

- (a) The external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra large external surface area.
 - (b) 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, and the higher the cost of maintaining and operating the lifts.
- (3) The Purpose for which the Lots are used

Each of the lots in the Scheme are used for residential purposes except for lots 30, 31 and 32 which can be used for residential purposes and for Home Office Use. Additional entitlements are added to these lots to allow for additional costs caused by higher than normal number of visitors and rubbish being created.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

Nil.

SCHEDULE C	BY-LAWS
-------------------	----------------

1. Vehicles

- (a) The Lot Owner (Owner or Occupier) 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 Subsection (1) 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 seven (7) days written notice to the Lot Owner with the exception of designated visitor parking.

2. Private Roads and Other Common Property

The private roadways, pathways, drives and other common property and any easement giving access to the land shall not be obstructed by any Lot Owner or the guests, servants, employees, agents, children, invitees, licensees of a Lot Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. A Lot Owner shall not:

- (a) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the common property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- (b) Permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking;
- (c) Permit any boat, trailer, caravan, campervan or mobile home onto over or through the common area or on the land of the Lot Owner;
- (d) Permit any occupation of a caravan on a lot.

3. Obstruction

A Lot Owner shall not obstruct lawful use of common property by any person.

4. Damage to Lawns, etc. on Common Property

A Lot Owner shall not:

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

5. Damage to Common Property and Assets

A Lot Owner 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 Committee but this by-law does not prevent a Lot Owner or person authorised by him from installing:

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

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Lot Owner and does not detract from the amenity of the building.

The Body Corporate will specify acceptable locks, safety devices and screens with a view to maintaining a uniform approach to the exterior appearance of the Buildings within the Scheme and any such device must be approved by the Body Corporate Committee in writing prior to installation.

6. Depositing Rubbish etc. on Common Property and Assets

A Lot Owner shall not deposit or throw upon the common property any cigarette butts, rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lot Owner of another lot or of any person lawfully using the common property.

7. Garbage, Car Park and Storage Space

- (a) Incinerators and garbage bins shall be placed only where approved by the Committee of the Body Corporate and used only for the purpose for which they are provided;
- (b) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as is possible, out of sight;
- (c) Carpark spaces and storage areas shall be kept tidy and free of all litter. A Lot Owner must remove or clean up any oil marks, stains and deposits on carpark spaces. Personal items and equipment (e.g. push bikes) must not be stored on carpark spaces. They may only be stored in properly constructed storage cupboards or lockers;
- (d) The Committee of the Body Corporate may make rules from time to time with regard to the disposal of rubbish down garbage chutes and in the areas set aside for garbage disposal;
- (e) The Body Corporate and/or the Committee may designate any appropriate part of the Common Property to be used as a storeroom. The Body Corporate and/or the Committee may determine rules under which persons are given access to a storeroom.

8. Use of Recreation Facilities

All Owners may use any swimming pool, common recreation room/media room and any gymnasium facilities and adjacent areas on the Common Property subject to the following rules which will, where appropriate, apply to all guests and invitees of owners:-

- (a) The swimming and spa pools, common recreation room/media room, gymnasium and associated facilities will not be used by guests or invitees unless accompanied by a Lot Owner;
- (b) Children below the age of sixteen (16) years will at all times be accompanied by an adult or Lot Owner exercising effective control over them;
- (c) Alcoholic beverages are not to be consumed or glassware used in or around a swimming and spa pool enclosure;
- (d) Running, rough play in or out of the pool, excessive splashing, improper diving and jumping into the pool so as to create a large splash (bombing) is especially prohibited;
- (e) Food, glass, breakable items and pets will not be brought into the swimming or spa pools or gymnasium and the Lot Owner shall not allow soap, bubble bath, or shampoo to be used in the pool;
- (f) The swimming and spa pools, gymnasium and common recreation room/media room are only to be used between the hours of 6.00am and 10.00pm unless otherwise arranged with the On Site Manager;
- (g) After the facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users. Failing to comply with this may incur a cleaning cost which may be recovered by the Body Corporate from the owner;
- (h) The Body Corporate or On Site Manager may operate a reservation system or schedule for the gymnasium and common recreation room/media room with which Lot Owners shall comply;
- (i) All gym equipment may only be used as directed and in a safe manner and at the sole risk of the owner;
- (j) All rules and signage must be obeyed at all times; and
- (k) No-one except the On Site Manager may adjust any piece of equipment unless it is done so through the standard operation of equipment.

9. Rules regarding Pool, Gymnasium and Common Room

The Body Corporate Committee may make rules relating to the use of swimming pool and gymnasium, not inconsistent with these by-laws and the same shall be observed by the Lot Owners unless and until they are disallowed, or revoked by a majority resolution at a general meeting of the Lot Owners.

10. Instructions to Contractors etc

The Lot Owners shall not directly instruct any contractors or workmen employed by the Body Corporate Committee unless so authorised.

11. Garbage disposal

A Lot Owner shall:-

- (a) Save where the Body Corporate Committee 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 Committee, in clean and dry condition and adequately covered, a 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 Lot Owner of any other lot is not adversely affected by his disposal of garbage.

12. Appearance of Buildings & Signs

Subject to other by-laws, a Lot Owner shall not, except with the consent in writing of the Body Corporate Committee, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the common property or any other lot.

13. Inflammable Liquids, Gases or other materials

- (a) A Lot Owner shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on any property on the Parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Parcel or the regulations or ordinances of any Public Authority for the time being in force.
- (b) A Lot Owner shall not, except with the consent in writing of the Body Corporate, use or store on 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 including gas barbecues, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Waste Collection Service

The Body Corporate shall give to Brisbane City Council, its employees, agents and contractors, right of entry to the common property for the purpose of servicing the refuse and recycle bins provided by Council.

Subject to Council, its employees, agents and contractors using due care in providing such service, the Body Corporate shall indemnify the Council, its employees, agents and contractors against any damage to pavement or other driveway surface resulting from the weight of the collection vehicles.

15. Site Detention Systems

The Body Corporate shall ensure the regular maintenance of the Site Detention System by checking and cleaning any pipes, drains and sumps associated with same.

16. Keeping of Animals

Subject to the Act a Lot Owner shall not, without the approval in writing of the Body Corporate Committee, keep any animal upon his lot or the common property.

17. Right of Entry

A Lot Owner, upon receiving reasonable notice from the Body Corporate Committee, shall allow the Body Corporate Committee or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.

18. Noise

- (a) A Lot Owner, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other Lot Owners or of any person lawfully using the common property. In particular no Lot Owner shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Lot Owner, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- (b) In the event of any unavoidable noise in a lot at any time the Lot Owner thereof shall take all practical means to minimise annoyance to other Lot Owners 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.
- (c) Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when a Lot Owner returns to the dwelling late at night or early morning hours.

19. Use of Lots

Subject to any exclusions contained in these By-Laws a Lot Owner shall not use that Lot or permit the same to be used otherwise than as a private residence (with the exception of Lots 30, 31 and 32) nor for any immoral purpose or for any purpose that may endanger the safety or good reputation of persons residing within the parcel.

Lots 30, 31 and 32 may be used for commercial purposes but an occupier may not provide real estate agency or letting services.

20. Use of Radios etc

A Lot Owner shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

21. Appearance of Lots

- (a) The Lot Owner must not, without the Body Corporate's written approval, make a change to the external appearance of the lot.
- (b) The Lot Owner must not, without the Body Corporate's written approval:
 - (i) Hang washing, bedding or another cloth article if the article is visible from another lot or the common property, or from outside the Scheme Land and ensure that permanent storage units such as cupboards are not located on the balconies or terraces forming part of their lot; or
 - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the Scheme Land.
- (c) A Lot Owner shall not install or replace a window furnishing visible from outside the lot unless those furnishings are of a light colour or have a backing of a light colour without the prior written approval of the Committee of the Body Corporate.
- (d) The Lot Owner must ensure that all balconies and terraces forming part of their Lot remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those clearly depicted on the approvals obtained from the Brisbane City Council.

22. Movement of Furniture, Fittings and Equipment

- (a) Notice to be Given: A Lot Owner must give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any lot. Any such moving must be done in a manner, at the time and subject to conditions imposed or directed by the Body Corporate provided that nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Lot Owner of any other lot.
- (b) Access to Service Doors, Service Carparks and Loading Bays: Subject to security arrangements, access to any Service Doors, the Service Carparks or the Loading Bay shall be made available at all reasonable times to a Lot Owner provided that prior arrangements have been made with the Body Corporate or its representative and do not contravene any provisions of any easement or the lawful use of any exclusive use area.

23. Installation of Hard Flooring

- (a) Installation: A Lot Owner shall not install or cause to be installed or place in or upon any part of the Lot hard flooring such as timber, tiles, marble or any similar material (the "works") unless the Lot Owner has first obtained the written approval of the Committee of the Body Corporate. The Committee of the Body Corporate may impose conditions upon the granting of such consent.

- (b) Compliance with Conditions: A Lot Owner must comply with any conditions imposed by the Committee of the Body Corporate when granting its consent including any conditions which are imposed by the Committee of the Body Corporate 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.
- (c) Compliance with Noise By-Law: The granting of any approval by the Committee of the Body Corporate does not in any way relieve a Lot Owner of his or her responsibility under the Noise By-Law.
- (d) Reinstatement: In the event that any noise arises in any way out of the installation or use of the works which is transmitted from the Lot to another Lot then a Lot Owner will at his or her expense remove the works from the Lot upon receiving written notice from the Committee of the Body Corporate to do so or otherwise must comply with any reasonable direction given by the Committee of the Body Corporate to mitigate any such noise.

24. **No Structural or Other Alterations**

A Lot Owner must not, without the written approval of the Body Corporate:-

- (a) Carry out structural alterations to his/her lot;
- (b) Alter gas, water, drainage, sewerage, electrical or other services in or to his lot;
- (c) Perform any work for the purpose of enclosing in any manner whatsoever the balcony of any lot.

25. **Maintenance responsibility of alterations to Common Property**

Any alteration made to common property or fixture or fitting attached to common property by any Lot Owner, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the Lot Owner for the time being of the Lot.

26. **Replacement of Glass**

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

27. **Behaviour of Invitees**

- (a) A Lot Owner 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 Lot Owner of another lot or of any person lawfully using common property.
- (b) The Lot Owner shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such Lot Owner or their invitees.
- (c) A Lot Owner 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 Lot Owner or their invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these By-Laws on a Lot Owner shall be observed not only by the Lot Owner but also by the guests, servants, employees, agents, children, invitees and licensees of such Lot Owner.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-Laws by any Lot Owner or the guests, servants, employees, agents, children, invitees, or licensees of the Lot Owner or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Lot Owner at the time when the breach occurred.

28. Auction Sales

A Lot Owner shall not permit any auction sale to be conducted or to take place in his lot or in the dwelling or upon the scheme without the prior approval in writing of the Body Corporate Committee.

29. Correspondence and Requests to the Secretary of the Body Corporate

All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

30. Display Unit

While the original Owner remains a Lot Owner or lessee of any lot, it and its officers, servants and/or agents shall be entitled to use any dwelling of which it remains a Lot Owner or lessee as a display dwelling and shall be entitled to allow prospective purchasers to inspect any such dwelling and for such purposes shall be entitled to use such signs, advertising or display material in or about the dwelling and common property as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Scheme, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

31. Copy of By-Laws to be Produced Upon Request

Where any lot or common property is leased or rented, otherwise than to a Lot Owner, the lessor or, as the case may be, landlord shall cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

32. Recovery of Costs (Levies)

A Lot Owner shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Lot Owner by the Body Corporate pursuant to the Act.

Where the Body Corporate expends money to make good damage caused by a breach of the Act the Regulation Module or these by-laws by any Owner or occupier of a lot or the tenant, guest, servants, employees, agents, children, invitees or licensees of the Owner or occupier, the Body Corporate shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the lot at the time when the breach occurred.

33. Power of the Body Corporate

The Body Corporate Committee may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the Lot Owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

34. Use of Lots

In addition to use as a private residence, Lot 28, and Lot 28 only, may also be used for the purpose of carrying on the business of providing management, caretaking, letting and ancillary services to the Body Corporate and to Owners and occupants of Lots.

35. Special Rights

For as long as there is in existence an agreement or agreements with the Lot Owner of Lot 28 for such Lot Owner to provide services for the control, management and administration of the common property and/or to provide letting and ancillary services to such of the unit Owners or occupants who wish to avail themselves of such services (whether by way of a combined Caretaking and Letting Agreement or a separate Caretaking Agreement and a separate Letting Agreement):-

- (a) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
- (b) The Body Corporate will not allow any person or company other than the party to such Agreements to provide, from the scheme land, any of the services set out in the Agreements;

- (c) The Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;
- (d) The Lot Owner of Lot 28 will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides pursuant to the Agreements;
- (e) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the scheme land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the scheme land;
- (f) The Body Corporate must not make any part of the common property available to any person or corporation for the purpose of conducting a letting business; and
- (g) The Body Corporate confers on the Owner of Lot 28 special rights in respect of the whole of the common property to use same in connection with the business carried out pursuant to the Agreements.

The Body Corporate will continue to be responsible to carry out its duties pursuant to the Body Corporate and Community Management Act in respect of any common property for which special privileges have been granted pursuant to this by-law.

36. Bulk Supply of Utilities

The Body Corporate may, at its election, supply or engage another person to supply utilities to the Scheme and in such case the following will apply:-

- (a) "Utility" means: electricity, gas, water, cable TV and the like.
- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Scheme from the relevant authority.
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or occupier of lots in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or occupier for supply of the electricity direct from the relevant Electricity Authority.
- (d) Each Owner or occupier must purchase and use all Utility consumed in the Owner's or occupier's lot direct from the Body Corporate and must not purchase Utility from any other source.
- (e) The Body Corporate is not required to supply to any Owner or occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) If possible and lawful, the Body Corporate may nominate tariffs which will apply to the consumption of the Utility service and must advise the Owners of the relevant tariff. If this happens, the tariff will apply to future accounts.
- (g) The Body Corporate may charge for the services (including for the installation of, and the costs associated with, Utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services.
- (h) The Body Corporate may render accounts to each Owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts.
- (i) In respect of an account which has been rendered pursuant to these by-laws, then an Owner or occupier is liable, jointly and severally with any person who was liable to pay that account when that Owner or occupier became the Owner or occupier of that lot.

- (j) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:
- (1) 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
 - (2) Disconnect the supply of reticulated Utility to the relevant lot.
- (k) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (l) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

37. Exclusive Use – Carpark

- (a) Each lot set out in Schedule E under the heading "Carpark" is allocated a car park area defined in Schedule E for the exclusive use and enjoyment of the Owner or occupier of each respective lot.
- (b) An exclusive use area under this by-law is to be used for car parking purposes and with the prior approval of the Body Corporate be used for storage.
- (c) Where the exclusive use area is used for storage, the area must be kept clean and tidy and free of vermin.
- (d) Except for the area used for storage, the Body Corporate remains responsible for the performance of its duties pursuant to the Act at its own expense in relation to any part of the common property over which exclusive use is granted pursuant to this by-law as if the grant had not been made.
- (e) An Owner or occupier of an exclusive use area under this by-law must, on receipt of notice from the Body Corporate or another Owner or occupier, allow access to service contractors or another Owner or occupier through the exclusive use area to allow for maintenance of common property or any improvements to common property which is situated near or within the exclusive use area.
- (f) The area of each exclusive use will be defined by AJS Surveys, within twelve (12) months of the date of establishment of the Scheme. The sketch plans identifying the exclusive use of common property shall be prepared by the Surveyor in accordance with the Registrar of Titles directions for plans. The allocation and identification of the exclusive use areas as defined must be effected within twelve (12) months of the date of recording of the First Community Management Statement.

38. Exclusive Use – Storage

- (a) Each lot set out in Schedule E under the heading "Storage" is allocated a storage area defined in Schedule E for the exclusive use and enjoyment of the Owner or occupier of each respective lot.
- (b) The Owner or occupier of an exclusive use storage area may use the area for storage and must keep the area clean and tidy and free of vermin.
- (c) The Owner or occupier of a storage area is responsible for the cleaning of the area and must, on receipt of reasonable notice from the Body Corporate allow reasonable access to service contractors or another Owner or occupier through the exclusive use area to allow for the maintenance of common property or any improvements to common property which are situated near or within the exclusive use area.
- (d) Except for the obligations on the Owner or occupier in by-law 36.2 and 36.3, the Body Corporate remains responsible for performance of its duties pursuant to the Act at its own expense in relation to any part of the common property over which exclusive use is granted pursuant to this by-law as if the grant had not been made.
- (e) The area of each exclusive use will be defined by AJS Surveys, within twelve (12) months of the date of establishment of the Scheme. The sketch plans identifying the exclusive use of common property shall

be prepared by the Surveyor in accordance with the Registrar of Titles directions for plans. The allocation and identification of the exclusive use areas as defined must be effected within twelve (12) months of the date of recording of the First Community Management Statement.

39. Exclusive Use Areas – Home Offices Signage

- (a) Each lot set out in Schedule E under the heading "Home Office – Signage Areas" has the exclusive use and enjoyment of a signage area on the common property adjacent to or near the entrance to each lot in a position to be approved and allocated by the committee.
- (b) Installation of Signage: An Owner or occupier who has the exclusive use of a signage area under this by-law may install a sign in the signage area subject to the following conditions:
 - (1) The sign will be installed, operated and maintained at the cost of that Owner or occupier.
 - (2) Its proposed position, size, style and design must first be approved by the committee (which approval shall not be unreasonably withheld).
 - (3) The sign must comply with local authority requirements and have approval if necessary.
 - (4) Any illuminated sign must be metered to the Owner or occupier who must pay all electricity connection and consumption charges.
 - (5) Local authority permit fees must be paid by the Owner or occupier.
 - (6) The illumination of the sign must not interfere with the use of any lot or adversely affect the amenity of any dwelling within the scheme.
- (c) Maintenance: The Owner or occupier must:
 - (1) Maintain the signage area and the signage installed pursuant to this by-law in good repair;
 - (2) Keep the area in a clean and tidy condition; and
 - (3) Restore the signage area to its original condition on removing the signage.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

STATUTORY EASEMENTS

Pursuant to Section 66(1)(d)(iii) of the Body Corporate and Community Management Act 1997, each of the following lots and common property is subject to and has the benefit of the following easements:

Lot / Common Property	Type of Easement
Common Property	Lateral or subjacent support under the Land Title Act 1994, s115N;
	Utility services and utility infrastructure under the Land Title Act 1994, ss115O and 115P;
	Shelter under the Land Title Act 1994, s115Q;
Lots 1 to 60 (inclusive) on SP 192507	Lateral or subjacent support under the Land Title Act 1994, s115N;
	Utility services and utility infrastructure under the Land Title Act 1994, ss115O and 115P;
	Shelter under the Land Title Act 1994, s115Q.

SERVICES LOCATION DIAGRAM

Pursuant to Section 66(1)(b)iii) of the Body Corporate and Community Management Act 1997, annexed and marked as Annexure "A" is a Services Location Diagram identifying all service easements for the lots and Common Property created on SP 192507.

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

Exclusive Use – Carpark

Lot	Exclusive Use Area
1 on SP 192507	Area AW on Plan of Exclusive Use Page 19
2 on SP 192507	Area AV on Plan of Exclusive Use Page 19
3 on SP 192507	Area AU on Plan of Exclusive Use Page 19
4 on SP 192507	Area AT on Plan of Exclusive Use Page 19
5 on SP 192507	Area AS on Plan of Exclusive Use Page 19
6 on SP 192507	Area AR on Plan of Exclusive Use Page 19
7 on SP 192507	Area AQ on Plan of Exclusive Use Page 19
8 on SP 192507	Area AP on Plan of Exclusive Use Page 19
9 on SP 192507	Area AN on Plan of Exclusive Use Page 19
10 on SP 192507	Area AM on Plan of Exclusive Use Page 19
11 on SP 192507	Area AL on Plan of Exclusive Use Page 19
12 on SP 192507	Area AK on Plan of Exclusive Use Page 19
13 on SP 192507	Area AJ on Plan of Exclusive Use Page 19
14 on SP 192507	Area AH on Plan of Exclusive Use Page 19
15 on SP 192507	Area AG on Plan of Exclusive Use Page 19
16 on SP 192507	Area AF on Plan of Exclusive Use Page 19
17 on SP 192507	Area AE on Plan of Exclusive Use Page 19
18 on SP 192507	Area AD on Plan of Exclusive Use Page 19
19 on SP 192507	Area AC on Plan of Exclusive Use Page 19
20 on SP 192507	Area AB on Plan of Exclusive Use Page 19
21 on SP 192507	Area AA on Plan of Exclusive Use Page 19
22 on SP 192507	Area Z on Plan of Exclusive Use Page 19
23 on SP 192507	Area Y on Plan of Exclusive Use Page 19
24 on SP 192507	Area X on Plan of Exclusive Use Page 19
25 on SP 192507	Area W on Plan of Exclusive Use Page 18
26 on SP 192507	Area V on Plan of Exclusive Use Page 18
27 on SP 192507	Area U on Plan of Exclusive Use Page 18
28 on SP 192507	Areas T and S on Plan of Exclusive Use Page 18
29 on SP 192507	Area R on Plan of Exclusive Use Page 18
30 on SP 192507	Area Q on Plan of Exclusive Use Page 18
31 on SP 192507	Area P on Plan of Exclusive Use Page 18
32 on SP 192507	Area N on Plan of Exclusive Use Page 18
33 on SP 192507	Area M on Plan of Exclusive Use Page 18
34 on SP 192507	Area L on Plan of Exclusive Use Page 18
35 on SP 192507	Area F on Plan of Exclusive Use Page 18
36 on SP 192507	Area E on Plan of Exclusive Use Page 18
37 on SP 192507	Area D on Plan of Exclusive Use Page 18
38 on SP 192507	Area C on Plan of Exclusive Use Page 18
39 on SP 192507	Area B on Plan of Exclusive Use Page 18
40 on SP 192507	Area A on Plan of Exclusive Use Page 18
41 on SP 192507	Area G on Plan of Exclusive Use Page 18
42 on SP 192507	Area H on Plan of Exclusive Use Page 18
43 on SP 192507	Area J on Plan of Exclusive Use Page 18
44 on SP 192507	Area K on Plan of Exclusive Use Page 18
45 on SP 192507	Area BH on Plan of Exclusive Use Page 18
46 on SP 192507	Area BG on Plan of Exclusive Use Page 18
47 on SP 192507	Area BF on Plan of Exclusive Use Page 18

48 on SP 192507	Area BE on Plan of Exclusive Use Page 18
49 on SP 192507	Area BN on Plan of Exclusive Use Page 18
50 on SP 192507	Area BM on Plan of Exclusive Use Page 18
51 on SP 192507	Area BL on Plan of Exclusive Use Page 18
52 on SP 192507	Area BK on Plan of Exclusive Use Page 18
53 on SP 192507	Area BD on Plan of Exclusive Use Page 18
54 on SP 192507	Area BC on Plan of Exclusive Use Page 18
55 on SP 192507	Area BB on Plan of Exclusive Use Page 18
56 on SP 192507	Area BA on Plan of Exclusive Use Page 18
57 on SP 192507	Area AZ on Plan of Exclusive Use Page 18
58 on SP 192507	Area AY on Plan of Exclusive Use Page 18
59 on SP 192507	Area AX on Plan of Exclusive Use Page 18
60 on SP 192507	Area BJ on Plan of Exclusive Use Page 18

Exclusive Use – Storage

Lot	Exclusive Use Area
5 on SP 192507	Area CC on Plan of Exclusive Use Page 19
6 on SP 192507	Area CB on Plan of Exclusive Use Page 19
7 on SP 192507	Area CA on Plan of Exclusive Use Page 19
8 on SP 192507	Area BZ on Plan of Exclusive Use Page 19
45 on SP 192507	Area BY on Plan of Exclusive Use Page 19
46 on SP 192507	Area BX on Plan of Exclusive Use Page 19
47 on SP 192507	Area BW on Plan of Exclusive Use Page 19
48 on SP 192507	Area BV on Plan of Exclusive Use Page 19
53 on SP 192507	Area BU on Plan of Exclusive Use Page 19
54 on SP 192507	Area BT on Plan of Exclusive Use Page 19
2 on SP 192507	Area BS on Plan of Exclusive Use Page 19
28 on SP 192507	Area BR on Plan of Exclusive Use Page 19
3 on SP 192507	Area BQ on Plan of Exclusive Use Page 18
4 on SP 192507	Area BP on Plan of Exclusive Use Page 18
21 on SP 192507	Area CD on Plan of Exclusive Use Page 18
22 on SP 192507	Area CE on Plan of Exclusive Use Page 18
23 on SP 192507	Area CF on Plan of Exclusive Use Page 18
24 on SP 192507	Area CG on Plan of Exclusive Use Page 18
25 on SP 192507	Area CH on Plan of Exclusive Use Page 18
26 on SP 192507	Area CJ on Plan of Exclusive Use Page 18
27 on SP 192507	Area CK on Plan of Exclusive Use Page 18
29 on SP 192507	Area CL on Plan of Exclusive Use Page 18
30 on SP 192507	Area CM on Plan of Exclusive Use Page 18
31 on SP 192507	Area CY on Plan of Exclusive Use Page 17
32 on SP 192507	Area CX on Plan of Exclusive Use Page 17
33 on SP 192507	Area CV on Plan of Exclusive Use Page 17
40 on SP 192507	Area CU on Plan of Exclusive Use Page 17
41 on SP 192507	Area CT on Plan of Exclusive Use Page 17
42 on SP 192507	Area CS on Plan of Exclusive Use Page 17
43 on SP 192507	Area CR on Plan of Exclusive Use Page 17
44 on SP 192507	Area CQ on Plan of Exclusive Use Page 17
38 on SP 192507	Area CP on Plan of Exclusive Use Page 17
39 on SP 192507	Area CN on Plan of Exclusive Use Page 17
34 on SP 192507	Area CZ on Plan of Exclusive Use Page 17
35 on SP 192507	Area DA on Plan of Exclusive Use Page 17
36 on SP 192507	Area DB on Plan of Exclusive Use Page 17
37 on SP 192507	Area DC on Plan of Exclusive Use Page 17



Land Development, Planning & Surveying Consultants

17 Judd Street, Gumdale, Qld 4154

EMAIL: mail@ajssurveys.com.au

PH: 3823 2144 FAX: 3823 2155

I, Anthony John Schmidt, certify that the details shown on this sketch plan are correct.

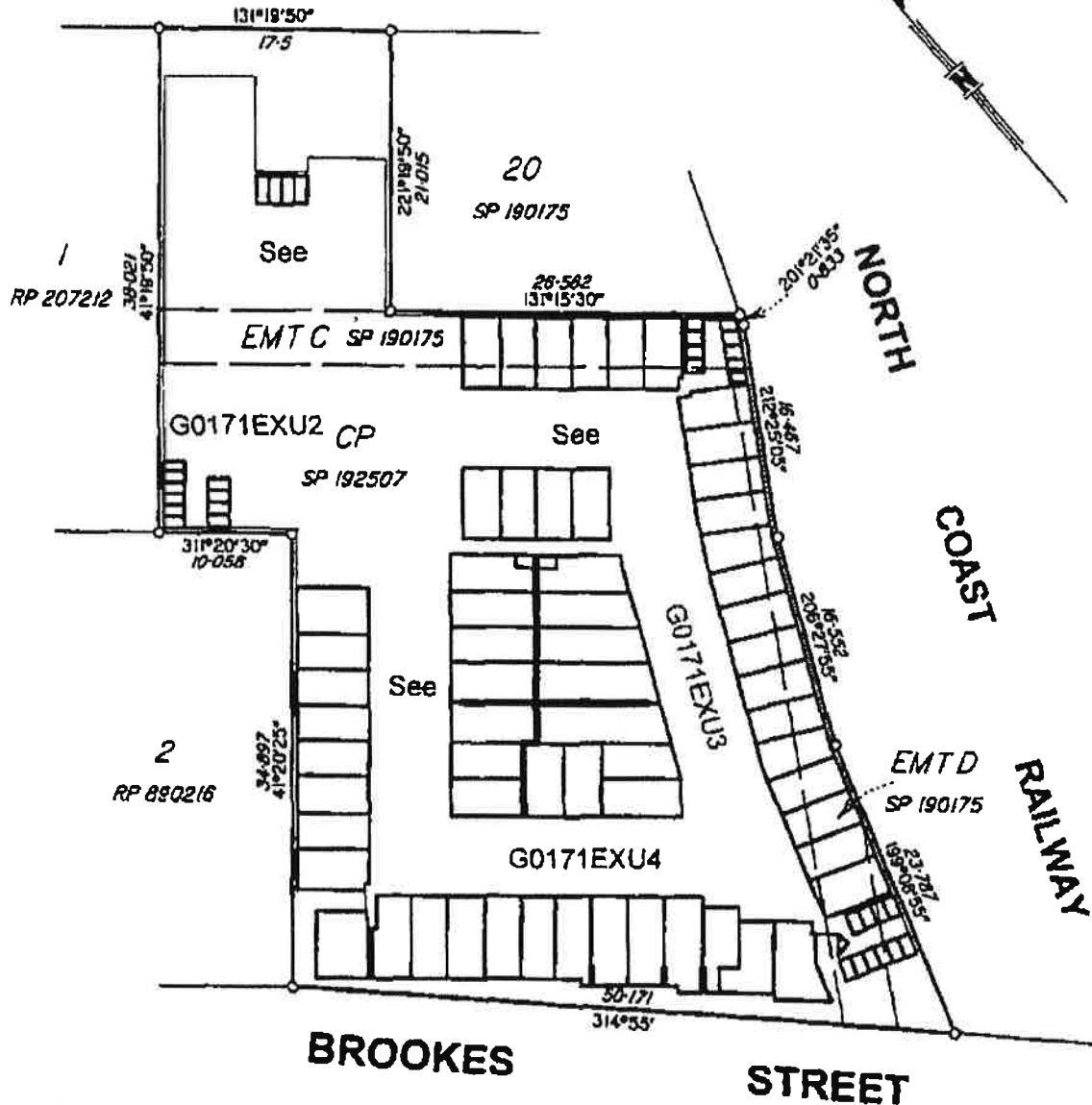
Cadastral Surveyor

15/09/06

Date

18	22
----	----

PRIMROSE STREET



PLAN OF EXCLUSIVE USE

Site Address: 7-15 Primrose Street, Bowen Hills
Parish of North Brisbane
County of Stanley

COMMUNITY TITLE SCHEME:
SKYLINE COURT BOWEN HILLS

RPD:
CP on SP 192507

Date: 11/09/06
Scale: 4:500
Ref: G0171

Client:
LIFETIME
SECURITIES

Plan Ref:
G0171EXU1

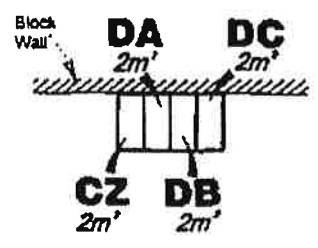
AJS SURVEYS
Land Development, Planning & Surveying Consultants
 17 Judd Street, Gumdale, Qld 4154
 EMAIL: mail@ajssurveys.com.au
 PH: 3823 2144 FAX: 3823 2155

I, Anthony John Schmidt, certify that the details shown on this sketch plan are correct.

19 22

(Signature)
 Cadastrol Surveyor

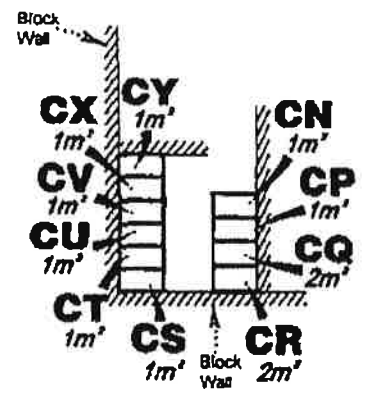
15/09/06
 Date



NOTE:

Exclusive use areas defined by wire cages.

 E M T C
 SP 190175



PLAN OF EXCLUSIVE USE			
Site Address: 7-15 Primrose Street, Bowen Hills Parish of North Brisbane County of Stanley		COMMUNITY TITLE SCHEME: SKYLINE COURT BOWEN HILLS	
RPD: CP on SP 192507	Date: 11/09/06 Scale: 4:260- Ref: G0171	Client: LIFETIME SECURITIES	Plan Ref: G0171EXU2

AJS SURVEYS

Land Development, Planning & Surveying Consultants

17 Judd Street, Gumdale, Qld 4154

EMAIL: mail@ajssurveys.com.au

PH: 3823 2144 FAX: 3823 2155

I, Anthony John Schmidt, certify that the details shown on this sketch plan are correct.

Cadastral Surveyor

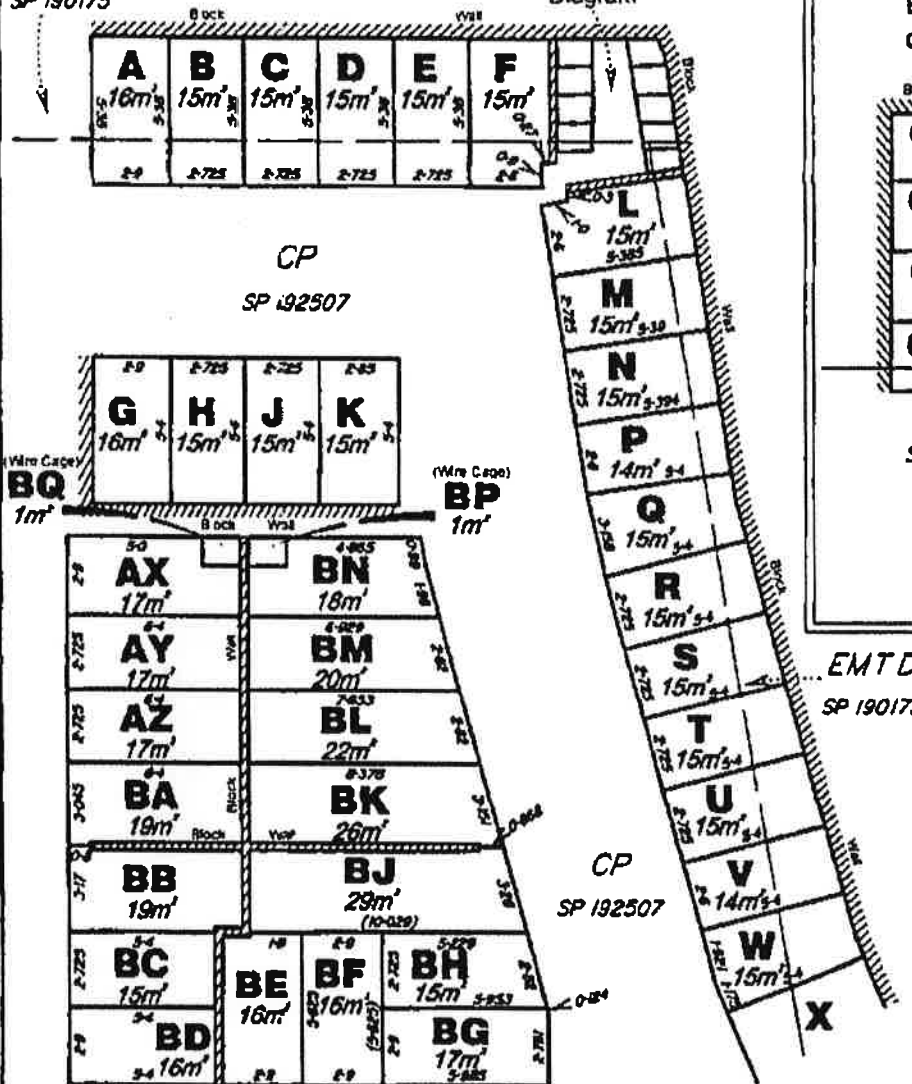
15/09/06

Date

20	22
----	----

EMT C
SP 190175

See
Diagram



NOTE:

Exclusive use areas defined by wire cages.

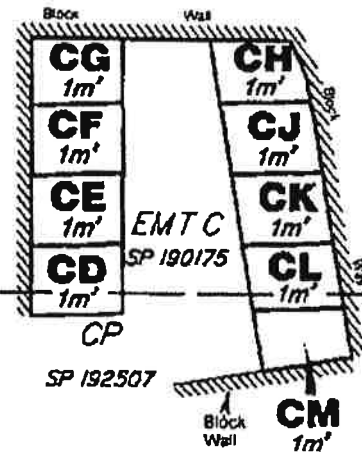


DIAGRAM
Not To Scale

PLAN OF EXCLUSIVE USE

Site Address: 7-15 Primrose Street, Bowen Hills
Parish of North Brisbane
County of Stanley

COMMUNITY TITLE SCHEME:
SKYLINE COURT BOWEN HILLS

RPD:
CP on SP 192507

Date: 11/09/06
Scale: 1:250
Ref: G0171

Client:
**LIFETIME
SECURITIES**

Plan Ref:
G0171EXU3

AJS SURVEYS

Land Development, Planning & Surveying Consultants

17 Judd Street, Gumdale, Qld 4154

EMAIL: mail@ajssurveys.com.au

PH: 3823 2144 FAX: 3823 2155

I, Anthony John Schmidt, certify that the details shown on this sketch plan are correct.

21 22

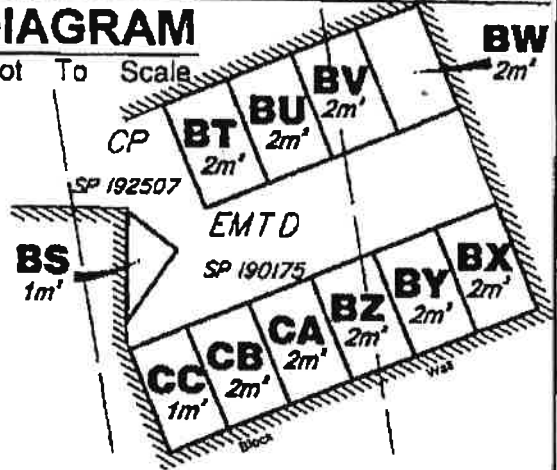
Cadastral Surveyor

..15/09/06....
Date



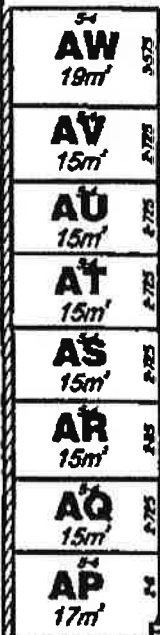
DIAGRAM

Not To Scale

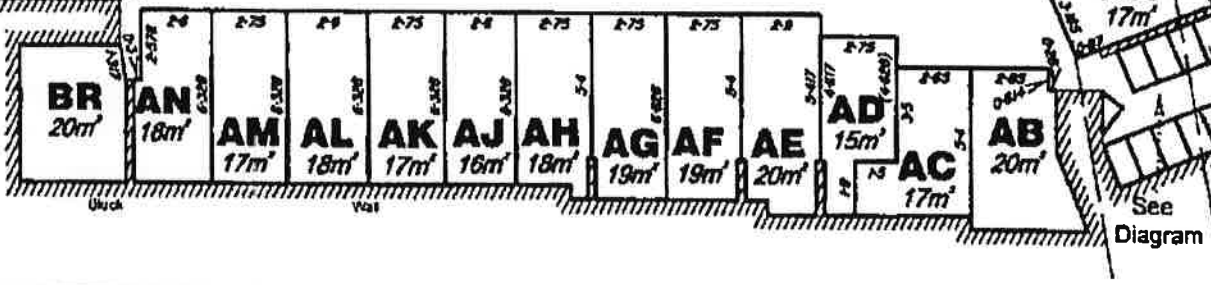


NOTE:

Exclusive use areas defined by wire cages.



CP
SP 192507



PLAN OF EXCLUSIVE USE

Site Address: 7-15 Primrose Street, Bowen Hills
Parish of North Brisbane
County of Stanley

COMMUNITY TITLE SCHEME:
SKYLINE COURT BOWEN HILLS

RPD:
CP on SP 192507

Date: 11/09/06
Scale: 4:250
Ref: G0171

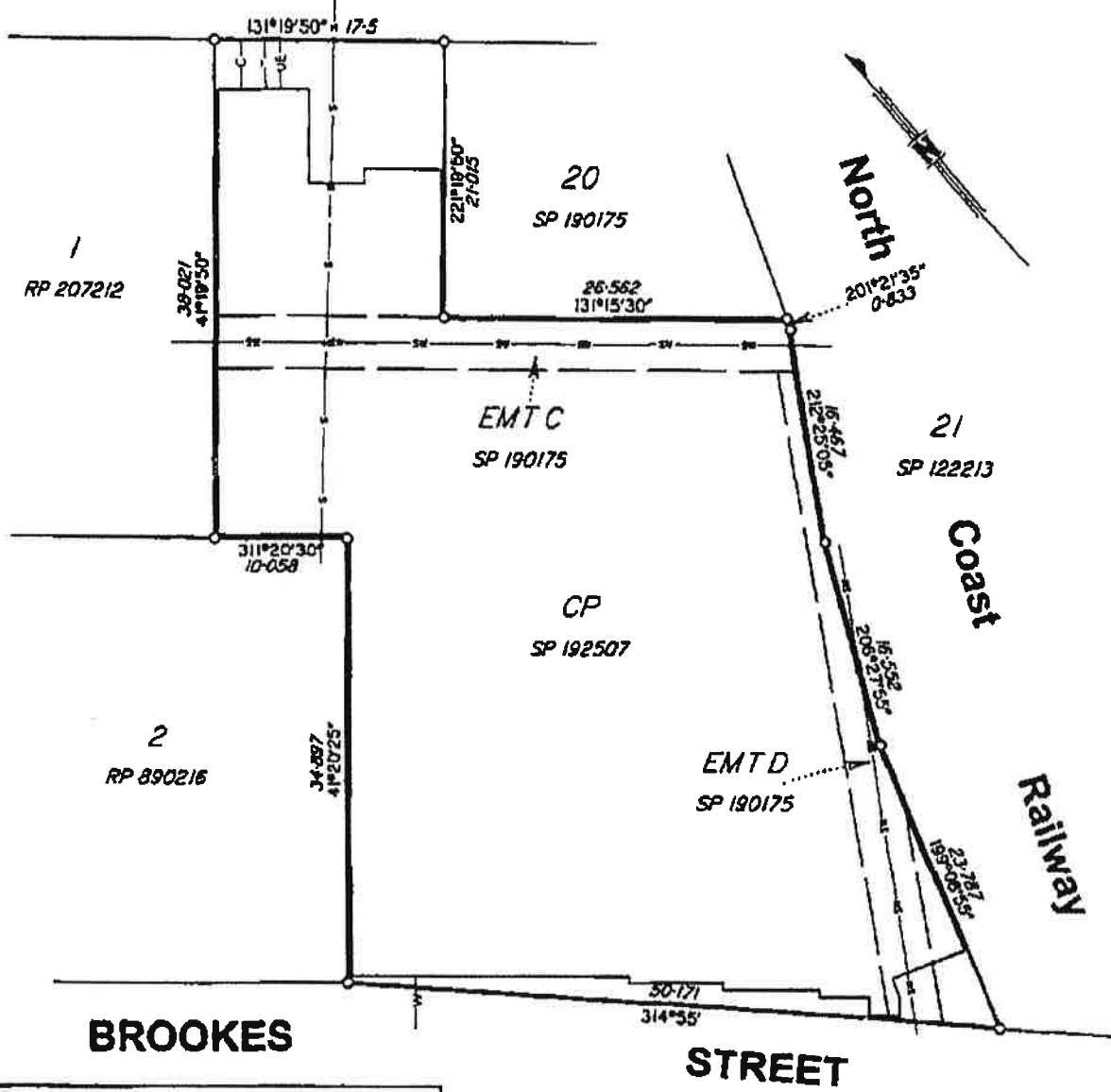
Client:
LIFETIME SECURITIES

Plan Ref:
G0171EXU4

22 22

A

PRIMROSE STREET



BROOKES STREET

	Gas Line
	Sewer Line
	Stormwater
	Electricity (overhead)
	Electricity (underground)
	Telephone
	Water

**COMMUNITY TITLE SCHEME:
SKYLINE COURT BOWEN HILLS**

AJS SURVEYS

Land Development, Planning
& Surveying Consultants
17 Judd Street, Gumdale, Qld 4154
PH: 3823 2144 FAX: 3823 2155

SERVICES LOCATION DIAGRAM

Site Address: 72-78 Brookes Street, Bowen Hills Parish of North Brisbane, County of Stanley	14/07/06 1-500- G0171	PLAN REF G0171-SLD
---	-----------------------------	------------------------------