

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

This statement incorporates and must include the following:

Office use only

- 1.1 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. CMS LABEL NUMBER

- | 1. Name of community titles Scheme | 2. Regulation module |
|---|----------------------|
| The Green Quarter Community Titles Scheme | Standard |

3. Name of Body Corporate
Body Corporate for The Green Quarter Community Title Scheme

4. Scheme land			
Lot on Plan Description	County	Parish	Title Reference
Common Property of The Green Quarter Community Title Scheme	Stanley	Toombul	To issue
Lots 1 to 12 on SP 248688	Stanley	Toombul	To issue

- | 5. # Name and address of original Owner | 6. Reference to plan lodged with this statement |
|---|---|
| Australand Northshore Pty Ltd ACN 106 214 993 of Level 3, 154 Melbourne Street, South Brisbane QLD 4101 | SP 248688 |
| # first community management statement only | |

7. Local Government community management statement notation

- signed
PAUL EAGLES..... name and designation
Chief Executive Officer
..... name of Local Government
Urban Land Development Authority
8. Execution by original Owner/Consent of Body Corporate
Australand Northshore Pty Ltd ACN 106 214 993 by its attorney
under power of attorney no. 714392978 whom has received no notice or revocation.

11 / 09 / 2012
Execution Date

Name of Attorney: **RICHARD FULMER**

*Execution

*Original Owner to execute for a first community management statement
*Body Corporate to execute for a new community management statement

Privacy Statement
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&V see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 248688	10	1117
Lot 2 on SP 248688	10	1045
Lot 3 on SP 248688	10	1045
Lot 4 on SP 248688	10	1073
Lot 5 on SP 248688	10	858
Lot 6 on SP 248688	10	869
Lot 7 on SP 248688	10	1513
Lot 8 on SP 248688	10	825
Lot 9 on SP 248688	10	1513
Lot 10 on SP 248688	10	985
Lot 11 on SP 248688	10	985
Lot 12 on SP 248688	10	875
TOTAL	120	12,703

Deciding Principle

The Contribution Schedule Lot Entitlements (CSLE) for the Scheme have been decided using the equality principle as defined in the *Body Corporate and Community Management Act 1997(Qld)* (BCCM Act).

Principles for deciding the interest schedule lot entitlements for a lot
The Interest Schedule Lot Entitlements (ISLE) reflect the respective market value of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Lots may be amalgamated or subdivided provided there is no change to the Common Property and lot entitlements are fully allocated amongst the new lots.

SCHEDULE C BY-LAWS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Term	Definition
Act	means the <i>Body Corporate and Community Management Act 1997</i> and the regulation module applying to the Scheme.
Authority	means any body, Government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
Body Corporate	means the Body Corporate created upon the establishment of the Scheme.
By-Laws	means these by-laws or any specific part of them.
Caretaker	means the person or corporation (if any) that is entered into, or is to enter into, the Caretaking and Letting Agreement.
Caretaking and Letting Agreement	means the agreement or agreements 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 and includes any agreement that replaces or extends a previous caretaking and letting agreement.
CMS	means this Community Management Statement.
Committee	means the committee of the Body Corporate appointed pursuant to the Act.
Common Property	means the common property of the Scheme.
Costs	includes any cost, charge, expense, outgoing, payment or other expenditure of any nature including:

Term	Definition
	(a) all reasonable and proper legal fees on a solicitor and own client basis; and (b) the cost of rectifying any breach, or making good any damage caused by a breach.
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 does not include a use consisting of the provision of real estate agency services.
Invitee	includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee and licensee of an Owner or Occupier.
Law	means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument (as defined in the <i>Statutory Instruments Act 1992</i> Qld) whether present or future, State, Federal or otherwise.
Lot	means: (a) a lot in the Scheme; and (b) includes all improvements constructed on a Lot.
Notice	means any notice in writing, statement in writing, any written material and any other written communication.
Occupier	has the meaning given to that term in the Act.
Original Owner	means Australand Northshore Pty Ltd ACN 106 214 993 or any person nominated by it from time to time to the Committee and on the basis that a nomination may be made in respect of a specified right to the original Owner and not all its rights..
Owner	has the meaning given to that term in the Act.
Scheme	means The Green Quarter Community Title Scheme.
Secretary	means the secretary of the Body Corporate.
Vehicle	includes motor vehicle, motor bike or any other means of motorised transport or such other mode of transport the Committee reasonably nominates as a vehicle.

1.2 Interpretation

In this document, except to the extent the context otherwise requires:

- (a) words or expressions not defined in this document but defined in the Act have the same meaning given to them in the Act;
- (b) where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (c) a singular word includes the plural and vice versa;
- (d) a word which suggests one gender includes the other gender;
- (e) a reference to a clause, schedule, or annexure is a reference to a clause of, and a schedule or annexure to, this document and references to this document include any schedules or annexures;
- (f) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (g) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (h) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (i) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

- (k) a reference to 'month' means calendar month; and
- (l) in the interpretation of this document, headings are to be disregarded.

2. USE OF LOTS

2.1 Subject to By-law 2.2, a Lot may be used only for residential purposes or, if permitted by the local government, a Home Occupation (but then only in accordance with any relevant laws and approvals).

2.2 If a Lot is used for a Home Occupation no signage to advertise the Home Occupation may be used without the prior written consent of the Committee.

2.3 An Owner must not conduct a serviced apartment, or let a Lot on an overnight or short term basis contrary to any applicable town planning or building certification laws.

3. NOISE

3.1 An Owner or Occupier must not create or permit on the Scheme land any noise likely to interfere with the peaceful enjoyment of a person lawfully using another Lot or the Common Property.

3.2 An Occupier must not hold or permit to be held any social gathering on the Scheme land which would cause any noise which unlawfully interferes with, the peace and quiet enjoyment of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Environment Protection Act 1994* (Qld).

3.3 In the event of an unavoidable noise in a Lot at any time the Occupier of the Lot must take all practical means to minimise annoyance to other Owners or Occupiers of Lots including by closing all doors, windows and curtains of his or her Lot.

3.4 Without limiting By-law 3.1:

- (a) no security alarm system installed in a Lot for the protection of the Lot may be operated (or allowed to operate) so that, if the system is activated, the alarm noise is audible outside the Lot, but the alarm signal must be by direct line to the security provider;
 - (b) all musical instruments, sound systems, television sets and the like must be controlled so that the sound arising from them is reasonable and does not cause annoyance to other Lot Owners and Occupiers of Lots on Scheme land; and
 - (c) an Owner or Occupier leaving or returning to a Lot after 10.00pm at night or before 7.00am in the morning must do so quietly and Owners and Occupiers must request their invitees to arrive or leave quietly.
- 3.5 An Occupier must take reasonable steps to ensure that the Occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

4. VEHICLES

4.1 Except if a By-law authorises an Owner or Occupier to do so, an Owner or Occupier must not, without Body Corporate written approval, park a Vehicle, or allow a Vehicle to stand, on the Common Property except in areas designated as car parking areas and in respect of which no other Owner or Occupier has exclusive use.

4.2 An approval under By-law 4.1 must state the period for which it is given.

4.3 The Body Corporate may cancel the approval by giving seven days Notice to the Owner or Occupier at any time.

4.4 An Owner or Occupier must:

- (a) ensure its Invitees' Vehicles are parked in parking bays in Common Property designated for visitor parking or in any carpark over which the Owner or Occupier has exclusive use; and
- (b) ensure those Invitees use such bays only for bona fide short term casual visitor parking; and
- (c) not permit an Invitee to otherwise park a Vehicle, or allow a Vehicle to stand, on the Common Property.

4.5 An Owner or Occupier must:

- (a) not drive or permit to be driven onto or over the Common Property a Vehicle in excess of the tonnage set from time to time by the Committee other than a Vehicle necessary to facilitate occupation of a Lot and any Vehicle otherwise permitted by law to access the Common Property;
- (b) not ride or use or permit to be ridden or used skateboards, roller blades, skates, carts or other similar recreational means of transport on or over Common Property;
- (c) not permit a Vehicle to leak oil, grease, brake fluid or other motoring fluids onto the Common Property, and if that does occur the Owner or Occupier concerned must promptly clean up the leaked fluid and if that Owner or Occupier fails to do so within a reasonable Notice period given by the Committee, the Body Corporate may cause the cleaning to be done and the cost of that cleaning is recoverable by the Body Corporate from the Owner or Occupier concerned as a debt due;

- (d) observe and ensure its Invitees observe any Vehicle speed limit, parking or road rule signs posted on Common Property;
 - (e) not bring or permit to be brought or remain on Common Property any unregistered Vehicle; and
 - (f) not permit any boat, trailer, caravan, campervan or mobile home on the Common Property or in any car parking space, unless the item can be housed out of sight.
- 4.6 Bicycles, skateboards, scooters, rollerblades, carts or similar must be stored:
 - (a) on Lots out of sight; or
 - (b) in the case of bicycles, any bicycle racks provided by the Body Corporate.
- 4.7 If permitted by the local government, then the Committee may, from time to time, designate an area of Common Property in the car park area that may be used for Vehicle washing purposes. An Owner or Occupier must not wash Vehicles on any other part of the Common Property except the area designated for use for Vehicle washing pursuant to this By-law.
- 4.8 To the extent it is lawful, the Body Corporate may cause to be towed away any illegally parked motor vehicles.
- 5. OBSTRUCTION
 - 5.1 An Owner or Occupier must not obstruct the lawful use of the Common Property by someone else. The pathways and driveways on the Common Property must not be obstructed or permitted to be obstructed by any Owner or Occupier or used by any Owner or Occupier for any purpose other than the reasonable ingress and egress to and from a Lot or Common Property.
 - 5.2 An Owner or Occupier must not interfere with or obstruct the Caretaker from:
 - (a) performing the duties or exercising the rights of the Caretaker under a Caretaking or Letting Agreement; or
 - (b) using any part of the Common Property designated by the Body Corporate for use by the Caretaker.
- 6. DAMAGE TO LANDSCAPING
 - 6.1 An Occupier must not, without Body Corporate written approval:
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or footpath; or
 - (b) use a part of the Common Property as a garden.
 - 6.2 An approval under By-law 6.1 must state the period for which it is given.
 - 6.3 The Body Corporate may cancel the approval by giving seven days Notice to the Owner or Occupier at any time.
- 7. DAMAGE/ALTERATIONS TO COMMON PROPERTY
 - 7.1 An Owner or Occupier must not, without Body Corporate written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property or Body Corporate asset.
 - 7.2 Each Occupier must notify the Body Corporate promptly of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures on the Common Property which comes to the Occupier's knowledge.
 - 7.3 The Owner or Occupier is liable to compensate the Body Corporate for all damage to the Common Property or any Body Corporate asset to the extent that damage is caused by that Owner or Occupier or an Invitee of that Owner or Occupier.
- 8. RUBBISH ON COMMON PROPERTY
 - 8.1 The Owner or Occupier must not:
 - (a) throw out or deposit or leave rubbish, dirt or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;
 - (b) throw or allow to fall, or permit to be thrown or allowed to fall, from a window, door or balcony any paper, rubbish, refuse or other article or substance.

- 8.2 Any damage or cost of cleaning or repair resulting from a breach of paragraph 8.1 is to be borne by the Owner of the Lot concerned.
9. STRUCTURAL MATTERS
- 9.1 An Owner or Occupier must not:
- (a) make any structural alteration to an improvement on a Lot (including any alteration to gas, water or electrical installations, or installation of any air-conditioning system, or work for the purpose of enclosing in any way the balcony, if any, of the Lot); or
 - (b) in any way alter the external appearance of the improvements on the Lot, or cause to be constructed or put on any part of the Lot which can be viewed from outside the Lot, any materials or items, without the Committee's prior written approval.
- 9.2 The Committee may first require copies of such certificates, plans and specifications and other information (including from an engineer or other qualified consultant) as the Committee reasonably considers necessary to enable it to consider whether grants its approval, and the Owner must satisfy such requirement.
- 9.3 All reasonable costs of the Body Corporate (including those of any consultant that may be engaged by the Body Corporate to provide advice) in considering requests for approval of fit-out or alterations under this By-law are payable by the Owner of the Lot on demand.
- 9.4 An Owner or Occupier must not do anything to affect the structural integrity of the buildings on the Scheme land.
- 9.5 The Committee:
- (a) may require the Owner or Occupier to obtain an engineer's certificate stating that the relevant proposal under this By-law, if implemented, will not affect the structural integrity of the building; and
 - (b) must not unreasonably delay or refuse consent, but may give consent subject to reasonable conditions.
10. MAINTENANCE OF LOTS
- 10.1 An Owner or Occupier:
- (a) is responsible for proper maintenance and decoration of the Lot;
 - (b) must maintain in good condition and repair the improvements constructed or installed on the Lot (and if necessary renew or replace all or part of them);
 - (c) must maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects;
 - (d) must maintain the external appearance of the Lot to the same aesthetic design and colour scheme as at the commencement of the Scheme and must not alter the external appearance of the Lot without the prior written consent of the Body Corporate Committee.
- 10.2 The Committee may by Notice to an Owner or Occupier require compliance with any one or more of the obligations in By-law 10.1.
- 10.3 If such a Notice is not complied with to the Committee's reasonable satisfaction within 14 days after it is given, the Committee may in its discretion cause the relevant work to be undertaken to achieve compliance and the Owner or Occupier (as the case may be) must immediately on demand pay to the Body Corporate the costs incurred or payable by the Body Corporate in that respect.
- 10.4 An Owner or Occupier must allow the Committee and servants and contractors of the Body Corporate access to the Lot at all reasonable times for inspection as to compliance with bylaws 10.1 and 10.2 and works under By-law 10.3 after not less than 48 hours Notice from the Committee of intention to enter onto the Lot for such a purpose.
11. WATER APPARATUS
- 11.1 An Owner or Occupier must see that all water taps on their Lot are properly turned off after use.
- 11.2 The water closets, conveniences and other water apparatus (including pipes and drains) in a Lot must not be used for a purpose other than those for which they were constructed and no sweepings, rubbish or other unsuitable substances may be deposited in them.
- 11.3 Any cost or expense resulting from damage to or blockage of such water closets, conveniences, water apparatus, pipes and drains from misuse or negligence must be borne by the Owner or Occupier of the Lot, whether caused by an act or omission of the Owner or Occupier or their invitees.

12. WINDOWS AND WINDOW COVERINGS

- 12.1 An Owner or Occupier must keep the windows of the Lot clean and promptly replace with glass of the same kind, colour and weight any that are broken or cracked.
- 12.2 No window may be covered with aluminium foil or other reflective material or tinted and, subject to any other By-law, no shutters, awnings or other window covers may be affixed externally to the building or be visible from the exterior of the building.
- 12.3 An Owner or Occupier must not hang, install, renovate or replace curtains, blinds or window treatment visible from outside the Lot unless those curtains, blinds or window treatments have a neutral coloured (such as white, off-white or light grey) and unpatterned backing material facing external areas or are of such other colour and design have been approved by the Committee.
- 12.4 In giving such approvals, the Committee must ensure, so far as is practicable, that curtain and blind backings and window treatments are a colour sympathetic to the tones of improvements on the Scheme land and are aesthetically pleasing when viewed from the Common Property, another Lot or from outside the Scheme land.

13. APPEARANCE OF LOT

- 13.1 An Occupier must not, without the Body Corporate's written approval:
- (a) hang washing, towel, bedding, clothing or another cloth article if the article, item or object (including, for example, an aerial or satellite dish) is visible from another Lot or the Common Property or from outside the Scheme land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article (whether relating to the sale or letting of the Lot or otherwise) if the article is visible from another Lot or the Common Property, or from outside the Scheme land.
- 13.2 By-law 13.1(b) does not apply to the Original Owner while it is Owner of a Lot.
- 13.3 Any externally mounted air-conditioning or mechanical plant installations are to be appropriately screened or designed where they are visible from outside the Scheme land and so as to integrate in a complementary manner with the overall design of the area in which the installation is located.

14. OTHER INSPECTION AND REPAIR OF LOTS

- 14.1 After reasonable Notice from the Body Corporate, each Owner or Occupier must permit the Committee or any contractor, subcontractor, workman or other person authorised by the Committee access to the Lot to -
- (a) inspect and test installations or equipment for the necessity for, and
- (b) carry out,
- work or repairs on mains, wires, or connections of any utility system or service, or for tracing leakages or defects, whether to that Lot or an adjoining Lot.
- 14.2 If not so permitted, such a person may effect an entry.
- 14.3 The Committee must ensure that persons entering the Lot under the powers in By-laws 14.1 and 14.2 cause as little inconvenience to the Occupier as reasonably is possible in the circumstances.

15. STORAGE OF FLAMMABLE MATERIALS

- 15.1 An Occupier must not, without Body Corporate written approval, use or store a flammable chemical, liquid, gas or other flammable substance on the Common Property or a Lot, without Body Corporate written approval, unless:
- (a) the substance is used or intended for use for lawful domestic purposes; or
- (b) the storage of fuel is of fuel in:
- (i) the tank of a Vehicle or internal combustion engine; or
- (ii) a tank kept on a Vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- 15.2 An Owner or Occupier must not bring to, do or keep anything in that Owner or Occupier's Lot which will invalidate, suspend or increase the premium for any policy of insurance in relation to the Scheme or any property on the Scheme land or which may conflict with the laws or regulations relating to fires or any insurance policy on the Scheme or any laws, regulations or ordinances of any public Authority.

16. GARBAGE DISPOSAL

16.1 Unless the Body Corporate provides some other ways of garbage disposal, an Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Occupier's Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.

16.2 An Owner and Occupier must:

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots; and
- (c) comply with all reasonable directions of the Caretaker in relation to the disposal of garbage including recyclable garbage; and
- (d) comply with any garbage removal system put in place by the Body Corporate from time to time under By-law 16.3.

16.3 Subject to obtaining any approvals which may be required from any local government, the Body Corporate may devise a rubbish removal system from time to time, covering amongst other things:

- (a) access to and use of any collection bins;
- (b) permitted means and times for disposal;
- (c) location of garbage removal;
- (d) storage or garbage;
- (e) containment of garbage;
- (f) regularity of garbage removal;
- (g) segregation of garbage; and
- (h) special garbage requirements..

17. KEEPING OF ANIMALS

17.1 Subject to section 181(1) of the Act, each Owner or Occupier is permitted to keep two pets on that Owner's or Occupier's Lot (that is, two pets per Lot), subject to the following conditions:

- (a) each pet must not weigh more than ten kilograms;
- (b) each pet must be domesticated, vaccinated, kept clean, quiet and controlled at all times, whilst within the Lot or anywhere on the Scheme land;
- (c) each pet must wear an identification tag clearly showing the pet Owner's address and telephone number ;
- (d) each pet must be kept within the Lot and must be restrained when on Common Property;
- (e) each pet must not cause a nuisance to or disturb any other Owner or Occupier or interfere with the quiet enjoyment of another Lot by its Owner or Occupier;
- (f) the pets must not urinate or defecate on Common Property nor run loose whilst on Common Property (and an owner of a pet must immediately clean up any droppings or marks left by a pet failing which the Body Corporate may undertake such clean up and charge the pet owner a cleaning fee for a breach of this condition);
- (g) an Owner or Occupier who has a pet is absolutely liable to each other Owner or Occupier and their respective Invitees for any unreasonable nuisance and injury or personal damage to property caused by any pet brought or kept upon the Scheme land by a Lot Owner or Occupier or by their Invitees and is absolutely responsible to clean up after any animal brought onto or kept on the Scheme land.

17.2 If three or more substantiated written complaints are received regarding a pet, the Committee may give a Notice to the relevant Owner or Occupier that the relevant pet must be removed from the Scheme land and the Owner or Occupier must so remove the pet within seven days after that Notice is served on the Owner or Occupier.

18. AUCTION SALES

18.1 An Owner or Occupier must not permit any auction sale of the Lot or any chattels to be conducted on or in the Lot or Common Property, without the Committee's prior written approval.

18.2 This By-law does not apply to the Original Owner (or any person to whom the Original Owner assigns its rights under this By-law).

19. ORIGINAL OWNERS SELLING RIGHTS

19.1 The original Owner and its officers, employees and agents (or any person to whom the Original Owner assigns its rights under this By-law) may -

- (a) use any Lot as a display unit;
- (b) 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; and
 - (iii) allowing people to pass over Common Property to and from any Lot in the Scheme without restriction (and in that regard may adjust or deactivate as appropriate during marketing and display unit hours any security system which would otherwise restrict such movement).

20. SUPPLY OF UTILITIES (GAS, WATER AND THE LIKE)

The Body Corporate will have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and use and to have installed, use, run and maintain a utility management system for utilities in the Scheme land and in such case:

- (a) the Body Corporate will have the power to enter into a contract for the purpose of reticulated utility (including ISP), on the most economical basis, for the whole of the Scheme land from the relevant Authority;
- (b) the Body Corporate will have the power to sell reticulated utility to each Occupier of a Lot but Occupiers are not compelled to buy electricity or other services from the Body Corporate;
- (c) the Body Corporate must arrange for the installation of a separate utility or other service meter for each Lot where an Occupier chooses to buy electricity or other utility services from the Body Corporate ;
- (d) the Body Corporate will not be required to supply to any Occupier utility requirements beyond the requirements which the relevant Authority could supply at any particular time;
- (e) in so far as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other utility service will be the total of:
 - (i) the price paid by the Body Corporate for electricity or 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 electricity or other services;
- (f) the Body Corporate will render accounts to an Occupier supplied with electricity or other utility service and such accounts will be payable to the Body Corporate within 14 days of the delivery of such accounts;
- (g) in respect of an account which has been rendered pursuant to these By-laws, an Occupier is liable, jointly and severally with any person who was liable to pay that utility account when that Occupier became the Occupier of that Lot;
- (h) if a proper account for the supply of reticulated utility is not paid by its due date for payment, then the Body Corporate will be 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 utility to the relevant Lot;
- (i) the Body Corporate will not under any circumstances whatsoever be responsible or liable for any failure of the supply of utility due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (j) the Body Corporate may, from time to time determine a security deposit to be paid by each Occupier being supplied with the reticulated utility as a guarantee against non payment of accounts for the supply of reticulated utility or money payable under this By-law.

21. EASEMENTS TO UTILITY SERVICE PROVIDERS

The Body Corporate is empowered to negotiate and enter into easements and or licences for supply installation and service of any utility service and access in favour of the suppliers of any utility service in respect of various parts of the Scheme land as necessary and to manage and regulate the use of the relevant parts of the Scheme land.

22. RULES RELATING TO COMMON PROPERTY

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

23. ACCESS TO METERS
- 23.1 If a Lot contains a meter or switchboard, an Owner or Occupier of that Lot must make such meter and switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.
24. REFUSE COLLECTION INDEMNITY
- 24.1 The Owners and Occupiers acknowledge that the Council or other relevant Authority may require that the Body Corporate:
- (a) enter into an agreement with the Brisbane City Council Waste Services (**City Waste Services**) to provide a refuse collection service to the Scheme land (**Refuse Service**); and
 - (b) provide to the Brisbane City Council or other Authority a written indemnity agreement with City Waste Services in respect of any damage caused by the Brisbane City Council or other relevant Authority (or its agents) to the pavement and other driving services caused while providing the Refuse Service.
25. DEVELOPMENT APPROVAL CONDITIONS
- 25.1 Pursuant to the terms of the Development Approval issued by the Urban Land Development Authority on 27 April 2009 (ULDA Reference No. DEV 000007_09) these by-laws are required to contain the following statements:
- (a) The landscaping is to be maintained in accordance with the approved plans and maintenance regime;
 - (b) Internal collection of refuse and recyclables remains the responsibility of the Body Corporate and Occupiers; and
 - (c) The Scheme Land is located in proximity to the Brisbane Airport and due to aircraft overflights may not be afforded the same level of amenity compared with other residential areas.
26. RESTRICTED ACCESS AREAS
- 26.1 Any parts of the Common Property used for:
- (a) electrical substations, switchrooms or control panels;
 - (b) fire service control panels;
 - (c) telephone exchanges; or
 - (d) other services to the Lots or Common Property,
- may be kept locked by the Committee (or its appointed representative) unless otherwise required by law, and persons may not enter or open such locked areas without the prior consent of the Committee.
- 26.2 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.
- 26.3 Any such areas may be locked and access is prohibited without the prior consent of the Committee.
27. INSTRUCTIONS TO CONTRACTORS
- 27.1 Owners and Occupiers must not directly instruct any contractors or workmen employed or engaged by the Body Corporate unless the Owner or Occupier has the prior written authority of the Committee.
28. APPLICATIONS ETC TO BODY CORPORATE
- All applications or complaints to the Body Corporate or the Committee must be in writing addressed to the Secretary or Body Corporate manager.
29. COMPLIANCE WITH NOTICES
- All Owners and Occupiers of Lots and their respective invitees must comply with any Notice displayed on Common Property by authority of the Body Corporate or any statutory Authority.
30. MOTIONS TO MEETINGS
- The Committee is empowered to submit a motion on any issue to general meetings of the Body Corporate.

31. REPAIRS BY BODY CORPORATE

- 31.1** If the Body Corporate expends money to make good damage caused by a breach of the Act or these By-laws by an Owner or Occupier or Invitees of the Owner or Occupier, the Committee is entitled to recover the amount expended as a debt by action in any court of competent jurisdiction from the Owner of the Lot at the time the breach occurred.

- 31.2** Where an Owner or Occupier causes a false alarm of any security system, fire alarm system (or similar system) and the Body Corporate incurs any cost the responsible Owner or Occupier must pay the Body Corporate such costs on demand and the Body Corporate is entitled to recover those costs as a liquidated debt.

32. COSTS RECOVERY

- 32.1** An Owner (which includes a mortgagee in possession) must pay on demand as a liquidated debt all the Body Corporate's costs (including legal costs on a solicitor and own client basis) and expenses (and any goods and services tax related to the costs and expenses) incurred in:

- (a) recovering levies or money payable to the Body Corporate pursuant to the Act duly levied in respect of a Lot, or on an Owner or otherwise pursuant to these By-laws;
- (b) all proceedings (including legal proceedings, and including appeals) taken by or against an Owner or Occupier, concluded in favour of the Body Corporate; or
- (c) enforcing these By-laws.

- 32.2** If an Owner (or the mortgagee in possession of the Lot) fails to pay costs and expenses demanded under By-law 32.1, the Body Corporate may do one or both of:

- (a) treat the demanded amount as a liquidated debt and take action for recovery in a competent court;
- (b) enter the demanded amount against the levy account in respect of the Lot.

33. SEVERABILITY

If it is held by a court of competent jurisdiction that -

- (a) any part of these By-laws is void, voidable, unenforceable or ultra vires; or
 - (b) these By-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,
- then that part will be severable and severed from these By-laws but without affecting the continued operation of the remainder.

34. BY-LAWS TO BE EXHIBITED

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

SCHEDULE D**OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED****DETAILS PERMITTED TO BE INCLUDED**

1. To facilitate the progressive development of the Scheme and any adjoining land owned by the original Owner, the original Owner (and those authorised by it) may, at any time, enter onto the Scheme land and to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services and, to facilitate that, the original Owner may, without limitation, carry out the following work (collectively called 'utility infrastructure works'):
 - (a) excavation and general earth works;
 - (b) construction on the Common Property of such improvements and facilities as the original Owner considers necessary to establish utility infrastructure and utility services; and
 - (c) construction of improvements and making connections to an existing improvements on other land being developed by the original Owner.
2. The original Owner (and those authorised by it) may bring on to the Scheme land any machinery, tools, equipment, Vehicles and workmen to facilitate the carrying out of the utility infrastructure works.
3. The original Owner will use reasonable endeavours to ensure that the utility infrastructure works will be carried out in a manner that minimises (so far as is practical) inconvenience to Owners and Occupiers of Lots.

4. The Body Corporate and each Owner and Occupier of Lots agree not to make any objection or any claim against the original Owner in respect of any noise, dust, traffic or nuisance of any type, which may arise in connection with the utility infrastructure works.
5. Until the end of construction on the Scheme land that affects the Scheme or any land immediately adjoining the Scheme land, the original Owner and/or Body Corporate may:
- (a) restrict or prohibit access by Owners and Occupiers of Lots to or through all or parts of the Scheme land or on other land adjoining the Scheme land being developed by the original Owner on which that construction is taking place, and permit access to the Scheme land only by routes considered safe and practical; and
- (b) permit the original Owner (and those authorised by it) to use parts of the Scheme land or nearby or adjoining land for support, scaffolding, construction access and construction accommodation and storage, for the purpose of or in connection with such construction, and
- the Body Corporate and each Owner and Occupier may not object.
6. Words and expressions defined in the *Body Corporate and Community Management Act 1997* (Qld) have the same meaning in this Schedule D.

DETAILS REQUIRED TO BE INCLUDED

The location of service easements is as shown on the attached services location diagram.

The Lots affected, or proposed to be affected, by statutory easements are shown in the following table:

Type of statutory easement	Lots affected
Support	Lots 1 to 12 on SP 248688 and Common Property of the Scheme
Utility services and utility infrastructure (including any telecommunications equipment)	Lots 1 to 12 on SP 248688 and Common Property of the Scheme
Shelter	Lots 1 to 12 on SP 248688 and Common Property of the Scheme
Projections	Lots 1 to 12 on SP 248688 and Common Property of the Scheme
Maintenance of building close to boundary	Lots 1 to 12 on SP 248688 and Common Property of the Scheme

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

Nil

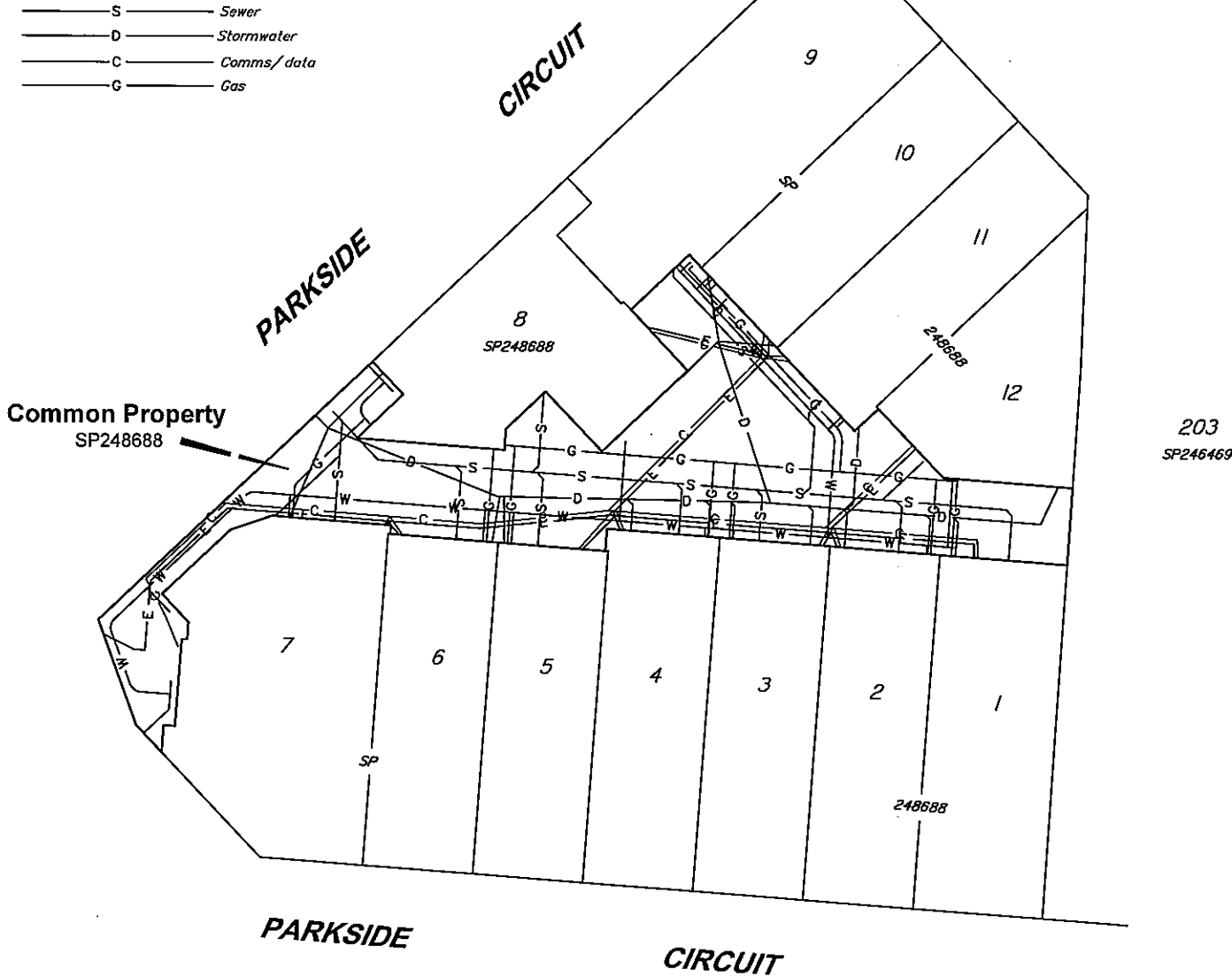
UTILITY SERVICES

LEGEND

W	Water
E	U/G elec
S	Sewer
D	Stormwater
C	Comms/ data
G	Gas

SERVICES LOCATION DIAGRAM

"THE GREEN QUARTER" CTS



BENNETT + BENNETT Property Consultants, Surveyors + Town Planners All mail to: PO Box 5021, GCMC., Qld. 9728 mail@bennettandbennett.com.au		
GOLD COAST OFFICE 95 Upton Street, Bundall, 4217 Ph (07) 5574 0733		
COOMERA OFFICE 9 Jovan Street, Coomera, 4209 Ph (07) 5573 6177		
BRISBANE OFFICE Suite 1, 189 Kelvin Grove Road Kelvin Grove, 4059 Ph (07) 3539 7200		
IPSWICH OFFICE Suite 5, 5-11 Downes Street North Ipswich, 4305 Ph (07) 3202 1676		
SUNSHINE COAST OFFICE Suite 1.0, 20 Innovation Parkway, Birtinya, 4575 Ph (07) 5439 8194		
Rev	Date	
A	Added Extra Services	11/09/2012
B	Added Communication line	17/09/2012
NOTES: 1. Drawn to Scale on A3 sheet 2. Community Titles Scheme . . "The Green Quarter" CTS 3. This service location diagram shows the Indicative location of utility services within the Lots & Common Property external to any building or structures as required by section 66(1) of the BCCM Act and should not be used for any other purpose. 4. Services shown are plotted from plans provided by the builder & not verified by field survey.		
TITLE Services Location Diagram in the Common Property of "The Green Quarter" CTS		
CLIENT AUSTRALAND		
Drawn	DJ	Parish TOOMBUL
Surv'd	CS	County STANLEY
Approved	CS	Job Ref. 08257
L/Book	Comp File	
Date	Dwg File	
10/09/2012	08257SLD2_B	
SCALE	PLAN No.	Rev.
1:300	27	B