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BE 460

Information about privacy in relation to the department's website.

- | 1. Nature of request | Lodger (Name, address, E-mail & phone number) | | Lodger Code |
|--|--|--|-------------|
| Request to record First Community Management Statement for Unilodge St Lucia Community Titles Scheme | Warlow Scott
GPO Box 2495
Brisbane Qld 4001
Ph: 3002 7444 | | BE148A |
-
- | 2. Lot on Plan Description | County | Parish | Title Reference |
|----------------------------|---------|---------------|-----------------|
| Lot 1 on RP 107031 | Stanley | Indooroopilly | 14300127 |
| Lot 2 on RP 107031 | Stanley | Indooroopilly | 14312239 |
-
3. Registered Proprietor/State Lessee
- ASPECT PROPERTY GROUP AUST PTY LTD A.C.N. 099 103 161 TRUSTEE UNDER INSTRUMENTS 711832960 & 711832961
-
4. Interest
- FEE SIMPLE
-
5. Applicant
- ASPECT PROPERTY GROUP AUST PTY LTD A.C.N. 099 103 161 TRUSTEE UNDER INSTRUMENTS 711832960 & 711832961
-
6. Request
- I hereby request that: the First Community Management Statement produced with this request be recorded as the Community Management Statement for Unilodge St Lucia Community Titles Scheme and that c/- DCS Body Corporate Management, PO Box 305, Sherwood Qld 4075 be recorded as the address for service of notices on the body corporate

7. Execution by applicant

02, 7, 10
Execution DateAspect Property Group Aust Pty Ltd
ACN 099 103 161 AS TRUSTEE
UNDER INSTRUMENTS 711832960 and
711832961
.....
Applicant's or Solicitor's Signature

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

SOLE DIRECTOR

THIS STATEMENT MUST BE LODGED TOGETHER

This statement incorporates and must include the following:

41752

- 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

UNILODGE ST LUCIA COMMUNITY TITLES SCHEME

2. Regulation module

ACCOMMODATION

3. Name of body corporate

BODY CORPORATE FOR UNILODGE ST LUCIA COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Unilodge St Lucia Community Titles Scheme	Stanley	Indooroopilly	To issue 14300127 & 14312239
Lots 1 to 72 on SP 235129	Stanley	Indooroopilly	To issue 14300127 & 14312239

5. #Name and address of original owner

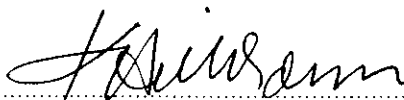
ASPECT PROPERTY GROUP AUST PTY LTD A.C.N.
099 103 161 TRUSTEE UNDER INSTRUMENTS
711832960 & 711832961 c/- PO Box 2194, Toowong Qld
4066

6. Reference to plan lodged with this statement

SP 235129

first community management statement only

7. Local Government community management statement notation

 signed
 Kerri Heilbronn, Principal Urban Planner name and designation
 Brisbane City Council name of Local Government

8. Execution by original owner/Consent of body corporate

ASPECT PROPERTY GROUP AUST PTY LTD
ACN 099 103 161 AS TRUSTEE UNDER
INSTRUMENTS 711832960 + 711832961

22, 7, 10
Execution Date

SOLE DIRECTOR

*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&W see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 235129	1	1
Lot 2 on SP 235129	1	1
Lot 3 on SP 235129	1	1
Lot 4 on SP 235129	1	1
Lot 5 on SP 235129	1	1
Lot 6 on SP 235129	1	1
Lot 7 on SP 235129	1	1
Lot 8 on SP 235129	1	1
Lot 9 on SP 235129	1	1
Lot 10 on SP 235129	1	1
Lot 11 on SP 235129	1	1
Lot 12 on SP 235129	1	1
Lot 13 on SP 235129	1	1
Lot 14 on SP 235129	1	1
Lot 15 on SP 235129	1	1
Lot 16 on SP 235129	1	1
Lot 17 on SP 235129	1	1
Lot 18 on SP 235129	1	1
Lot 19 on SP 235129	1	1
Lot 20 on SP 235129	1	1
Lot 21 on SP 235129	1	1
Lot 22 on SP 235129	1	1
Lot 23 on SP 235129	1	1
Lot 24 on SP 235129	1	1
Lot 25 on SP 235129	1	1
Lot 26 on SP 235129	1	1
Lot 27 on SP 235129	1	1
Lot 28 on SP 235129	1	1
Lot 29 on SP 235129	1	1
Lot 30 on SP 235129	1	1
Lot 31 on SP 235129	1	1
Lot 32 on SP 235129	1	1
Lot 33 on SP 235129	1	1
Lot 34 on SP 235129	1	1
Lot 35 on SP 235129	1	1
Lot 36 on SP 235129	1	1
Lot 37 on SP 235129	1	1
Lot 38 on SP 235129	1	1
Lot 39 on SP 235129	1	1
Lot 40 on SP 235129	1	1

Lot 41 on SP 235129	1	1
Lot 42 on SP 235129	1	1
Lot 43 on SP 235129	1	1
Lot 44 on SP 235129	1	1
Lot 45 on SP 235129	1	1
Lot 46 on SP 235129	1	1
Lot 47 on SP 235129	1	1
Lot 48 on SP 235129	1	1
Lot 49 on SP 235129	1	1
Lot 50 on SP 235129	1	1
Lot 51 on SP 235129	1	1
Lot 52 on SP 235129	1	1
Lot 53 on SP 235129	1	1
Lot 54 on SP 235129	1	1
Lot 55 on SP 235129	1	1
Lot 56 on SP 235129	1	1
Lot 57 on SP 235129	1	1
Lot 58 on SP 235129	1	1
Lot 59 on SP 235129	1	1
Lot 60 on SP 235129	1	1
Lot 61 on SP 235129	1	1
Lot 62 on SP 235129	1	1
Lot 63 on SP 235129	1	1
Lot 64 on SP 235129	1	1
Lot 65 on SP 235129	1	1
Lot 66 on SP 235129	1	1
Lot 67 on SP 235129	1	1
Lot 68 on SP 235129	1	1
Lot 69 on SP 235129	1	1
Lot 70 on SP 235129	1	1
Lot 71 on SP 235129	1	1
Lot 72 on SP 235129	1	1
TOTALS	72	72

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. Section 66(1)(d)(i), Section 66(1)(f) and Section 66(1)(g) of the *Body Corporate and Community Management Act 1997* are not applicable. Delete the words in brackets beside the sections, and the relevant sections as appropriate.

SCHEDULE C BY-LAWS

1. DEFINITIONS

- 1.1 In these By-laws the following terms have the following meaning unless the context otherwise requires:

"Act" means the Body Corporate and Community Management Act 1997 as amended from time to time.

"Body Corporate" means the body corporate for the Scheme established pursuant to the Act.

"Building" means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.

"By-laws" means the By-laws for the Scheme.

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

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

"Common Property" means the common property for the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"Lot" means a lot in the Scheme.

"Plan" means the registered Survey Plan for the Scheme Land.

"Scheme" means the community title scheme for Unilodge St Lucia.

"Scheme Land" means the land contained within the Scheme.

"Secretary" means the secretary of the Body Corporate.

2. NOISE

- 2.1 The owner or occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3. VEHICLES AND PARKING

- 3.1 The occupier of a lot must not, without the body corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand, on the common property, or
 - (b) 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.
- 3.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 3.3 A minimum of 18 visitor car parking spaces must remain available for use at all times by bona-fide visitors, guests or invitees of the Owners or Occupiers of the Lots, and are not to be included within an exclusive use area or Lot. The 18 designated visitor car parking spaces within the Scheme must be maintained for that purposes and according to the following:
- (a) The space must remain unenclosed to allow for unrestricted access for visitors to the Scheme;
 - (b) The Scheme entrance and visitor parking bays are not to be fitted within a roller door, gate or similar device preventing access to visitor parking bays; and
 - (c) No visitor parking space shall be included in any exclusive use area.
- 3.4 Despite any other By-Law, designated visitor parking must remain available at all times for the sole use of visitor vehicles. Visitor car parking bays are not to be fitted with a roller door, gate or similar device preventing access to visitor parking bays.

- 3.5 The driveways, associated landscaping and vehicle turning areas as shown on the approved plans for the Scheme shall form part of the common property and shall not be designated for the exclusive use of any dwelling unit.
- 3.6 The Body Corporate must maintain:
- (a) directional visitors' parking signage at the vehicle entrance to the Scheme, adjacent to or clearly visible from the vehicle entrance to the Scheme;
 - (b) a suitable lighting system to operate from dusk to dawn for the driveway between the vehicle entrance to the site and the visitors' car parking spaces; and
 - (c) the acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic, so as to prevent environmental nuisance.
- 3.7 No gates or similar devices are to be placed at the vehicle entry of the Scheme preventing vehicle access to the Scheme Land.
- 3.8 The Body Corporate must ensure that all sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter.

4. OBSTRUCTION

- 4.1 The owner or occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

5. DAMAGE TO LAWNS, ETC

- 5.1 The owner or occupier of a Lot must not without the Body Corporate's written approval:
- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (b) use a part of the Common Property as a garden.
- 5.2 An approval under subsection (1) must state the period for which it is given.
- 5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

6. LANDSCAPING

- 6.1 Landscaping is to be maintained generally in accordance with the approved detailed landscape plans for the Scheme.
- 6.2 Existing trees within the Body Corporate are to be retained and protected, and no work is to be carried out on, or within the drip line of these trees, unless written approval is obtained from the Landscape Architect, Development Assessment, Brisbane City Council.
- 6.3 The trees are to be maintained in accordance with an approved annual maintenance regime prepared by a qualified arborist.

7. DAMAGE TO COMMON PROPERTY

- 7.1 An owner or occupier of a Lot must not, without the Body Corporate's 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.
- 7.2 However, an owner or occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.
- 7.3 The owner or occupier of a Lot must keep a device installed under subsection (2) in good order and repair.

8. BEHAVIOUR OF INVITEES

8.1 An owner or occupier of a Lot 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.

9. LEAVING OF RUBBISH ETC ON COMMON PROPERTY

9.1 The owner or occupier of a Lot must not leave rubbish 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.

9.2 Refuse and recyclable bins are to be stored within the refuse bin store area located within basement 1, accessed via Walcott Street only, as indicated on the approved drawing for Basement 1, Plan Number A1-203 Issue 1 dated 26 May 2009.

10. APPEARANCE OF LOT

10.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

10.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) 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; or
- (b) 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.

10.3 By-Law 10.2(b) does not apply to any caretaker or letting agent appointed by the Body Corporate.

11. STORAGE OF FLAMMABLE MATERIALS

11.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

11.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

11.3 However, this section does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

12. GARBAGE DISPOSAL

12.1 Unless the Body Corporate provides some other way of garbage disposal, the owner or occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.

12.2 The owner or occupier of a Lot 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.

12.3 The Body Corporate shall enter into an arrangement with Brisbane City Council's Waste Services to provide a bulk bin collection service to the Scheme for all residential uses. The Body Corporate and Owners indemnify Brisbane City Council (and its agents) in respect of any damage to the pavement and other driving surfaces. The

Body Corporate agrees to notify all Owners that the development has been approved on the basis that the indemnity hereinbefore mentioned is provided for refuse collection vehicles to enter the Scheme Land.

13. KEEPING OF ANIMALS

13.1 The owner or occupier of a lot must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the lot or the Common Property; or
- (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.

13.2 The owner or occupier must obtain the Body Corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property.

14. OBJECTS KEPT IN STAIRWAYS

14.1 An owner or occupier must not leave any object of any description in the common stairways. In the event that objects are left in the common stairways, any owner or occupier shall immediately remove such object.

15. USE OF LOTS

15.1 Subject to any exclusions contained in these By-laws an owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

15.2 Despite the foregoing, any caretaker or on site manager may occupy a lot in the Scheme and operate a letting service and general caretaking operations from the designated lot as authorised by the Body Corporate from time to time or any other area that the caretaker or on site manager is authorised to occupy whether by occupation authority or lease, or otherwise.

16. USE OF RADIOS, ETC

16.1 An owner or occupier of a Lot 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.

17. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

17.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

18. ALTERATIONS TO THE EXTERIOR OF LOTS

18.1 Where an owner proposes to carry out work, which will alter the exterior of any Lot, he shall follow the procedure set out below:

- (a) Apply in writing to the Body Corporate outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
- (b) The Body Corporate on behalf of the owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best endeavours to ensure that the architect gives a decision promptly.
- (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the owner shall not be entitled to make the alterations proposed.

- (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
- (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the owner seeking to make the alteration.

19. BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS

- 19.1 An owner or occupier of a Lot shall not construct or permit the construction or erection of any balcony, terrace, fence, pergola, screen, external blind or awning of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Building.
- 19.2 The owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot owner should the fence fall into disrepair.
- 19.3 All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Design – Low Density, Character and Low-medium Density Code" and clearly depicted on the approved drawings.
- 19.4 Screening for any externally mounted air conditioning or mechanical plan installations must be maintained in accordance with the following requirements:
 - (a) No unscreened installations on the Scheme Land are to be visible from any surrounding sites;
 - (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the development package for the Scheme and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

20. MAINTENANCE RESPONSIBILITY OF ALTERATIONS TO COMMON PROPERTY

- 20.1 Any alteration made to Common Property or fixture or fitting attached to Common Property by an owner of a Lot, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot.

21. MAINTENANCE OF LOTS

- 21.1 Each owner shall be responsible for the maintenance of his Lot and shall ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

22. REPLACEMENT OF GLASS

- 22.1 Windows shall be kept clean by the owner or occupier of a Lot and promptly replaced by the owner of the Lot with fresh glass of the same kind and weight as originally installed.

23. BEHAVIOUR OF INVITEES

- 23.1 An 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 of another Lot or of any person lawfully using Common Property.
- 23.2 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 personal property vested in it caused by such owner or their invitees.

- 23.3 An owner or occupier of Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence 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.
- 23.4 The duties and obligations imposed by these By-laws on an owner of a Lot shall be observed not only by the owner but also by the guests, servants, employees, agents, children, invitees and licensees of such owner.
- 23.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner of any Lot 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 owner of the Lot at the time when the breach occurred.
- 23.6 An owner or occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm.
- 24. WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS**
- 24.1 An owner or occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An owner or occupier of a Lot shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetic appearance when viewed from Common Property or any other Lot.
- 25. AUCTION SALES**
- 25.1 An owner of a Lot shall 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.
- 26. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE**
- 26.1 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.
- 27. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST**
- 27.1 Where any Lot or Common Property is leased or rented, otherwise than to an owner of a Lot, 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.
- 28. RECOVERY OF COSTS**
- 28.1 An 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 owner by the Body Corporate pursuant to the Act.
- 28.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an owner to the Body Corporate.
- 28.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-Laws shall be deemed to be a debt due by the owner of the Lot whose occupier caused such expense to the Body Corporate.
- 29. POWER OF BODY CORPORATE COMMITTEE**
- 29.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the owners of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 29.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

30. AIR CONDITIONING

30.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.

31. SALE OF LOTS

31.1 Despite any other By-Law the original owner, its agents and any person authorised by it may:

- (a) use any Lot it owns as a display Lot and sales Lot;
- (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and
- (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.

31.2 Despite any other By-Law any other owner of a Lot may not erect any sign indicating sale of a Lot within 12 months of registration of the Scheme.

32. PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE

32.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem/internet services to the Scheme Land and to enter into agreements with the providers of such services, or appoint managers in relation to such services as deemed acceptable by the Committee from time to time.

33. RIGHT OF ENTRY

33.1 An owner or occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes (including inspection and works) associated with the Body Corporate, the Building and the By-Laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable. Despite the foregoing, no notice shall be required in the case of emergency.

33.2 The Body Corporate shall ensure as little disruption is caused to the owner or occupier of a Lot when exercising any rights of entry.

34. HOT WATER, GAS & ELECTRICITY CONSUMPTION

34.1 The Body Corporate may enter into agreements for the supply of hot water, electricity and gas to owners and occupiers of the Lots in the Scheme.

34.2 The Body Corporate has the power to sell hot water, gas and electricity to each Lot and to charge the owner or occupier for all hot water, gas and electricity consumption, including associated operating expenses, for their respective lot ("Consumption Charges").

34.3 The owners and occupiers must purchase and use all hot water, gas and electricity consumed in their lot direct from the Body Corporate if the Body Corporate has entered into an agreement to provide such hot water, gas and electricity.

34.4 If an owner or occupier of a Lot does not agree to purchase and use all hot water, gas or electricity consumed in their lot from the Body Corporate under terms acceptable to the Body Corporate, then the Body Corporate will be under no obligation to supply hot water, gas or electricity to the Lot, and is entitled to enter upon the Lot and disconnect or discontinue the supply to that lot and neither the Body Corporate, the Body Corporate Committee or the Body Corporate Manager shall, under any circumstances whatsoever, be held responsible or liable for any loss or grievance incurred by an owner or occupier of a Lot as a result of the disconnection or discontinuance of the supply.

- 34.5 The Body Corporate shall arrange for the installation of a separate meter in each Lot to measure the consumption.
- 34.6 The Body Corporate and its authorised parties shall be entitled to enter upon any Lot for all purposes associated with the Body Corporate's right to charge Consumption Charges including but not limited to the installation, maintenance, upgrade and repair of infrastructure for the supply of hot water, gas and electricity, and the installation, reading and maintenance of meters.
- 34.7 The Body Corporate shall render accounts to each owner or occupier of a Lot for Consumption Charges, and such accounts shall be payable to the Body Corporate by the owner or occupier as and when determined by the Body Corporate from time to time.
- 34.8 If an owner or occupier of a Lot does not pay the Consumption Charges for their Lot as and when due, then the Body Corporate is entitled to enter upon the Lot and disconnect or discontinue the supply of hot water, gas or electricity to that Lot.
- 34.9 If an owner or occupier of a Lot does not pay the Consumption Charges for their Lot as and when due, the Body Corporate may recover any unpaid Consumption Charges from the owner or occupier as a liquidated debt, including in any Court of competent jurisdiction.
- 34.10 An owner or occupier of a Lot shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs calculated on an indemnity basis), which amount shall be deemed to be a liquidated debt due, in recovering all and any unpaid Consumption Charges levied by the Body Corporate under By Law.
- 34.11 To remove any doubt, in respect of an account which has been rendered by the Body Corporate under this By Law, the owner or occupier of a Lot is liable jointly and severally with any person who was liable to pay the Consumption Charges when that owner or occupier became the owner or occupier of that Lot.
- 34.12 Neither the Body Corporate, the Body Corporate Committee or the Body Corporate Manager shall, under any circumstances whatsoever:
- (a) be held responsible or liable for any loss or grievance resulting in any way of any Consumption Charges which were unpaid when that owner or occupier became the owner or occupier of that Lot;
 - (b) be responsible or liable for any failure in the supply of hot water, gas or electricity due to any breakdowns, repairs, maintenance, strikes, accidents or other causes of any class or description; or
 - (c) be responsible or liable for any loss or grievance incurred by anyone as a result of the body corporate exercising its rights under this By-law.
- 34.13 The body corporate may, from time to time, determine a security deposit to be paid by the owner or occupier of a Lot as a guarantee against non-payment of accounts for Consumption Charges, or monies payable under this By Law.
- 34.14 The Body Corporate shall not be obliged to provide or supply hot water, gas or electricity and unless the Body Corporate elects to exercise its right to supply these services the owner or occupier of the Lot must arrange supply direct from the appropriate service provider.
- 34.15 The Body Corporate may chose any supplier for the purposes of supplying hot water, gas or electricity, and is under no obligation to provide an option of an alternative supplier or charging system.
- 35. CARETAKER AND LETTING AGENTS' EQUIPMENT**
- 35.1 Any caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, pool cleaning, vending machines, internet and phone equipment and cleaning equipment.

36. RECREATION AREAS

- 36.1 The recreational areas of the Common Property shall be used by an owner or occupier of the Lot subject to the following:
- (a) no person shall behave in an offensive manner within such areas;
 - (b) the hours of operation of any recreation areas shall be as determined by the Committee;
 - (c) dress standards may be imposed by the Committee from time to time; and
 - (d) no person shall operate, adjust or interfere with the operation of any of the equipment on the Common Property.

37. BODY CORPORATE AGREEMENTS

- 37.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:
- (a) an agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
 - (b) an agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;
 - (c) an agreement with the original owner concerning the further development of the Scheme Land and the recording of any new community management statement;
 - (d) an agreement with any party concerning the utility infrastructure and its supply and maintenance;
 - (e) an agreement with any energy supplier;
 - (f) an agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
 - (g) an agreement to grant any licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot owner.

38. EXCLUSIVE USE

- 38.1 The occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "A" attached to schedule E.
- 38.2 The occupier of a Lot which has the benefit of an exclusive use area must keep that area clean, tidy and in good repair.
- 38.3 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.

39. RIGHTS OF CARETAKER AND LETTING AGENT

- 39.1 Any caretaker or letting agent appointed by the Body Corporate will have the right to operate vending machines on the Common Property.
- 39.2 The Caretaker and Letting Agent may erect or install signage in the Complex provided that:
- (a) the Caretaker or Letting Agent obtains the prior written consent of the Body Corporate prior to the erection or installation of any signage, such consent is not to be unreasonably withheld;

- (b) the Caretaker and Letting Agent must obtain all the necessary approvals and permits for the erection or installation of the signage from the relevant authorities at the Caretaker or Letting Agent's cost; and
- (c) if the Caretaker's Agreement or Letting Agreement were terminated or otherwise comes to an end, the Caretaker or Letting Agent must remove all signage installed by the Caretaker or Letting Agent at the Caretaker or Letting Agent's cost. The Caretaker or Letting Agent must make good any damage caused in the removal of the signage.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. The location of service easements are shown in the attached services location diagram.
2. The Lots affected or proposed to be affected by statutory easements are shown in the following table:

Type of Statutory Easement	Lots Affected
Telecommunications	Lots 1 to 72 & Common Property on SP 235129
Electricity	Lots 1 to 72 & Common Property on SP 235129
Gas	Lots 1 to 72 & Common Property on SP 235129
Sewerage	Lots 1 to 72 & Common Property on SP 235129
Water	Lots 1 to 72 & Common Property on SP 235129
Support and Shelter	Lots 1 to 72 & Common Property on SP 235129

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

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 235129	Area CP1 on Sketch marked A	Car park
Lot 2 on SP 235129	Area CP2 on Sketch marked A	Car park
Lot 3 on SP 235129	Area CP3 on Sketch marked A	Car park
Lot 4 on SP 235129	Area CP4 on Sketch marked A	Car park
Lot 5 on SP 235129	Area CP5 on Sketch marked A	Car park
Lot 6 on SP 235129	Area CP6 on Sketch marked A	Car park
Lot 7 on SP 235129	Area CP7 on Sketch marked A	Car park
Lot 8 on SP 235129	Area CP8 on Sketch marked A	Car park
Lot 9 on SP 235129	Area CP9 on Sketch marked A	Car park
Lot 10 on SP 235129	Area CP10 on Sketch marked A	Car park
Lot 11 on SP 235129	Area CP11 on Sketch marked A	Car park
Lot 12 on SP 235129	Area CP12 on Sketch marked A	Car park

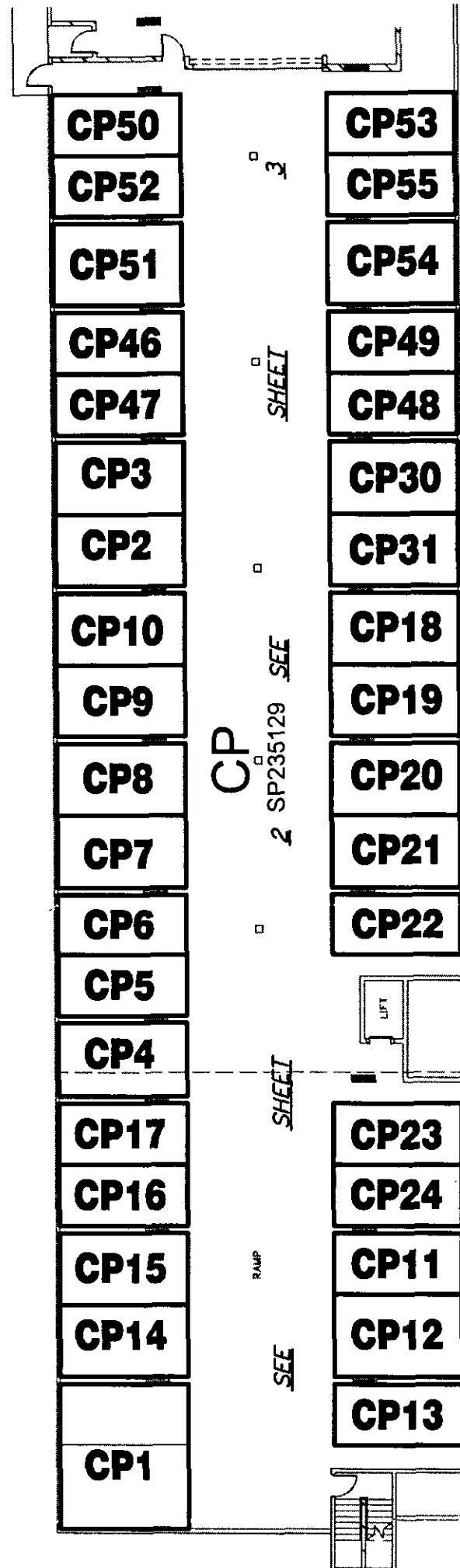
Lot on Plan	Exclusive Use Area	Purpose
Lot 13 on SP 235129	Area CP13 on Sketch marked A	Car park
Lot 14 on SP 235129	Area CP14 on Sketch marked A	Car park
Lot 15 on SP 235129	Area CP15 on Sketch marked A	Car park
Lot 16 on SP 235129	Area CP16 on Sketch marked A	Car park
Lot 17 on SP 235129	Area CP17 on Sketch marked A	Car park
Lot 18 on SP 235129	Area CP18 on Sketch marked A	Car park
Lot 19 on SP 235129	Area CP19 on Sketch marked A	Car park
Lot 20 on SP 235129	Area CP20 on Sketch marked A	Car park
Lot 21 on SP 235129	Area CP21 on Sketch marked A	Car park
Lot 22 on SP 235129	Area CP22 on Sketch marked A	Car park
Lot 23 on SP 235129	Area CP23 on Sketch marked A	Car park
Lot 24 on SP 235129	Area CP24 on Sketch marked A	Car park
Lot 25 on SP 235129	Area CP25 on Sketch marked B	Car park
Lot 26 on SP 235129	Area CP26 on Sketch marked B	Car park
Lot 27 on SP 235129	Area CP27 on Sketch marked B	Car park
Lot 28 on SP 235129	Area CP28 on Sketch marked B	Car park
Lot 29 on SP 235129	Area CP29 on Sketch marked B	Car park
Lot 30 on SP 235129	Area CP30 on Sketch marked A	Car park
Lot 31 on SP 235129	Area CP31 on Sketch marked A	Car park
Lot 32 on SP 235129	Area CP32 on Sketch marked B	Car park
Lot 33 on SP 235129	Area CP33 on Sketch marked B	Car park
Lot 34 on SP 235129	Area CP34 on Sketch marked B	Car park
Lot 35 on SP 235129	Area CP35 on Sketch marked B	Car park
Lot 36 on SP 235129	Area CP36 on Sketch marked B	Car park
Lot 37 on SP 235129	Area CP37 on Sketch marked B	Car park
Lot 38 on SP 235129	Area CP38 on Sketch marked B	Car park
Lot 39 on SP 235129	Area CP39 on Sketch marked B	Car park
Lot 40 on SP 235129	Area CP40 on Sketch marked B	Car park
Lot 41 on SP 235129	Area CP41 on Sketch marked B	Car park

Lot on Plan	Exclusive Use Area	Purpose
Lot 42 on SP 235129	Area CP42 on Sketch marked B	Car park
Lot 43 on SP 235129	Area CP43 on Sketch marked B	Car park
Lot 44 on SP 235129	Area CP44 on Sketch marked B	Car park
Lot 45 on SP 235129	Area CP45 on Sketch marked B	Car park
Lot 46 on SP 235129	Area CP46 on Sketch marked A	Car park
Lot 47 on SP 235129	Area CP47 on Sketch marked A	Car park
Lot 48 on SP 235129	Area CP48 on Sketch marked A	Car park
Lot 49 on SP 235129	Area CP49 on Sketch marked A	Car park
Lot 50 on SP 235129	Area CP50 on Sketch marked A	Car park
Lot 51 on SP 235129	Area CP51 on Sketch marked A	Car park
Lot 52 on SP 235129	Area CP52 on Sketch marked A	Car park
Lot 53 on SP 235129	Area CP53 on Sketch marked A	Car park
Lot 54 on SP 235129	Area CP54 on Sketch marked A	Car park
Lot 55 on SP 235129	Area CP55 on Sketch marked A	Car park
Lot 56 on SP 235129	Area CP56 on Sketch marked B	Car park
Lot 57 on SP 235129	Area CP57 on Sketch marked B	Car park
Lot 58 on SP 235129	Area CP58 on Sketch marked B	Car park
Lot 59 on SP 235129	Area CP59 on Sketch marked B	Car park
Lot 60 on SP 235129	Area CP60 on Sketch marked B	Car park
Lot 61 on SP 235129	Area CP61 on Sketch marked B	Car park
Lot 62 on SP 235129	Area CP62 on Sketch marked B	Car park
Lot 63 on SP 235129	Area CP63 on Sketch marked B	Car park
Lot 64 on SP 235129	Area CP64 on Sketch marked B	Car park
Lot 65 on SP 235129	Area CP65 on Sketch marked B	Car park
Lot 66 on SP 235129	Area CP66 on Sketch marked B	Car park
Lot 67 on SP 235129	Area CP67 on Sketch marked B	Car park
Lot 68 on SP 235129	Area CP68 on Sketch marked B	Car park
Lot 69 on SP 235129	Area CP69 on Sketch marked B	Car park
Lot 70 on SP 235129	Area CP70 on Sketch marked B	Car park

Lot on Plan	Exclusive Use Area	Purpose
Lot 71 on SP 235129	Area CP71 on Sketch marked B	Car park
Lot 72 on SP 235129	Area CP72 on Sketch marked B	Car park

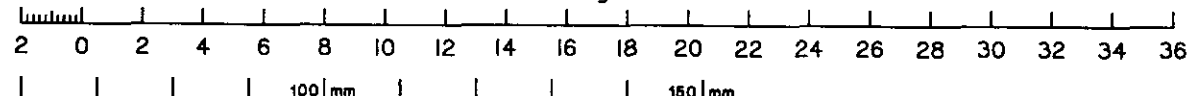
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17/23



SIMPSON RAYNER SURVEYS PTY. LTD. A.C.N. 078 818 167
 certify that the details shown on this sketch
 plan are correct.
Richard 24.8.2010
 Cadastral Surveyor Date

Scale 1:250 – Lengths are in Metres.



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
PASSED	<i>Richard</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

SIMPSON RAYNER SURVEYS
 SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
 CADASTRAL LAND SURVEYORS, PLANNERS
 AND LAND DEVELOPMENT CONSULTANTS
 5/M53 Metroplex Avenue, MURARRIE Q 4172
 Telephone (07) 3899 8105 Fax. (07) 3899 8107
 Email: info@srsurveys.com.au

**PLAN OF EXCLUSIVE USE
 AREAS ON LEVEL A IN
 COMMON PROPERTY ON SP235129**
"UNILODGE ST LUCIA" CTS.....
 PARISH INDOOROOPILLY COUNTY STANLEY

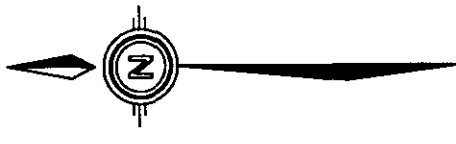
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JOB NO. 08273	DWG FILE SR100189	DRAWN
	DATE 20/8/2010	S.R.P.D.
HORIZONTAL DATUM SP235129	VERTICAL DATUM	CHECK
SCALE 1:250	PLAN REF. 08273 A3/4	A.T.W.

DRAWN - Stanfield's

08273 SR100189

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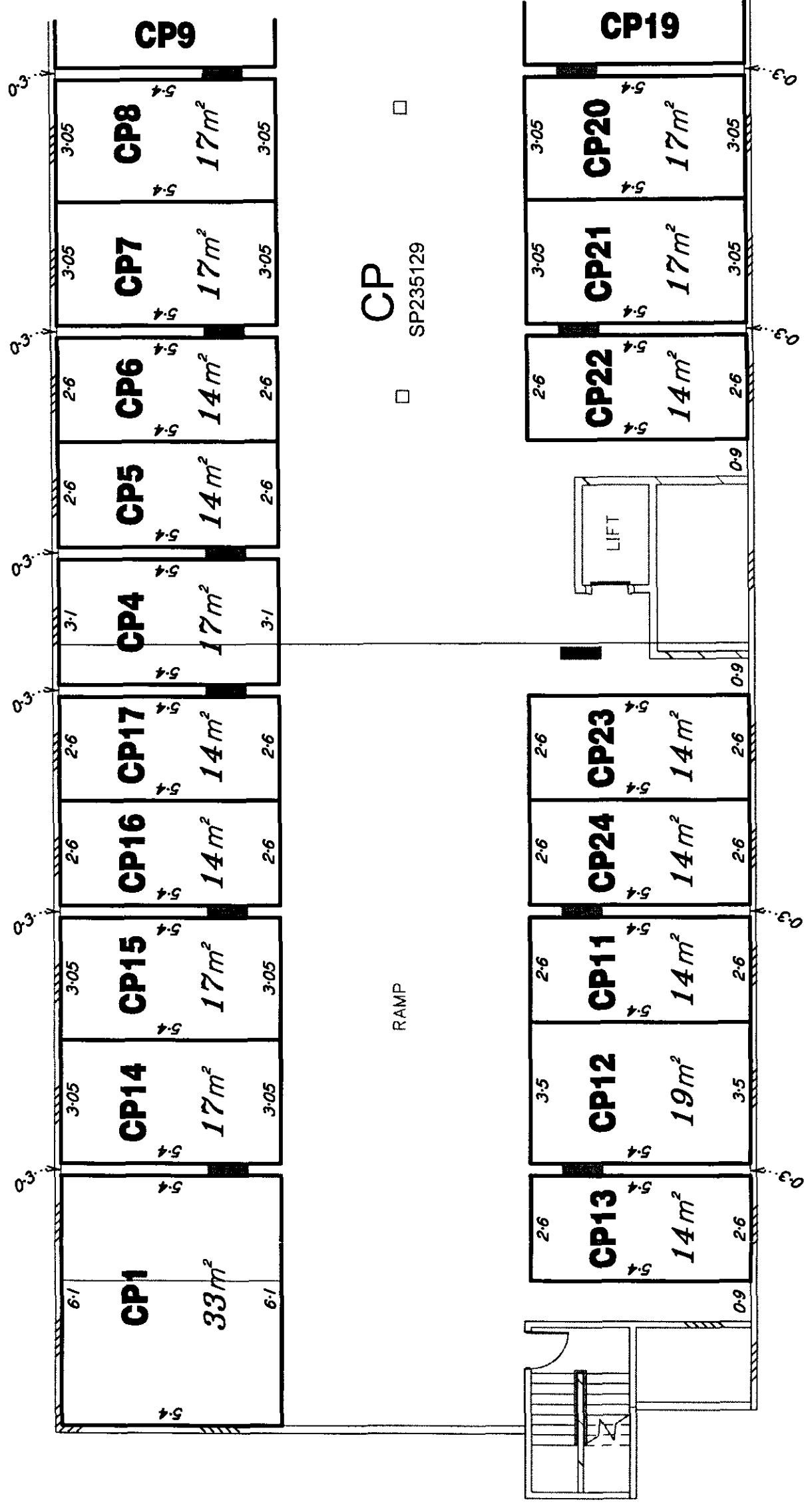
18/23



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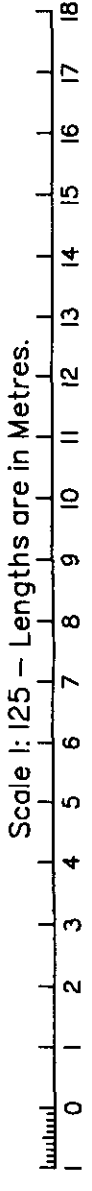
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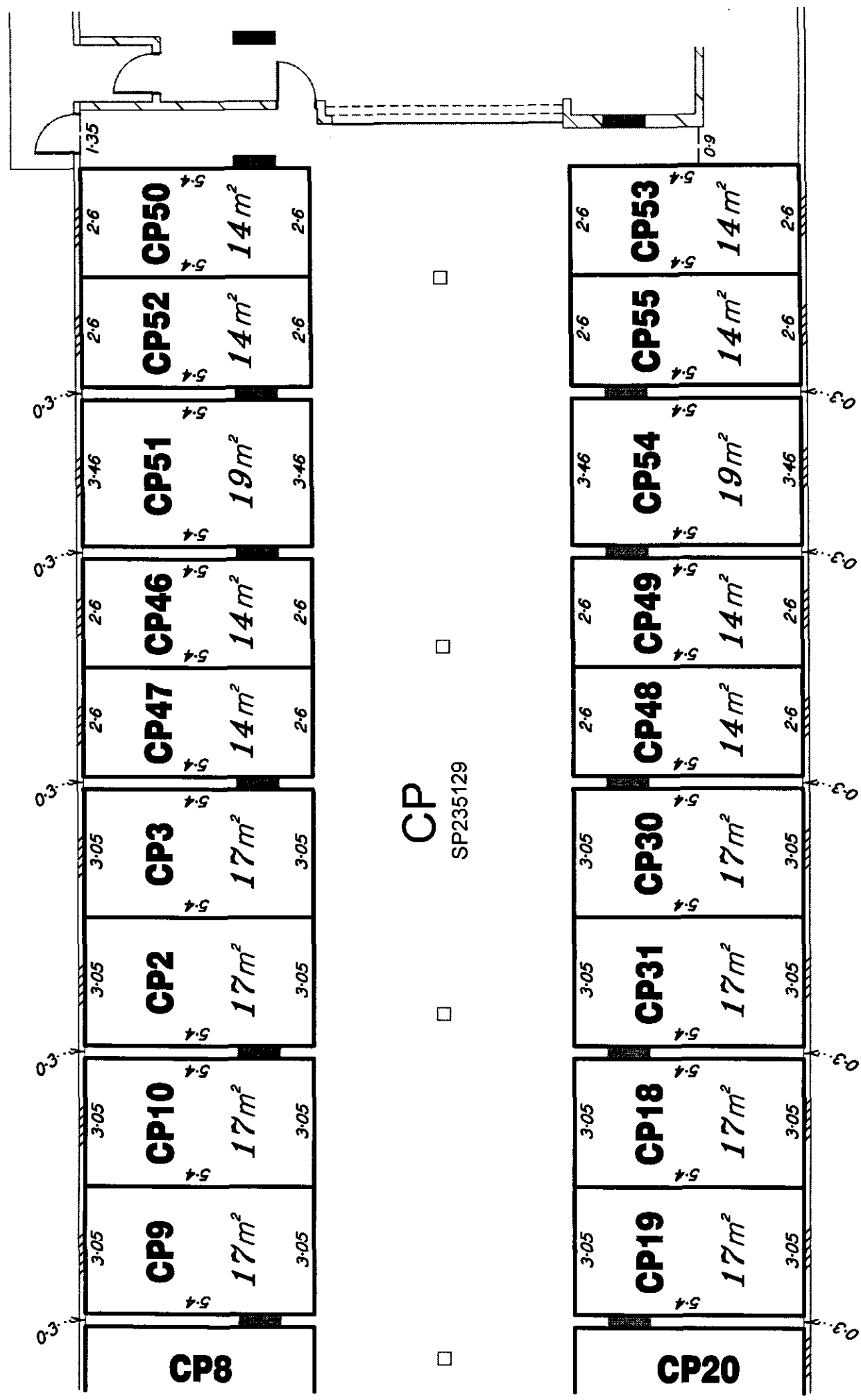
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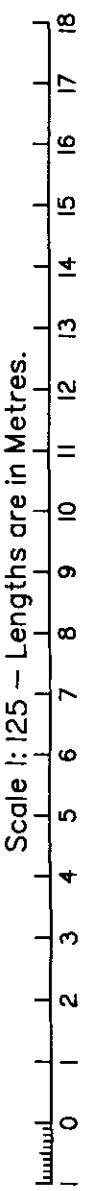
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LEGEND

Denotes face of wall



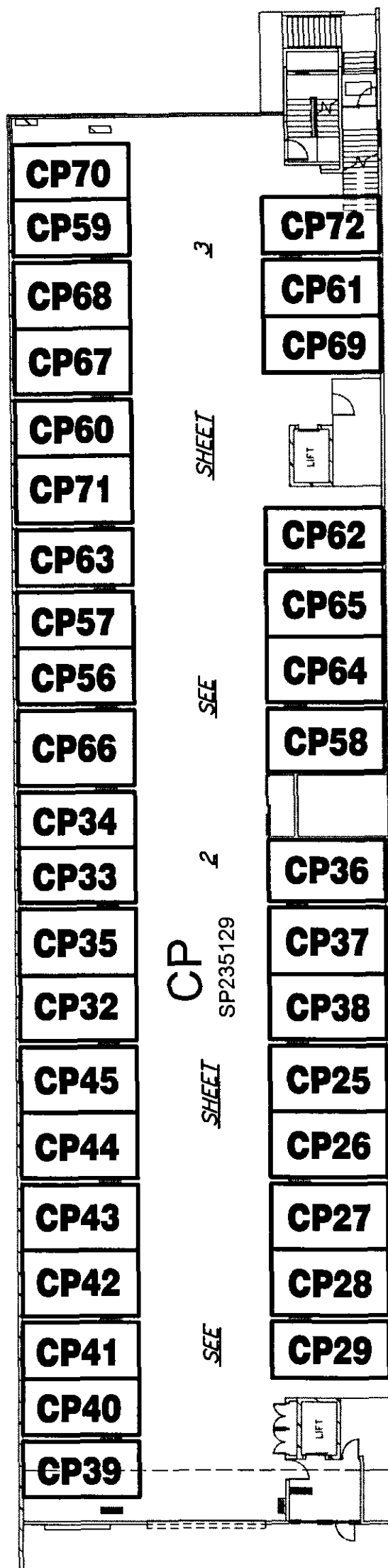
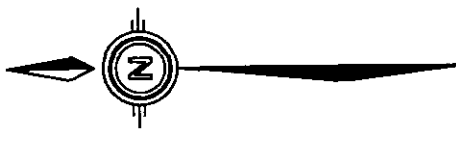
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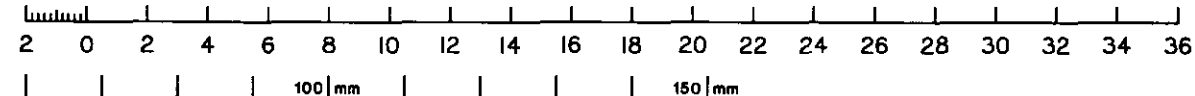
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30/23



SIMPSON RAYNER SURVEYS PTY. LTD., ACN 078 818 167
 certify that the details shown on this sketch
 plan are correct.
[Signature] 21.08.10
 Cadastral Surveyor Date

Scale 1:250 – Lengths are in Metres.



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
PASSED	<i>[Signature]</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

DRAWN - Stanfields

SIMPSON RAYNER SURVEYS
 SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
 CADASTRAL LAND SURVEYORS, PLANNERS
 AND LAND DEVELOPMENT CONSULTANTS
 5/M53 Metroplex Avenue, MURARRIE Q 4172
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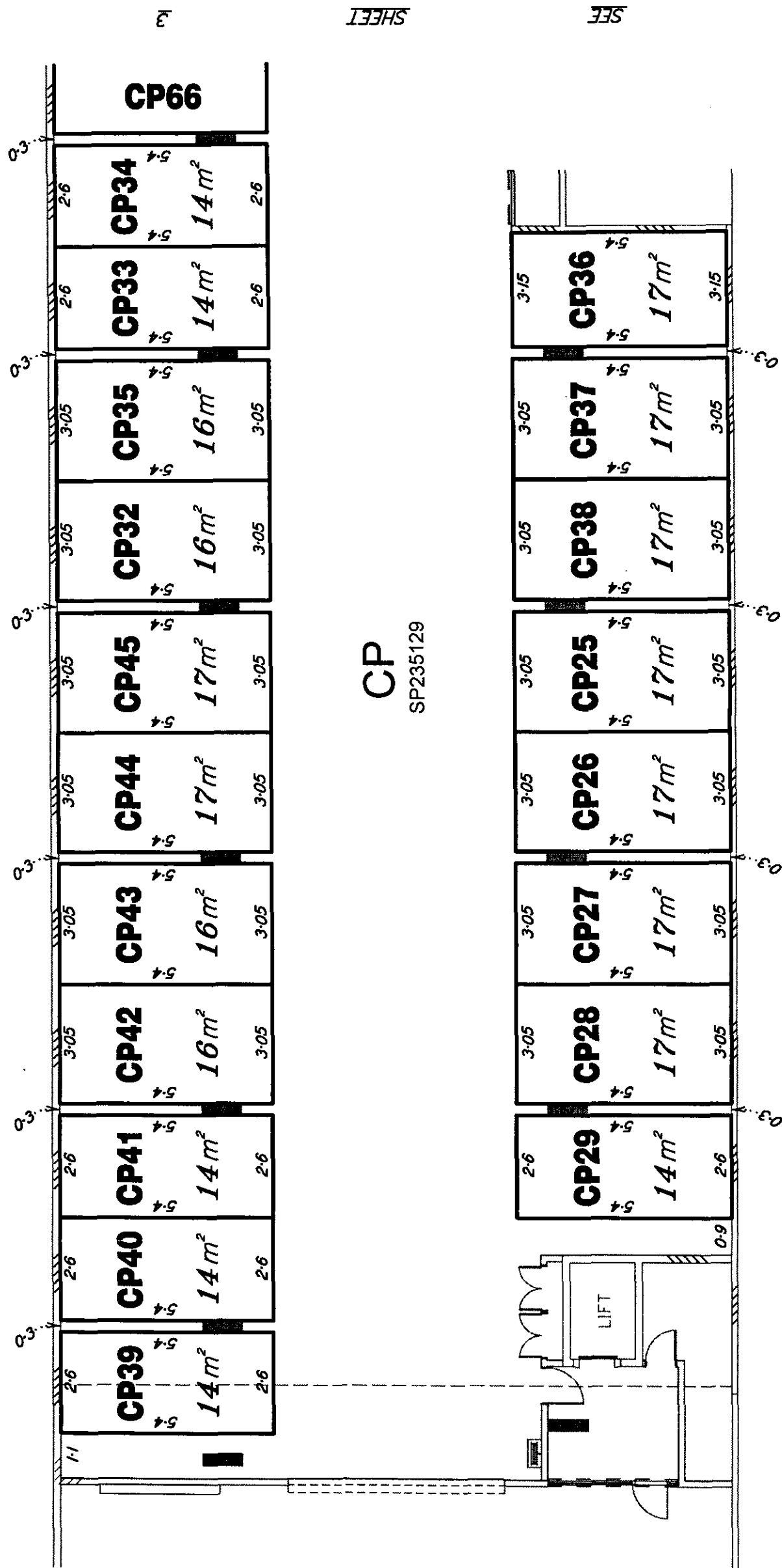
**PLAN OF EXCLUSIVE USE
 AREAS ON LEVEL B IN
 COMMON PROPERTY ON SP235129**

"UNILODGE ST LUCIA" CTS.....

PARISH INDOOROOPILLY COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL		SURV. J.J.C.
JOB NO. 08273	DWG FILE SR100189	DRAWN
DATE 20/8/2010		S.R.P.D.
HORIZONTAL DATUM SP235129	VERTICAL DATUM	CHECK
SCALE 1:250	PLAN REF. 08273 A3/5	A.T.W.

08273 SR100189



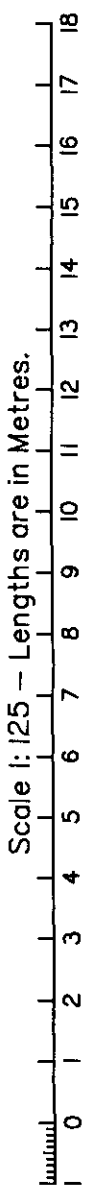
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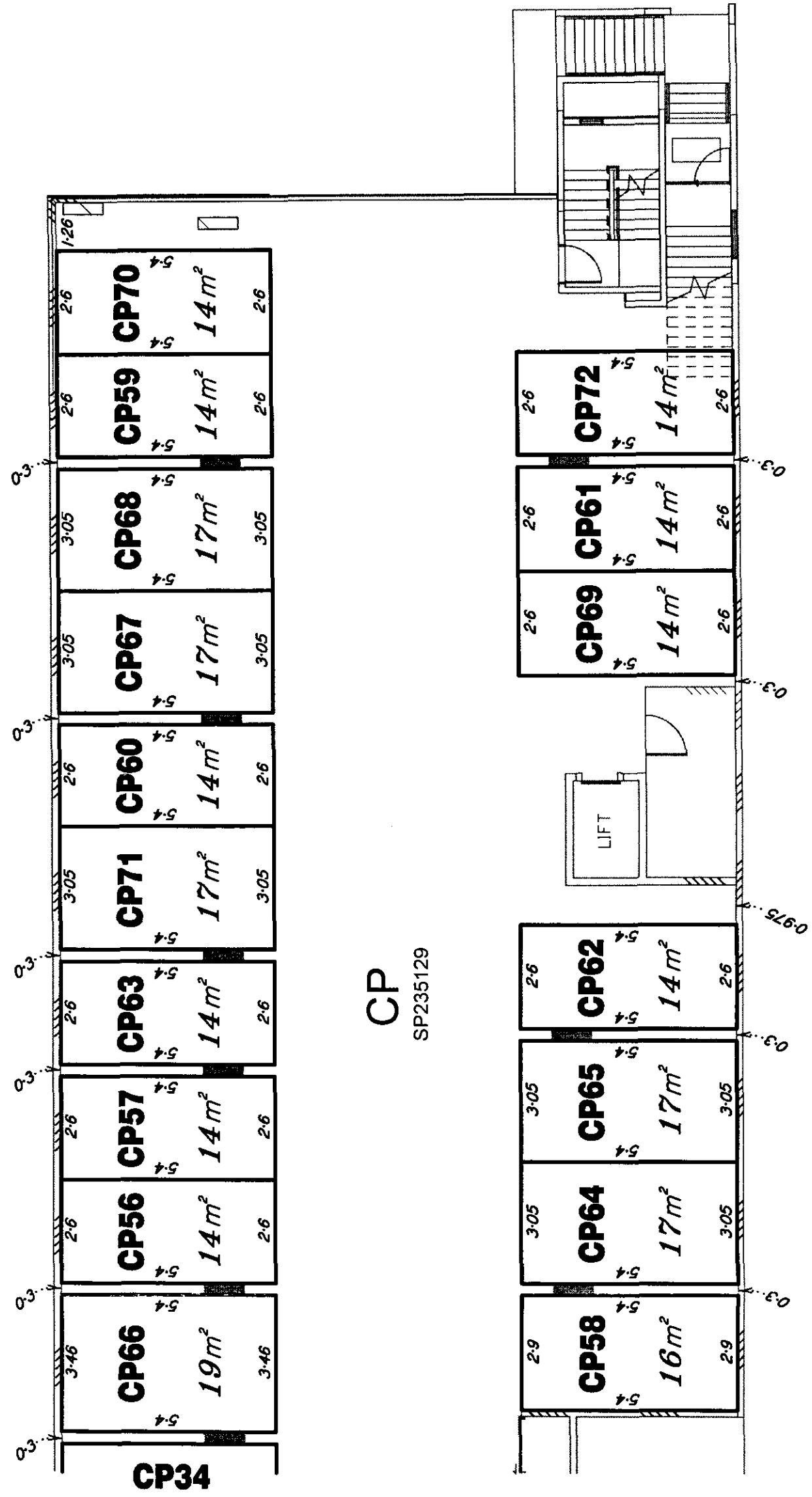
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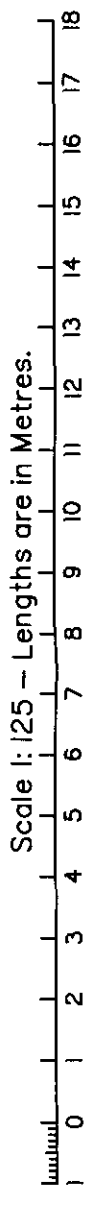
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LEGEND

Denotes face of wall



2

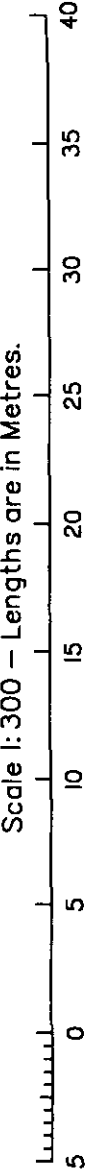
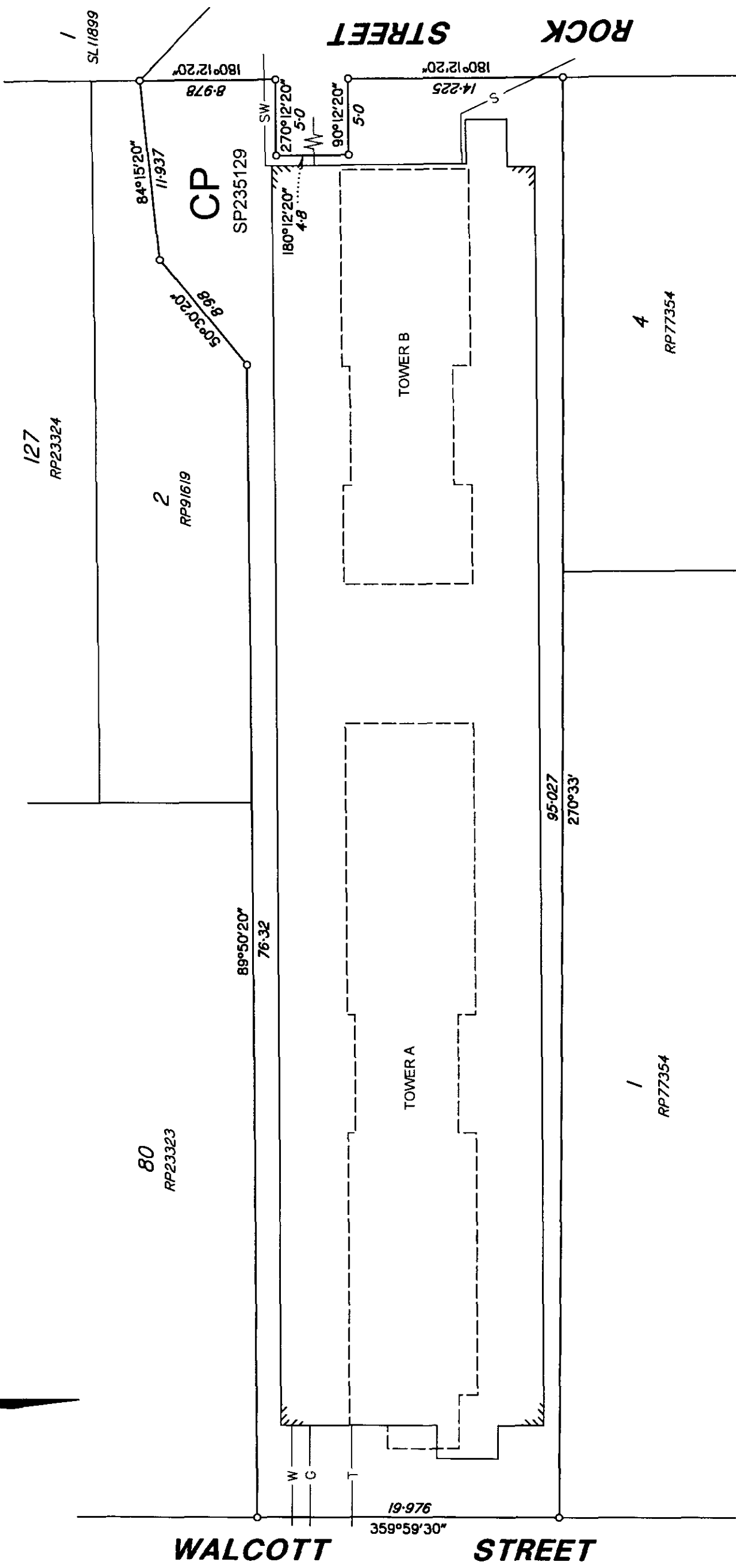
SHEET

SEE

CP
SP235129



23/23



0 50 mm 100 mm 150 mm

LEGEND	
—T—	Telecommunications
—W—	Water
—SW—	Stormwater
—S—	Sewerage
—G—	Gas
—⚡—	Electricity

**SERVICE LOCATION DIAGRAM IN
COMMON PROPERTY ON SP235129**

"UNILODGE ST LUCIA" CTS.....

PARISH INDOOROOPILLY COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL	
JOB NO. 08273	DWG FILE SR100189
HORIZONTAL DATUM SP235129	DATE 20/8/2010
SCALE 1:300	VERTICAL DATUM
	PLAN REF. 08273 A3/6

DRAWN - Stanfields

SR100189

23/23