties in relation to the Courtyard/Planter Area;
 - (iv) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Courtyard/Planter Area for any proper purpose;
 - (v) in respect of any plants or similar landscape items (together called Plants) in the Courtyard/Planter Area, they must be kept and maintained in their original condition (or as close as reasonably possible to that condition). Where any Plants need to be replaced, they must be replaced with, so far as reasonably practicable, the same type of Plant.
- (d) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 48 then the Body Corporate, and persons authorised by it, may enter upon the Courtyard/Planter Area for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.
- (e) It is acknowledged that that areas the subject of exclusive use under this By-law are part of the Principal Scheme Common Property, the exclusive use of which has been granted to the Body Corporate.

49. EXCLUSIVE USE AREA – PRIVATE ACCESS

- (a) The Occupiers of Lots mentioned in Schedule E under the heading 'By-law 49 - Private Access' are entitled to the exclusive use of that part of the Common Property (**Private Access**) which is identified in Schedule E.
- (b) The following conditions apply to such use:

- (i) the Private Access must only be used for the purpose referred to in Schedule E;
 - (ii) the Benefited Owners are liable to:
 - (1) keep the Private Access clean and tidy, in good repair and condition and properly maintained;
 - (2) perform all the duties of the Body Corporate in respect of the Private Access including ensuring that the Private Access are maintained to a standard commensurate to the standard of other facilities on the Common Property;
 - (iii) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Private Access for any proper purpose;
 - (iv) the Benefited Owners must contribute to any costs and expenses associated with the Private Access incurred by the Body Corporate within 30 days of written demand from the Body Corporate. Such costs will be apportioned between the Benefited Owners based on the contribution Lot entitlement of the Benefited Lots they own as a proportion of the total contribution Lot entitlement of all the Benefited Lots;
- (c) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 49 then the Body Corporate, and persons authorised by it, may enter upon the Private Access for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.
- (d) In this By-law:
- (i) **Benefited Owners** means the Owners of the Lots to which this By-law 49 attaches;
 - (ii) **Benefited Lots** means the Lots to which this By-law 49 applies.

50. ACCESS OVER LOTS

- (a) The Committee may authorise a person to enter a Lot and remain on that Lot for the purpose of Maintaining anything which can only be reasonably accessed from that Lot. For example, if the windows forming part of the Common Property can only be accessed from a Lot, this By-law allows such access over that Lot.
- (b) The rights under By-law 50(a) (including the frequency of the exercise of them) must be exercised reasonably.
- (c) The Committee must provide a minimum of 7 days notice in writing to the Owner of a Lot in respect of which the rights under By-law 50(a) are to be exercised (except in an emergency).
- (d) In this By-law, **Maintaining** includes maintaining, cleaning, repairing, replacing, renewing and doing any similar things.

51. MARKETING/DISPLAY UNIT

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):

- (a) can use any Lot in the Scheme as a display unit for the purpose of selling and marketing other Lots in the Scheme.
- (b) can use reasonable methods in selling and marketing Lots in the Scheme, including, without limitation:
 - (i) erecting and maintaining signs on the Scheme Land;
 - (ii) the use of Common Property;

- (iii) allowing people to pass over the Common Property to and from any Lot in the Scheme without restriction. For that purpose any security system which restricts such movement must be adjusted or deactivated, as appropriate during marketing/display unit hours.

52. SPECIAL RIGHTS – BUILDING LEVELS

- (a) Occupiers and Owners of Lots on each level of the Building will have the special right over that part of Common Property consisting of the foyers on their respective levels (*Special Areas*) so that a security and access control system can ensure that only Authorised Persons may access that level.
- (b) Authorised Persons are those who are:
 - (i) Occupiers of a Lot on the relevant level;
 - (ii) invited by an Occupier or Owner of a Lot on the relevant level to visit them;
 - (iii) persons maintaining Common Property,
 - (iv) the Caretaker; and
 - (v) such other persons as the Committee decides, acting reasonably.
- (c) The Body Corporate must carry out its duties (including maintenance and operating duties) in respect of the Special Areas. If there is any doubt about the location or extent of the Special Areas, the determination of the Chairman of the Body Corporate (or his nominee) (acting reasonably) will be final.

53. PRINCIPAL SCHEME BY-LAWS PARAMOUNT

Where there are any By-laws applying to the Principal Scheme (*Principal Scheme By-Laws*) which are intended to apply to this Scheme, if the Principal Scheme By-laws are inconsistent with any By-laws in this document, the Principal Scheme By-laws are paramount to the extent of the inconsistency.

54. 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 condition units and mechanical plants/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).

55. REFUSE COLLECTION INDEMNITY

- (a) The Owners and Occupiers acknowledge that the development approval issued by the Brisbane City Council (SCC) 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.

56. 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(b) and 4(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(a) shall be undertaken within one year after the practical completion of Building 4.*
- (c) *After the inspection under clause 4(b), subsequent inspections under clause 4(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(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(b) and 4(c).*
- (g) *The Principal Body Corporate shall provide a copy of the joint report referred to in clauses 4(e) and 4(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(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) Small leafed Fig (*Ficus obliqua*) 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(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(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.*
- (c) Any capitalised words in By-law 56(b) have the meaning given to them in the Yungaba Heritage Agreement.
- (d) 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.

57. 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;
- (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.

58. 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.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. Heritage Requirements

- (a) This Schedule D has been included in accordance with a requirement of the Yungaba Heritage Agreement (which agreement has the meaning given to it in Schedule C). Any capitalised words in this Schedule 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:*
- (iii) *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*
- (iv) *Small leaved Fig (Ficus obliqua) 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(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(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.*

Lots on Plan or CP	Statutory Easement	Service Location Diagrams
Common Property	utility services, utility infrastructure, support, shelter, projections and maintenance.	N/A
All lots in the scheme as shown in Schedule A	utility services, utility infrastructure, support, shelter, projections and maintenance.	N/A

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY		
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Lot on Plan	Area	Purpose
Lot 2001 on SP 201638	Areas E2001A and E2001B on plan marked B	Car parking and storage
Lot 2002 on SP 201638	Areas E2002A and E2002B on plan marked B	Car parking and storage
Lot 2101 on SP 201638	Area E2101 on plan marked A	Car parking and storage
Lot 2102 on SP 201638	Area E2102 on plan marked A	Car parking and storage
Lot 2103 on SP 201638	Area E2103 on plan marked A	Car parking and storage
Lot 2104 on SP 201638	Area E2104 on plan marked A	Car parking and storage
Lot 2105 on SP 201638	Area E2105 on plan marked B	Car parking and storage
Lot 2106 on SP 201638	Area E2106 on plan marked B	Car parking and storage
Lot 2107 on SP 201638	Area E2107A on plan marked A	Car parking and storage
Lot 2108 on SP 201638	Area E2108A on plan marked B	Car parking and storage
Lot 2109 on SP 201638	Area E2109 on plan marked A	Car parking and storage
Lot 2110 on SP 201638	Area E2110 on plan marked A	Car parking and storage
Lot 2111 on SP 201638	Area E2111 on plan marked B	Car parking and storage
Lot 2112 on SP 201638	Area E2112 on plan marked A	Car parking and storage
Lot 2201 on SP 201638	Area E2201 on plan marked A	Car parking and storage
Lot 2202 on SP 201638	Area E2202 on plan marked A	Car parking and storage
Lot 2203 on SP 201638	Area E2203 on plan marked A	Car parking and storage
Lot 2204 on SP 201638	Area E2204 on plan marked A	Car parking and storage
Lot 2205 on SP 201638	Area E2205 on plan marked A	Car parking and storage
Lot 2206 on SP 201638	Area E2206 on plan marked A	Car parking and storage
Lot 2207 on SP 201638	Area E2207 on plan marked A	Car parking and storage
Lot 2208 on SP 201638	Area E2208 on plan marked A	Car parking and storage
Lot 2209 on SP 201638	Area E2209 on plan marked A	Car parking and storage
Lot 2210 on SP 201638	Area E2210 on plan marked A	Car parking and storage
Lot 2211 on SP 201638	Area E2211 on plan marked A	Car parking and storage
Lot 2212 on SP 201638	Area E2212 on plan marked A	Car parking and storage
Lot 2301 on SP 201638	Area E2301 on plan marked A	Car parking and storage
Lot 2302 on SP 201638	Area E2302 on plan marked A	Car parking and storage
Lot 2303 on SP 201638	Area E2303 on plan marked A	Car parking and storage
Lot 2304 on SP 201638	Area E2304 on plan marked A	Car parking and storage
Lot 2305 on SP 201638	Area E2305 on plan marked A	Car parking and storage
Lot 2306 on SP 201638	Area E2306 on plan marked A	Car parking and storage
Lot 2307 on SP 201638	Area E2307 on plan marked A	Car parking and storage
Lot 2308 on SP 201638	Area E2308 on plan marked A	Car parking and storage
Lot 2309 on SP 201638	Area E2309 on plan marked A	Car parking and storage
Lot 2310 on SP 201638	Area E2310 on plan marked A	Car parking and storage
Lot 2311 on SP 201638	Area E2311 on plan marked A	Car parking and storage
Lot 2312 on SP 201638	Area E2312 on plan marked A	Car parking and storage
Lot 2401 on SP 201638	Area E2401 on plan marked A	Car parking and storage
Lot 2402 on SP 201638	Area E2402 on plan marked A	Car parking and storage
Lot 2403 on SP 201638	Area E2403 on plan marked A	Car parking and storage
Lot 2404 on SP 201638	Area E2404 on plan marked A	Car parking and storage
Lot 2405 on SP 201638	Area E2405 on plan marked A	Car parking and storage
Lot 2406 on SP 201638	Area E2406 on plan marked A	Car parking and storage

Lot 2407 on SP 201638	Area E2407 on plan marked A	Car parking and storage
Lot 2408 on SP 201638	Area E2408 on plan marked A	Car parking and storage
Lot 2409 on SP 201638	Area E2409 on plan marked A	Car parking and storage
Lot 2410 on SP 201638	Area E2410 on plan marked A	Car parking and storage
Lot 2411 on SP 201638	Area E2411 on plan marked A	Car parking and storage
Lot 2412 on SP 201638	Area E2412 on plan marked A	Car parking and storage
Lot 2501 on SP 201638	Area E2501 on plan marked A	Car parking and storage
Lot 2502 on SP 201638	Area E2502 on plan marked A	Car parking and storage
Lot 2503 on SP 201638	Areas E2503A and E2503B on plan marked B	Car parking and storage
Lot 2504 on SP 201638	Areas E2504A and E2504B on plan marked B	Car parking and storage
Lot 2505 on SP 201638	Area E2505 on plan marked A	Car parking and storage
Lot 2506 on SP 201638	Areas E2506A and E2506B on plan marked B	Car parking and storage
Lot 2507 on SP 201638	Area E2507 on plan marked A	Car parking and storage
Lot 2508 on SP 201638	Area E2508 on plan marked A	Car parking and storage
Lot 2509 on SP 201638	Area E2509 on plan marked A	Car parking and storage
Lot 2510 on SP 201638	Area E2510 on plan marked A	Car parking and storage
Lot 2511 on SP 201638	Area E2511 on plan marked A	Car parking and storage
Lot 2512 on SP 201638	Area E2512 on plan marked A	Car parking and storage
Lot 2601 on SP 201638	Area E2601 on plan marked A	Car parking and storage
Lot 2602 on SP 201638	Area E2602 on plan marked A	Car parking and storage
Lot 2603 on SP 201638	Area E2603 on plan marked A	Car parking and storage
Lot 2604 on SP 201638	Area E2604 on plan marked A	Car parking and storage
Lot 2605 on SP 201638	Area E2605 on plan marked A	Car parking and storage
Lot 2606 on SP 201638	Area E2606 on plan marked A	Car parking and storage
By-law 48 – Courtyard/Planter Area		
Lot 2001 on SP 201638	Area E2001C on plan marked D Area E2001D on plan marked E	Courtyard Planter
Lot 2002 on SP 201638	Area E2002C on plan marked D	Courtyard
Lot 2107 on SP 201638	Area E2107B on plan marked C	Steps/Path
Lot 2108 on SP 201638	Area E2108B on plan marked C	Steps/Path
Lot 2109 on SP 201638	Area E2109B on plan marked C	Steps/Path
By-law 49 – Private Access		
Lot 2503 on SP 201638 Lot 2504 on SP 201638	Area PA on plan marked F	Private Access

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

SCHEDULE E
QUEENSLAND LAND REGISTRY

PLAN B
EXCLUSIVE USE
"YUNGABA PROMONTORY" CTS

BENNETT+BENNETT
Property Consultants, Surveyors & Town Planners
All mail to: PO Box 5021, GCRC, CAE, 8726
mq@bennettbennett.com.au

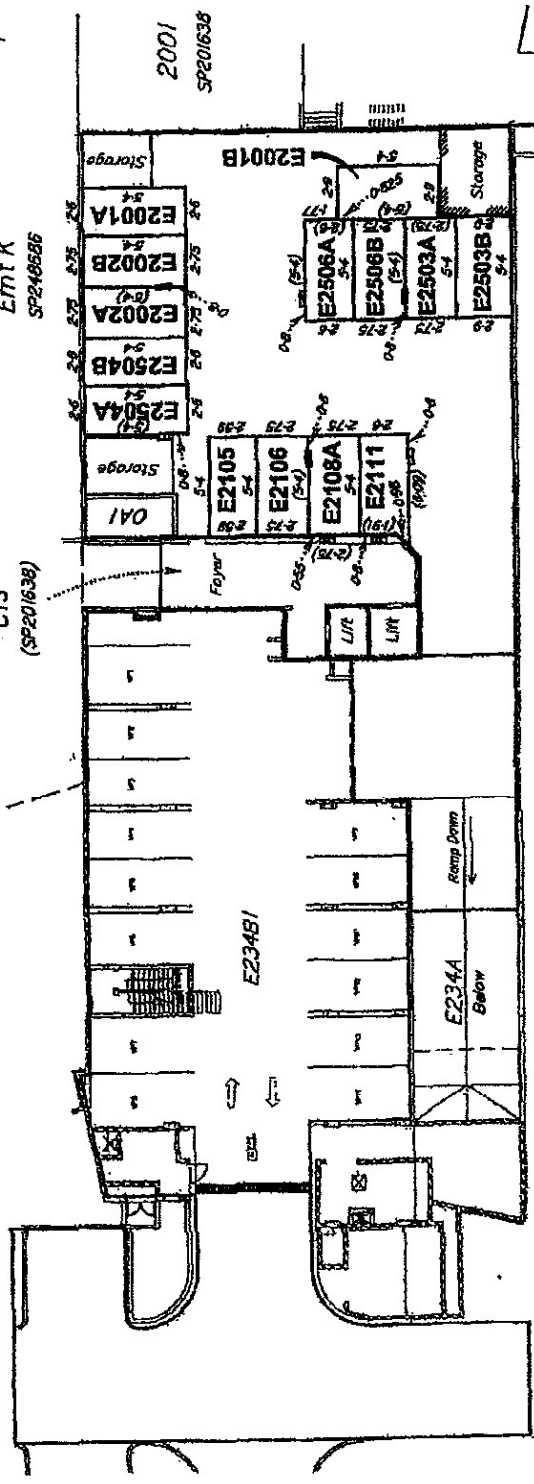
GOLD COAST OFFICE
11 Lorne Place
Gold Coast QLD 4217
P (07) 5591 1975

BENNETT+BENNETT OFFICES
100 South Street, Suite 11
Brisbane QLD 4000
P (07) 3261 7200

COMMERCIAL OFFICE
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P (07) 5591 1975

RESIDENTIAL OFFICE
100 South Street, Suite 11
Brisbane QLD 4000
P (07) 3261 7200

RESIDENTIAL COURTESY OFFICE
Suite 1.4, 200 Innovation Parkway
Mudgeerook QLD 4217
P (07) 5591 1975



- NOTES:**
1. Drawn to Scale on A3 sheet
 2. Community Title Scheme - "YUNGABA PROMONTORY" CTS
 3. Title Reference: ...
 4. Excluding use boundaries that refer to structural features are shown: ...
- Derives boundary through outline of column
 - Derives Boundary along face of column
 - Derives boundary along face of wall

TITLE
Plan of Exclusive Use Areas
E2001A, E2001B, E2002A, E2002B,
E2105, E2106, E2108A, E2111,
E2503A, E2503B, E2504A, E2504B,
E2506A & E2506B in part of the
Principal Common Property
(Ground Level) Area E2B allocated to
"Yungaba Promontory" CTS

CLIENT
AUSTRALAND

Drawn
DA

Surveyd
DA

Approved
Job Ref. 03039

Libbook
Comp File

Date
8/3/2012

SCALE
E:250

PLAN No.
139

Rev.
Rev.

Unit/Block	Area	Unit/Block	Area
E2001A	14m ²	E2111	14m ²
E2001B	15m ²	E2503A	15m ²
E2002A	15m ²	E2503B	15m ²
E2002B	15m ²	E2504A	15m ²
E2105	14m ²	E2504B	14m ²
E2106	15m ²	E2506A	15m ²
E2108A	15m ²	E2506B	15m ²

B.B.H. PTY. LTD.
The COMMON SEAL of
of

151 (MCH 08/07/07),
The Public Works Act
1912 (MCH 08/07/07),
The Public Works Act
1912 (MCH 08/07/07)

Date: 4.5.2012

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

QUEENSLAND LAND REGISTRY

SCHEDULE E

PLAN C
EXCLUSIVE USE PLAN
"YUNGABA PROMONTORY" CTS

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Property Consultants, Surveyors & Town Planners
All mail to: PO Box 5823, SMC, QLD 4726
www.bennettbennett.com.au
Bd Pty, Ltd, A/CN, 010 427 381

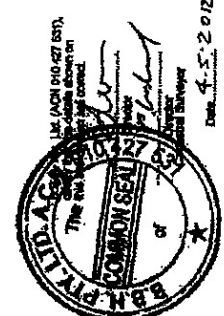
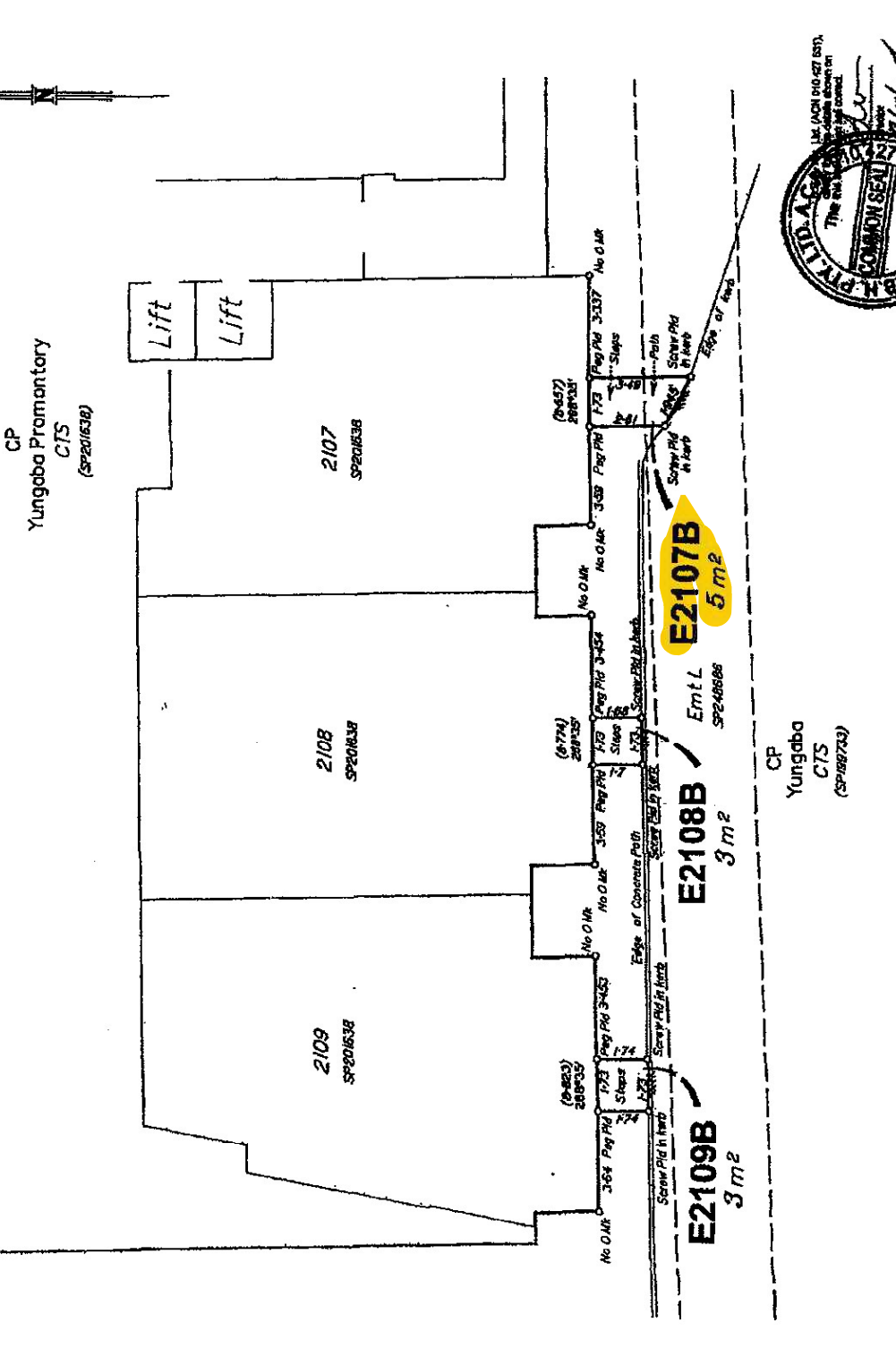
COLUMBA OFFICE
45 Upper Brook,
Brisbane, QLD
Ph: (07) 4891 8177
Fax: (07) 4894 8222

SPRINGMOUNT OFFICE
Suite 5,
179 Holme Avenue Road,
Kahla Grove, QLD
Ph: (07) 5538 7229
Fax: (07) 5537 7377

PRINCE OF WELLS OFFICE
5-11 Downey Street,
North Brisbane, QLD
Ph: (07) 5538 1976
Fax: (07) 5537 7377

Rev	Date

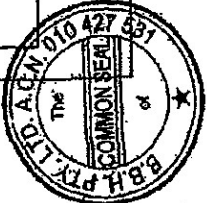
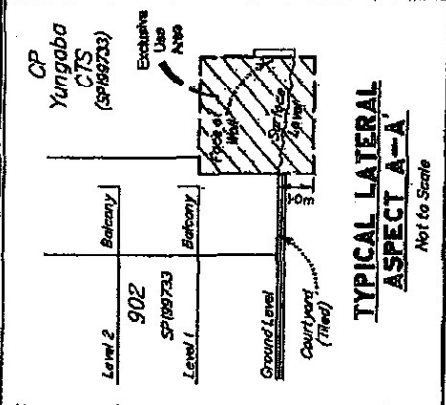
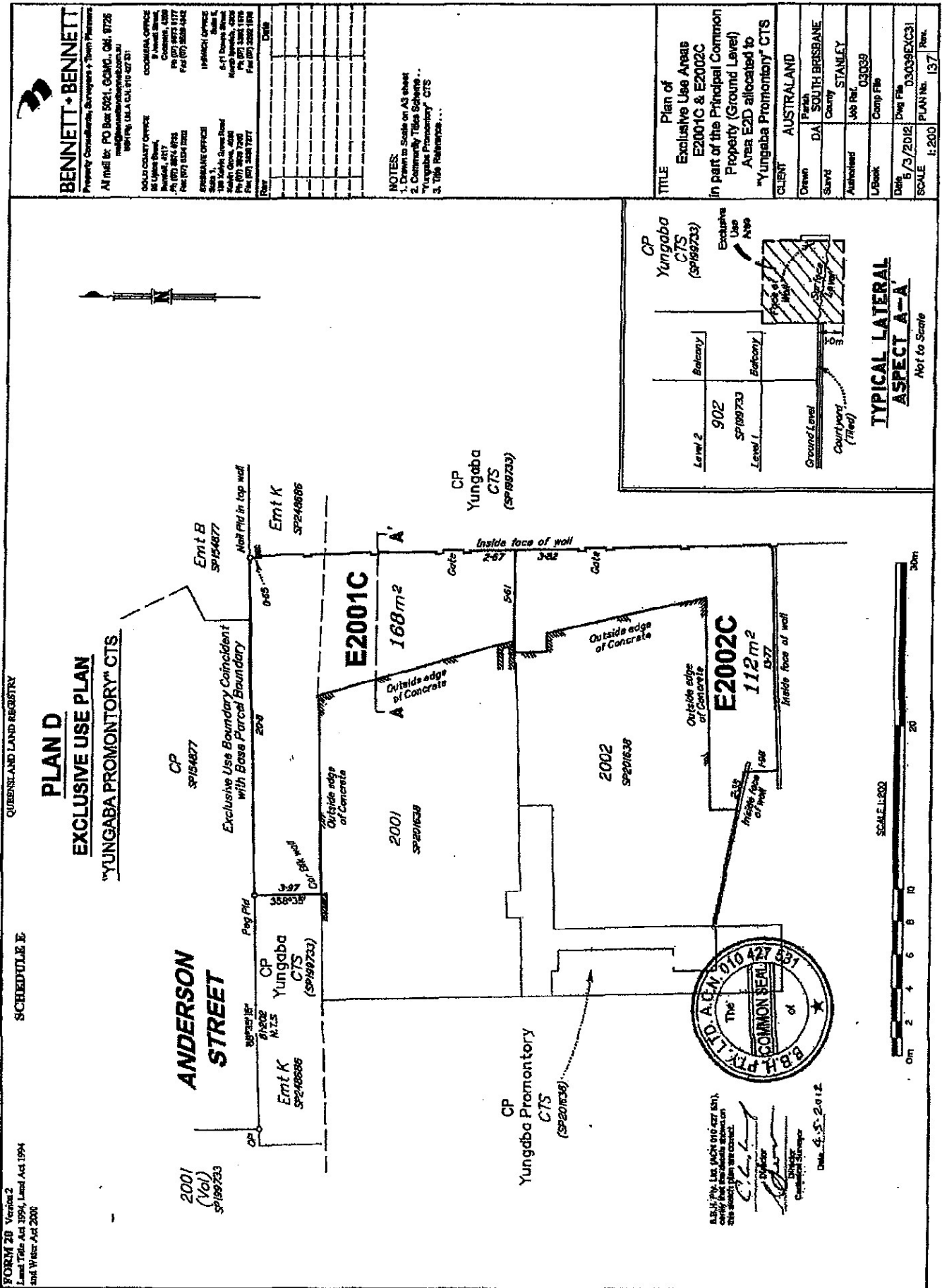
- NOTES:**
1. Drawn in Scale on AS sheet
2. Commonly Titles Scheme
3. "YUNGABA PROMONTORY" CTS
4. Title Reference
5. Exclusive Use Areas are delineated by lapses and path.



TITLE Plan of
Exclusive Use Areas
E2107B, E2108B & E2109B
in part of the Principal Common
Property (Level 1) Areas E2106B,
E2108B, E2107B allocated to
"Yungaba Promontory" CTS

CLIENT AUSTRALAND
Drawn DA SOUTH BRISBANE
Surveyd County STANLEY
Authenticated Job Ref. 03039
Checked Camp File

Date 6/3/2012 Drawn By 03038EXC29
SCALE 1:150 PLAN No. 135



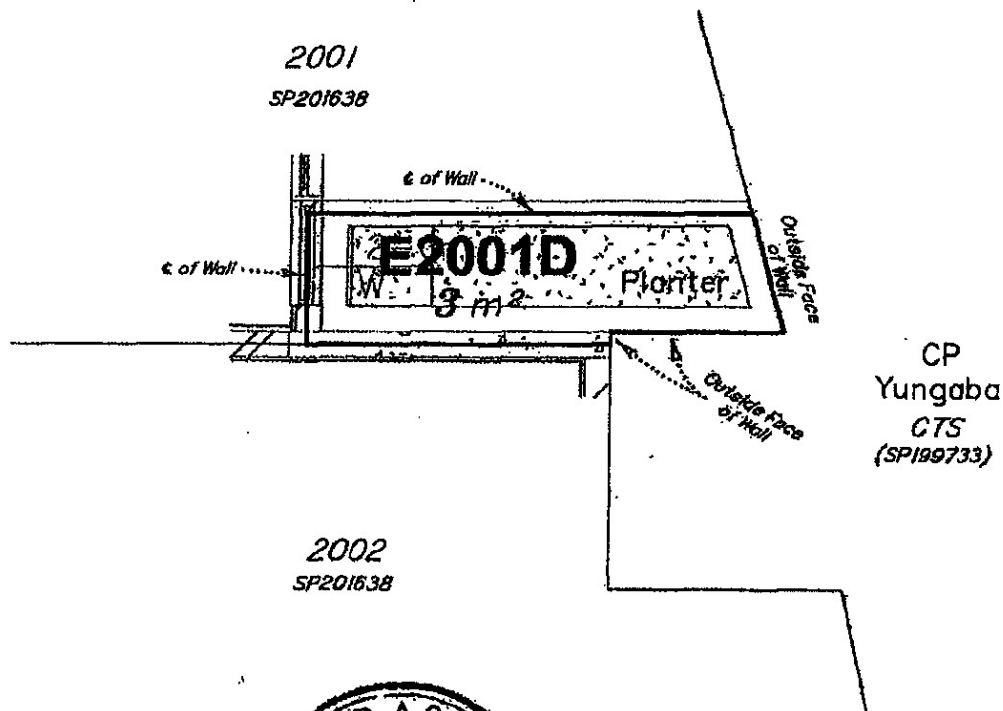
A.S.N. Pty. Ltd. (ACN 010 427 531) certify that the details shown on this subject plan are correct.
C. J. J.
Director
Candido's Structures
Date: 4.5.2012



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

QUEENSLAND LAND REGISTRY

SCHEDULE E
PLAN E
EXCLUSIVE USE
"YUNGABA PROMONTORY" CTS



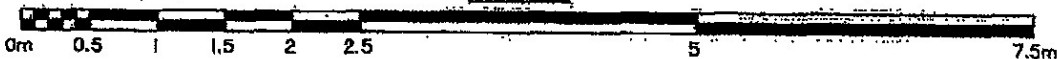
B.B.H. Pty. Ltd. (ACN 010 427 531),
certify that the details shown on
this sketch plan are correct.

[Signature]
Director
[Signature]
Director
Cadastral Surveyor



Date 4.5.2012

SCALE 1:50



NOTES

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme ... "Yungaba Promontory" CTS
3. Title Reference ...

TITLE

Plan of
Exclusive Use Area E2001D
in part of the Common Property (Ground Level)
of "Yungaba Promontory" CTS

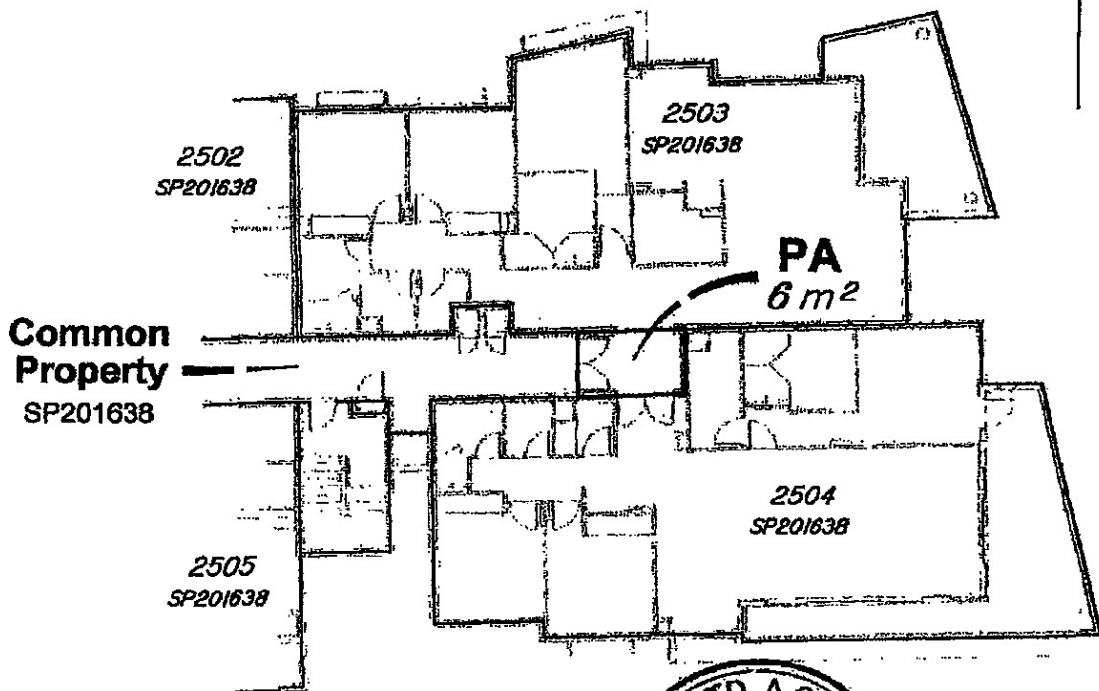
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mail@bennettbennett.com.au

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Drawn DJ	Surv'd	Auth.	CLIENT AUSTRALAND
Parish South Brisbane		L/Book	Comp File
County Stanley		Date 12/03/2012	Dwg File 03039EXC34
Job Ref. 03039		SCALE 1:50	PLAN No. 140 Rev.

PLAN F
EXCLUSIVE USE PLAN
"YUNGABA PROMONTORY" CTS



NOTE: Private Access Area is defined by the centreline of walls.

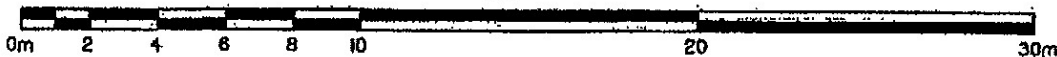


B.B.H. Pty. Ltd. (ACN 010 427 531),
 certify that the details shown on
 this sketch are correct.

[Signature]
 Director
[Signature]
 Director
 Cadastral Surveyor

Date: 4.5.2012

SCALE 1:200



NOTES

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme . . . "YUNGABA PROMONTORY" CTS
3. Title Reference . . .
4. Rev. A - Updated title of plan

TITLE

Plan of Exclusive Use Area PA
 in part of the Common Property
 of "Yungaba Promontory" CTS

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Drawn DJ	Surv'd	Auth.	CLIENT AUSTRALAND
Parish SOUTH BRISBANE	L/Book	Comp File	
County STANLEY	Date 30/03/2012	Dwg File 03039MIS24_A	
Job Ref. 03039	SCALE 1:200	PLAN No. 141	Rev. A