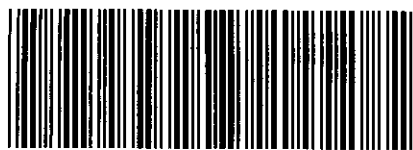


Dealing Number

Duty Imprint

**717741683**\$175.00
22/12/2016 15:44**BE 460****1. Nature of request**Request to record first community management statement
The Residences at Yungaba CTS**Lodger (Name, address & phone number)**McCullough Robertson
Lawyers
66 Eagle Street Brisbane 4000
Tel: 07 3233 8888
Ref: ABM:146153-00056**Lodger Code**

026A

2. Lot on Plan Description

Lot 906 on SP 199733

Title Reference

50879038

3. Registered Proprietor/State Lessee

PDI (Qld) Pty Ltd (ABN 19 010 726 600)

4. Interest

Not applicable

5. Applicant

PDI (Qld) Pty Ltd (ABN 19 010 726 600)

6. Request

I hereby request that:

the first community management statement deposited herein be recorded as the community management statement for The Residences at Yungaba CTS and that the address for service of the body corporate be recorded as C/- Ernst Body Corporate Management Pty Ltd (ACN 010 209 784), of 895 Ann Street, Fortitude Valley, Queensland

7. Execution by applicant**Execution Date**

22/12/2016

Applicant's or Solicitor's Signature.....
Andrew Arthur Bruce Muir, Solicitor
Solicitor

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

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

THIS STATEMENT MUST BE LODGED TOGETHER WITH A

This statement incorporates and must include the following:

49549

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme The Residences at Yungaba CTS	2. Regulation module Standard Module
---	---

3. Name of body corporate Body Corporate for The Residences at Yungaba CTS

4. Scheme land Description of Lot Common Property of The Residences at Yungaba CTS Lots 1 to 10 on SP 201639	Title Reference To Issue from 50879038
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5. Name and address of original owner # PDI (Qld) Pty Ltd (ABN 19 010 726 600) c/- McCullough Robertson, Level 11, 66 Eagle Street, Brisbane Queensland 4000	6. Reference to plan lodged with this statement SP 201639
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first community management statement only

7. Local government community management statement notation

J Heading signed

JAMES HEADING - PRINCIPAL URBAN PLANNER name and designation

Brisbane City Council.....name of Local Government

8. Execution by original owner/Consent of body corporate

Witnessing Officer

Execution Date

Execution

[Signature] signature

24/11/2016

[Signature]

PDI (Qld) Pty Ltd (ABN 19 010 726 600)
by its attorney Ryan McDade
under power of attorney No.717375750,
the attorney certifying that he has no
notice of the revocation of that power of
attorney)

Sue-Marie Rose Ivan-Fish full name

C.Dec 97722 qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

Privacy Statement

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Lot Entitlement	Interest Lot Entitlement
Lot 1 on SP 201639	1004	2368
Lot 2 on SP 201639	1110	2946
Lot 3 on SP 201639	880	2022
Lot 4 on SP 201639	1023	2715
Lot 5 on SP 201639	976	2830
Lot 6 on SP 201639	995	3292
Lot 7 on SP 201639	880	2022
Lot 8 on SP 201639	1023	2715
Lot 9 on SP 201639	1004	2368
Lot 10 on SP 201639	1110	2946
TOTAL	10,005	26,224

Deciding principal

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

1. The CSLE are not equal. As required by s48 of the BCCM Act, the CSLE for the scheme have been allocated having regard to:
 - (a) The structure of the scheme;
 - (b) The nature, features and characteristics of the lots in the scheme; and
 - (c) The purpose for which the lots are used.
2. On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain body corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the body corporate for repair and maintenance of the Common Property.
3. When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:
 - (a) **Structure of the Scheme**

The Scheme is a subsidiary scheme within a layered scheme arrangement. Some of the common facilities are part of the principal scheme. This scheme is liable to contribute to the maintenance of the common property of the principal scheme in accordance with the contribution schedule in the principal scheme's CMS. In allocating the contribution schedule lot entitlements for the lots in the subsidiary bodies corporate the original owner determined that no adjustment should be made to the lot entitlements on account of the costs payable to the Principal Body Corporate. That is, all lots should contribute equally to these costs.
 - (b) **Nature, Feature and Characteristics of the Lots in the Scheme**

The lots in the scheme are building format lots and the body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the foyers, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (i) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls.
 - (ii) Area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on support and shelter costs.
 - (iii) Not all lots are expected to have the same number of occupants. Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.
 - (iv) Not all lots enjoy the visual amenity of features within the common property and additional entitlements are added depending on the visual amenity enjoyed by the lot.
- (c) **The Purpose for which the Lots are Used**

Each of the lots in the scheme are used for residential purposes (except any lot set aside for any on site caretaker and letting agent) and consequently this factor does not contribute to any differences in the lot entitlements.

Principles for deciding the interest schedule lot entitlements for a lot

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. In accordance with the layered arrangements identified in Yungaba CTS 43398.

SCHEDULE C BY-LAWS

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 and drawings approved as part of the Development Approval.
- Assessment Manager** has the same meaning as in the *Sustainable Planning Act 2009* (Qld).
- 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.

Heritage Requirements means the requirements under:

- (a) the Yungaba Heritage Agreement (including the Conservation Management Plan);
- (b) the Development Approval;
- (c) the *Queensland Heritage Act 1992* (Qld) and the *Sustainable Planning Act 2009* (Qld); and
- (d) any consent or approval obtained in relation to any of the above,

and includes, where required, the requirement to obtain any necessary consent or approval from any person or relevant authority in relation to the Heritage Requirements and the requirement to comply with the terms and conditions of any such approval or consent granted.

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 (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.

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

Person includes a company.

Principal Body Corporate means Body Corporate for Yungaba CTS 43398.

Principal Committee means the committee for the Principal Scheme.

Principal Scheme means the Yungaba CTS 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 The Residences at Yungaba CTS .

Scheme Land means all the land contained in the Scheme.

Secretary means the Secretary of the Body Corporate.

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 (ABN 19 010 726 600). 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 relevant Assessment Manager, 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); and
 - (iv) any lawful purpose.

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 *Environmental Protection Act 1994*.
- (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 and subject to the Yungaba Heritage Agreement and the Heritage Requirements, 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 part of the Common Property except:

- (a) with the prior consent in writing of the Body Corporate; and
- (b) in compliance with all relevant Heritage Requirements.

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

- (a) The Occupier of a Lot must not, without the Body Corporate's written approval:
- (i) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (b) An approval under By-law 9(a) must state the period for which it is given, with the exception of designated visitor parking.

- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

10. Aerials

Outside wireless and television aerials may not be erected except:

- (a) with the prior written permission of the Committee; and
 (b) In compliance with all relevant Heritage Requirements.

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

- (a) The Body Corporate must not do anything to alter the external appearance of the Common Property or any part of the Scheme land unless all relevant Heritage Requirements are complied with.
- (b) An Owner or Occupier shall not, 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 unless:
- (i) the prior written approval of the Body Corporate is obtained; and
 - (ii) all relevant Heritage Requirements are complied with.

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 s181(1) of the Act, each Owner or Occupier is permitted to keep a pet or pets on its Lot to the extent permitted under relevant local authority and other laws, subject to the following conditions:

- (a) each pet must be registered with the Council where registration is required under Council laws and the Owner or Occupier must comply with all laws in relation to keeping and registering each pet;
- (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 any 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. Restriction on alterations

No alteration shall be made to any Lot (including any alteration to fixtures, fittings, security screens, awnings, blinds, 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) unless:

- (a) the prior approval in writing of the Body Corporate is obtained;
- (b) such alteration is permitted or approved pursuant to the Heritage Requirements; and
- (c) such alteration is completed and maintained in accordance with the Heritage Requirements.

The Body Corporate may request certificates, plans or other information from an engineer or other qualified person (including a certificate from an architect certifying compliance with any relevant Heritage Requirements) prior to considering any request.

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 in accordance with all Heritage Requirements, the Development Approval including any acoustic and fire rating requirements.

18. Water Wastage

An Owner or Occupier shall ensure that all water taps in his unit 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 subject to compliance with all relevant Heritage Requirements.

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:

- (a) they have a white backing, or are such colour and design, as shall be approved by the Committee;
- (b) they comply with any relevant Heritage Requirements.

An Owner or Occupier shall not install, renovate and/or replace Coverings without:

- (i) having the colour and design of same approved by the Committee; and
- (ii) complying with any relevant Heritage Requirements.

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 and the Owner provides evidence satisfactory to the Committee that all relevant Heritage Requirements have been complied with.

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:
- (i) use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners, of their Lots and the Common Property; and
 - (ii) comply with any relevant Heritage Requirements.
- (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.
- (d) If the Original Owner (or any person to whom the Original Owner assigns its rights under this by-law) transfers any Lot in the Scheme Land to a charitable or not-for-profit organisation to promote that Lot as a prize home in a lottery or other similar competition, that organisation and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material to promote any Lot owned by the organisation as a lottery or prize home in and about the Lot and 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; and
 - (ii) to sell tickets from the Lot or areas exclusively allocated to the Lot;
 - (iii) to open up the Lot and areas exclusively allocated to the Lot for inspections and undertake any ancillary activities in relation to the promotion of the Lot as a prize home in a lottery or other similar competition;
 - (iv) together with persons authorised by the organisation, 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;
- (e) In exercising its rights under this by-law, the charitable or not-for-profit organisation will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners, of their Lots and the Common Property.

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:

- (a) the Original Owner;
- (b) any person to whom the Original Owner assigns its rights under this by-law; and
- (c) any charity or not-for-profit organisation that the Original Owner (or any person to whom the Original Owner assigns its rights under this by-law) transfers any Lot in the Scheme Land as referred to in by-law 25(d).

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 s145(3) of the Body Corporate and Community Management (Standard 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 s145(3) of the Body Corporate and Community Management (Standard 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 Owner or 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 and such works are permitted by and comply with the Heritage Requirements.
- (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) The Owner or Occupier must:
 - (1) first obtain all necessary approvals under the Heritage Requirements and provide a certificate from an architect and such other evidence the Committee may reasonably require confirming that all relevant Heritage Requirements have or will be been complied with; and
 - (2) comply with all relevant Heritage Requirements;
 - (iii) 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.
 - (iv) Where the Lntw of the completed Works is more than the level detailed in paragraph 42(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 42(b)(ii) must again be complied with by the Occupier.
 - (v) Where the Works are installed and the Lntw complies with the requirements of paragraph 42(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 or under the Heritage Requirements.
- (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, the Caretaker or the relevant body administering the supply of the relevant service to the Lot.

46. Exclusive Use Area – Courtyard Area

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 46 – Courtyard Area** are entitled to the exclusive use of that part of the Common Property (**Courtyard 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 46 – Courtyard Area** and this by-law will attach to the relevant lots.
- (c) The following conditions apply to such use:-
- (i) the Courtyard Area must only be used for the purpose referred to in Schedule E;
 - (ii) the Courtyard Area, and the things in it, must be kept clean and tidy and free of rubbish and vermin or any other infestation. In particular, subject to bylaw 46 (c) (viii), any plants in the Courtyard Area must be regularly fertilised, watered and tended;
 - (iii) subject to bylaw 46(c)(iv), (vii)and (viii), the Body Corporate must carry out its duties in relation to the Courtyard Area and is responsible to keep the relevant Courtyard Area, maintained and repaired including any path, fence or gate to the Courtyard Area;
 - (iv) where any repairs are required to the Courtyard 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;
 - (v) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Courtyard Area for any proper purpose;
 - (vi) in respect of any plants or similar landscape items (together called **Plants**) in the Courtyard Area,subject to bylaw 46 (c) (viii), they must be kept and maintained in their original condition (or as close as reasonably possible to that condition). Subject to bylaw 46 (c) (viii), where any Plants need to be replaced, they must be replaced with, so far as reasonably practicable, the same type of Plant and in accordance with any relevant Heritage Requirements;
 - (vii) the Owners and Occupiers are jointly and severally liable to pay for the costs incurred by the Body Corporate in cleaning, maintaining and repairing the Courtyard Area in accordance with this bylaw; and
 - (viii) for Exclusive Use Area E1C, the Principal Body Corporate will remain primarily responsible for ensuring the Yungaba Gardens Conservation Management Plan forming part of the Heritage Requirements is complied with in respect of the palm trees within Exclusive Use 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 Exclusive Use Area E1C attaches must not do anything which would be in breach of the Yungaba Gardens Conservation Management Plan.
- (d) It is acknowledged that Exclusive Use Area E1C is part of the Principal Scheme Common Property, the exclusive use of which has been or will be granted to the Body Corporate under the community management statement for the Principal Scheme.

47. Exclusive Use Area – Storage Area

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 47 – Storage Area** are entitled to the exclusive use of that part of the Common Property (**Storage 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 47 – Storage Area** and this by-law will attach to the relevant lots.
- (c) The following conditions apply to such use:-
- (i) the Storage Area must only be used for the purpose referred to in Schedule E;
 - (ii) the Storage Area, and the things in it, must be kept clean and tidy and free of rubbish and vermin or any other infestation;
 - (iii) the Owner and Occupier are jointly and severally liable to keep the relevant Storage Area clean and tidy and pay for any maintenance operating costs in respect of or related to it. Where any repairs are required to the Storage 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 Storage 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 Storage Area for any proper purpose.
- (d) 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 Storage 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.

48. 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, any air-conditioning plant or equipment or any common property storage areas, 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 48(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 48(a) are to be exercised (except in an emergency).
- (d) In this By-Law, **Maintaining** includes inspecting, maintaining, cleaning, repairing, replacing, renewing and doing any similar things.

49. 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.

50. Principal Scheme Bylaws 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. Owners and Occupiers of Lots must comply with the Principal Scheme By-laws as may apply to the Owners and Occupiers of Lots in this Scheme.

51. 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, construction and maintenance of utility services are required over all proposed lot(s).

52. 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.

53. Heritage Conditions

- (a) This By-law has been included in accordance with the requirements of the Yungaba Heritage Agreement.
- (b) The Owners and Occupiers acknowledge:
 - (i) the Scheme Land includes, and the Lots form part of, the 'Yungaba Building' referred to in the Yungaba Heritage Agreement; and
 - (ii) the Yungaba Heritage Agreement applies to each Owner's Lot and to the Common Property forming part of the Scheme Land.
- (c) The following clauses of the Yungaba Heritage Agreement are restated and form part of these bylaws:

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) *the 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.*

- (d) Any capitalised words in By-Law 52(b) have the meaning given to them in the Yungaba Heritage Agreement.
- (e) 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.

54. 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.

55. 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

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:*
- (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 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

Lot No.	Area	Purpose
By-law 46 – Courtyard Area		
Lot 1 on SP 201639	Area E1B and E1A on the attached exclusive use plan A (03039EXC7_C)	Courtyard
	Area E1C on the attached exclusive use plan B (03039_190_EXC_A)	Courtyard (subject to By-law 46(c)(viii))
Lot 2 on SP 201639	Area E2 on the attached exclusive use plan A (03039EXC7_C)	Courtyard
Lot 3 on SP 201639	Area E3B and E3A on the attached exclusive use plan A (03039EXC7_C)	Courtyard
Lot 5 on SP 201639	Area E5A and E5B on the attached exclusive use plan A (03039EXC7_C)	Courtyard
Lot 6 on SP 201639	Area E6 on the attached exclusive use plan A (03039EXC7_C)	Courtyard
Lot 7 on SP 201639	Area E7A and E7B on the attached exclusive use plan A (03039EXC7_C)	Courtyard
Lot 9 on SP 201639	Area E9A and E9B on the attached exclusive use plan A (03039EXC7_C)	Courtyard
Lot 10 on SP 201639	Area E10 on the attached exclusive use plan A (03039EXC7_C)	Courtyard
By-law 47 – Storage Area		
Lot 1 on SP 201639	Area E1S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 2 on SP 201639	Area E2S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 3 on SP 201639	Area E3S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 4 on SP 201639	Area E4S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 5 on SP 201639	Area E5S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 6 on SP 201639	Area E6S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 7 on SP 201639	Area E7S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 8 on SP 201639	Area E8S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 9 on SP 201639	Area E9S on the attached exclusive use plan C (03039_191_EXC_A)	Storage
Lot 10 on SP 201639	Area E10S on the attached exclusive use plan C (03039_191_EXC_A)	Storage

PLAN A
EXCLUSIVE USE PLAN

"THE RESIDENCES AT YUNGABA" CTS

CMS Sheet of
Plan Sheet of /

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Surfers Coast (07) 5488 8104

Experiences, Resources... Results

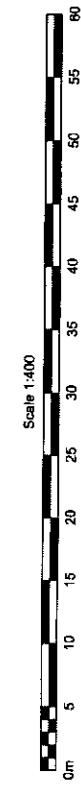
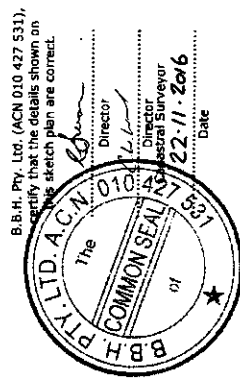
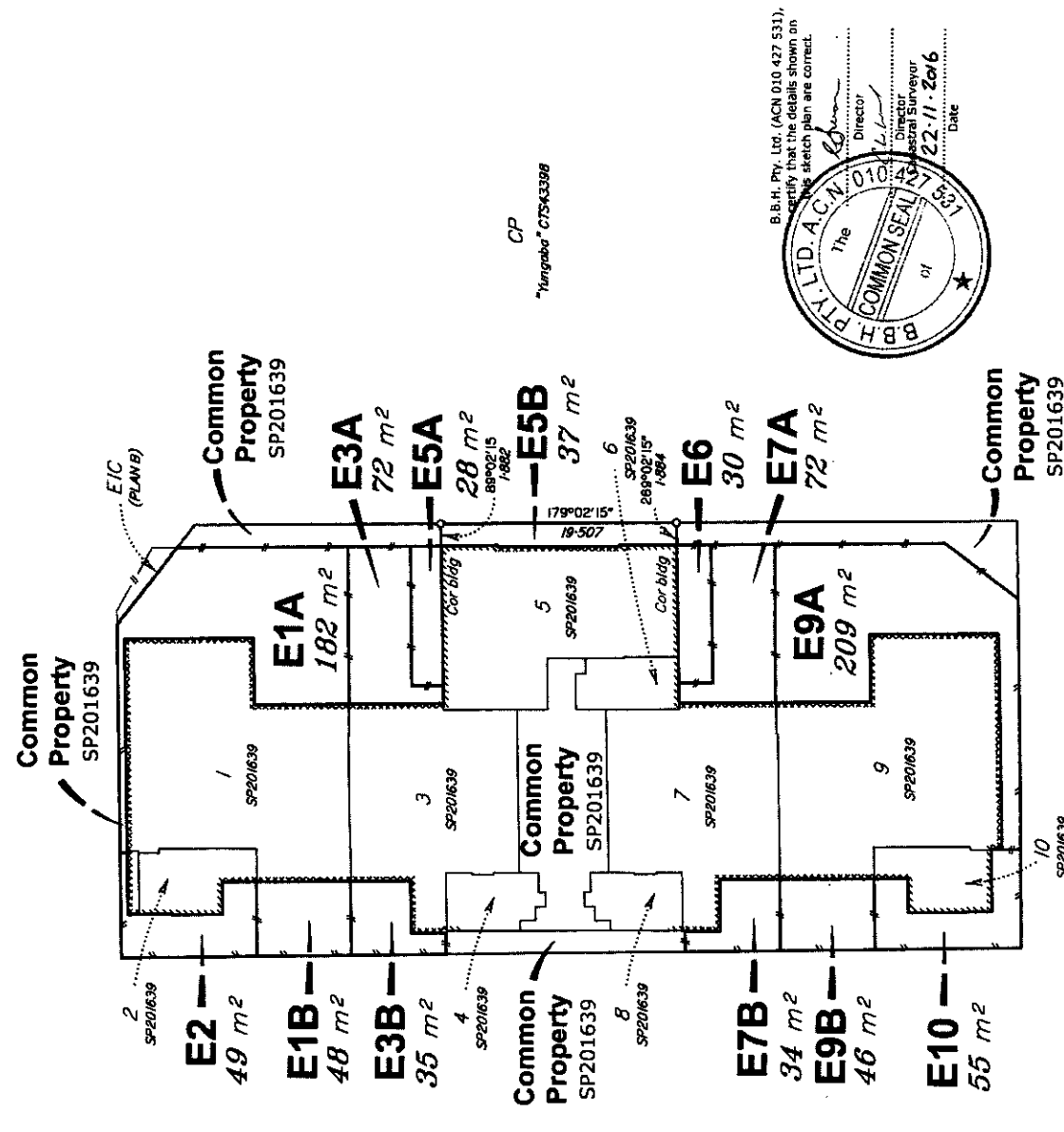
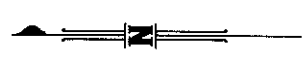
- Legend**
- Denotes boundary through centreline of fence
 - Denotes boundary along fence
 - Denotes boundary along face of wall
 - Denotes boundary along edge of verandah

- NOTES**
1. Drawn to Scale on A3 sheet.
 2. Community File Scheme.
 3. "THE RESIDENCES AT YUNGABA" CTS Areas are defined by structures as shown in the legend unless otherwise noted.
 4. Services located in exclusive use areas are not covered by exclusive use entitlement.
 5. Meridian of SP201639.

Issue	Revision	By	Date
C	Final Survey	DJL	21/11/2016
B	Adjoining Details Amended	DJL	22/11/2016
A	Amended Adjoining Lots	DJL	8/12/2010
	Original Issue	DJL	17/11/2010

Title:
Plan of Exclusive Use Areas
E1A, E1B, E2, E3A, E3B, E5A, E5B, E6, E7A, E7B, E9A, E9B & E10
in part of the Common Property on Level B (Ground Level) of "THE RESIDENCES AT YUNGABA" CTS

Client: FRASERS PROPERTY
Locality: AUSTRALIA
Local Gov: SOUTH BRISBANE
Prepared By: DJL
Surveyed By: BCC
Approved: CTS
Date Created: 17/11/2010
Scale: 1:400
Comp File: 03039EKC7_C
Plan No: 03039EKC7_C

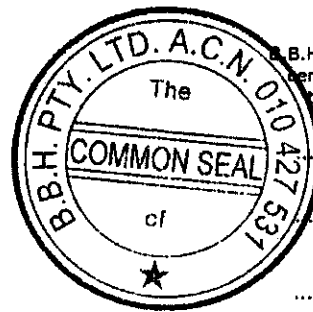
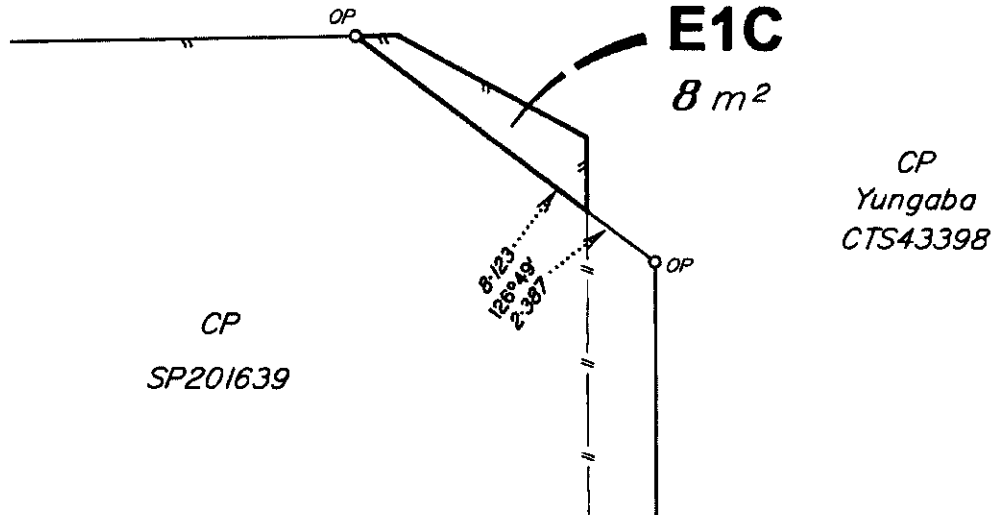


CP
"Yungaba" CTS43308

CP
"Yungaba" CTS43308

Sheet	of
Plan	of
/	/

PLAN B
EXCLUSIVE USE PLAN
"THE RESIDENCES AT YUNGABA" CTS



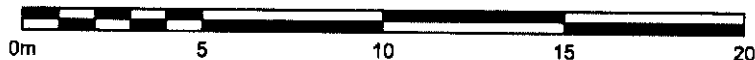
B.B.H. Pty. Ltd. (ACN 010 427 531),
 certify that the details shown on
 this sketch plan are correct.

[Signature]
 Director
[Signature]
 Director
 Cadastral Surveyor
 22.11.2016
 Date

Notes:

1. Drawn to Scale on A4 sheet.
2. Community Titles Scheme "THE RESIDENCES AT YUNGABA" CTS
3. Area defined by fences except where dimensioned.
4. Services located in exclusive use areas are not covered by exclusive use entitlement.
5. Meridian of SP201639.

Scale 1:200



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Coomera	(07) 5573 6177
Ipswich	(07) 3202 1575
Sunshine Coast	(07) 5438 8104

Experience, Resources... Results

Title:
Plan of Exclusive Use Area E1C
 in part of the Principal Common Property
 defined as Area E1C allocated to
 "THE RESIDENCES AT YUNGABA" CTS

Client: **FRASERS PROPERTY AUSTRALIA**

Locality: SOUTH BRISBANE

Local Gov: BCC Prepared By: DJL

Surveyed By: Approved: CTS

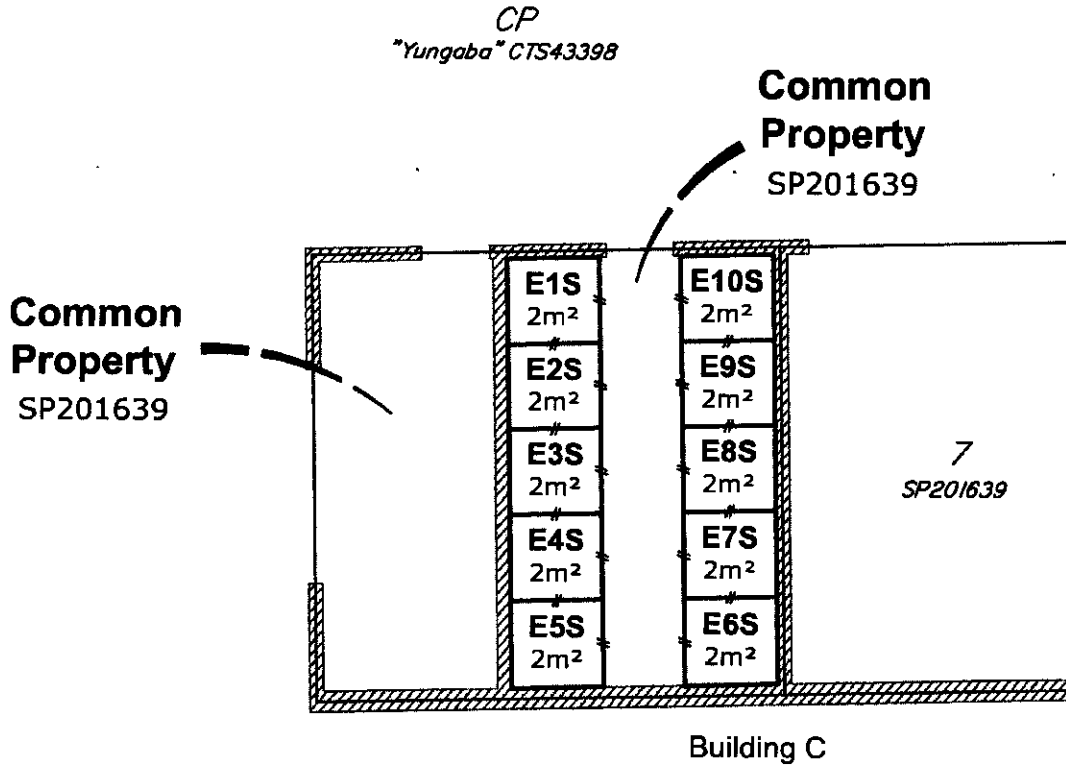
Date Created: 21/11/2016 Scale: 1:200

Comp File:

Plan No: **03039_190_EXC_A**

PLAN C
EXCLUSIVE USE PLAN

"THE RESIDENCES AT YUNGABA" CTS

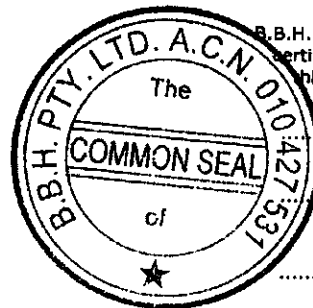


Legend

- Denotes boundary through centreline of fence
- Denotes boundary along face of wall

Notes:

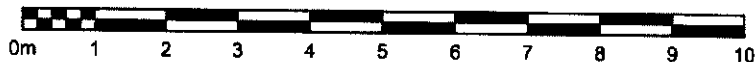
1. Drawn to Scale on A4 sheet.
2. Community Titles Scheme "THE RESIDENCES AT YUNGABA" CTS
3. Areas defined by the internal faces of walls unless shown otherwise in the legend.
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP201639.



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
22/11/2016
Date

Scale 1:100



BENNETT + BENNETT
Surveyors - Planners

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Brisbane	(07) 3839 7200
Coomera	(07) 5573 6177
Ipswich	(07) 3202 1575
Sunshine Coast	(07) 5438 8104

Experience, Resources... Results

Title:
Plan of Exclusive Use Areas E1S-E10S
in part of the Common Property
on Level B (Ground Level)
"THE RESIDENCES AT YUNGABA" CTS

Client: **FRASERS PROPERTY AUSTRALIA**

Locality: **SOUTH BRISBANE**

Local Gov: **BCC** Prepared By: **DJL**

Surveyed By: **CTS** Approved: **CTS**

Date Created: **21/11/2016** Scale: **1:100**

Comp File:

Plan No: **03039_191_EXC_A**