

St James

Body Corporate for St James
Community Title Scheme 19922
50 Boblyne Street, Chapel Hill Qld 4069



Information Booklet

August 2020

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Introduction

This booklet is principally provided as a welcome to new owners and tenants. But it is also intended as a basis for the maintenance of the community spirit for which St James has become renowned.

You will find information in the booklet that will hopefully make your residency at St James even more enjoyable. If, however, you ever need additional general information or assistance, please do not hesitate to contact the body corporate secretary or any other committee member.

Official Name

The official name of the scheme (hereinafter 'the Scheme') is:

Body Corporate for St James Community Titles Scheme 19922.

Legislation

The Scheme was established under the *Building Units and Group Titles Act 1980* that was replaced by the *Body Corporate and Community Management Act 1997*. The latter act provides for the establishment, operation and management of the Scheme.

Subordinate legislation for the Scheme is the *Body Corporate and Community Management (Standard Module) Regulation 2008* which provides management processes and procedures about:

- ◆ the body corporate committee;
- ◆ general meetings of the body corporate;
- ◆ proxies for committee meetings and general meetings;
- ◆ the engagement of body corporate managers and the like;
- ◆ financial management, property management and insurance; and
- ◆ administrative matters including record keeping.

What a Body Corporate Does

The St James body corporate ('the Body Corporate') is given powers under the legislation to carry out its duties. As such, the Body Corporate:

- ◆ maintains, manages and controls the common property on behalf of owners;
- ◆ decides the amounts to be paid by the owners to make sure the Body Corporate can operate;
- ◆ makes and enforces its own rules, called by-laws, which tell owners and other people who live in the Scheme what they can and cannot do;
- ◆ takes out insurance on behalf of owners, such as public risk insurance over the common property, and building insurance;
- ◆ manages and controls Body Corporate assets; and

- ◆ keeps records for the Body Corporate, including minutes of meetings, a roll of owners' details, financial accounts, registers of assets, improvements to common property by owners, engagements and authorisations.

The Body Corporate makes decisions about these and other things at general meetings and through its committee.

Committee

A committee of up to seven members comprising a chairperson, a secretary, a treasurer, and ordinary members administers the Body Corporate. The committee is elected at each annual general meeting, which is usually held in December.

The committee is in charge of:

- ◆ the administrative and day-to-day running of the Body Corporate;
- ◆ making decisions on behalf of the Body Corporate; and
- ◆ putting the lawful decisions of the Body Corporate into place.

The committee generally meets every two months, or at the secretary's call if a circumstance requires a meeting.

Any matter an owner wishes to bring to the committee's attention should be in writing and directed to the secretary via the Body Corporate letterbox or by email to:

stjames4069@gmail.com

Requests for specific information or copies of documents should also be directed to the secretary.

By-laws

By-laws are part of the Scheme's community management statement (CMS). A copy of the current CMS comprises the annexure to this booklet. Please refer to the annexure cover sheet for a schedule of by-laws.

Owners should familiarise themselves with the Scheme's by-laws and ensure that tenants are aware of, and abide by, the by-laws.

Common Property and Lots

The common property of a community titles scheme is the property of the owners of the lots included in the scheme, as tenants in common, in shares proportional to the interest schedule lot entitlements of their respective lots. An owner's interest in a lot is inseparable from the owner's interest in the common property.

A lot included in the Scheme is the property of the owner or owners of that lot. The Scheme comprises 32 lots of various sizes, details of which can be found in the CMS.

Dividing and Perimeter Fences

The division of responsibility for fences is set out in by-law 49.3.

Certain lots have exclusive use areas at the rear of their lots which impacts on the responsibility for fences. These lots are specified in Schedule E to the CMS.

Financial

Levies are based on the annual budget presented at the annual general meeting and are as approved by owners of lots at each such meeting.

The administration fund is maintained to administer and maintain the Scheme.

The sinking fund comprises funds set aside for capital expenditure or maintenance items of a large or long-term nature.

Copies of the annual budget and other financial statements are presented to owners at the annual general meeting.

Pets

Pets are permitted under the Scheme's by-laws. However approval for the keeping of a pet at St James must be sought from the committee. Please contact the secretary if you require an application form.

Security

St James is a very safe environment and it has been for many years. Such an environment is dependent on maintaining a high level of security and this is everyone's responsibility. Owners and tenants should ensure that pedestrian gates are securely locked after use.

The Body Corporate provides security (yellow) keys that unlock the pedestrian gates, the parcel box adjacent the letterboxes, and the padlock on the dumpster area gate.

The security keys and vehicular gate keys should only be given to trusted persons. The keypad code (see General Information below) for opening the vehicular gate should similarly only be given to trusted persons.

General Information

Vehicular Gate (the Scheme's Main Gate)

The vehicular gate is power operated and is opened by one of five means:

1. A hand-held radio device (a 'remote').
2. A sensor loop implanted in the roadway inside the gate (the gate opens automatically when a vehicle is above the loop).
3. A plastic key for the receptacle just to the right of the intercom outside the gate.
4. By responding to a telephone call from the intercom (a visitor makes the call by pressing # via the keypad and following the recorded instructions; the gate can then be opened by pressing * or # on the phone that receives the call).

5. By entering a code via the intercom keypad (please contact the secretary for the current code).

Please immediately advise the secretary, or any other committee member in the secretary's absence, if the intercom or the vehicular gate malfunctions.

Note that if there is a power outage, none of 1 to 5 above will operate the gate. **Always** carry a pedestrian gate key and a house key with you when you leave St James so that you will not 'have to live in the car park' when returning home if there is a failure in the power supply to the gate or the intercom becomes inoperative.

If the gate mechanism fails or there is a power outage when you need to urgently exit the Scheme by car, the gate can be manually operated. However, the mechanism has to be disengaged by a lever built into the side of the mechanism. The lever has to be unlocked using a key which is kept behind the left-hand door of the cupboard near the entrance to the garden shed. There is an instruction sheet for disengaging the mechanism on the inside of the door near the key. Two signs, which are to be placed on the outside and inside of the gate when the gate has been placed on manual control, are also in this area.

Visitor Parking

There are three areas set aside for visitor parking. The largest area is to the left of the main roadway just before the vehicular gate. There are two areas within St James, one between Lots 4 and 5, and the other between Lots 25 and 26. Residents are requested to ensure that these areas are not used for long-term parking and that consideration is given to visitors who are temporarily at St James.

Vehicles are not to be parked or left in the roundabout areas or parked on the grass verges. Please use your own driveways for visitor car parking if the visitor parking areas are not available.

St James Lighting

The St James lighting is operated by light activated switching. The lighting includes the incoming roadway, the pedestrian bridge, and pole lights along the internal roadways.

Notifying Faults

It is important that residents immediately advise the secretary of any faults or matters that require attention. The chairperson, or any other committee member, can alternatively be contacted in the secretary's absence.

Rubbish Bins

The council emptying of wheelie bins is on Mondays, weekly for general waste and fortnightly for recycling bins. The gardener is responsible for collecting bins from individual lots as part of the gardening contract. The bins are transported from lots to the main roadway for emptying by the council.

Any bin you wish to have emptied should be placed at the edge of your lot adjacent the roadway on Sunday evening for collection by the gardener before 6:00 am on Monday. It helps the gardener if bins are positioned with handles facing the roadway. Bins are

returned to your lot on Monday, provided that the council collection of waste is completed by 2:30 pm.

If you will not be able to place your bin at the edge of your lot as described above on a Sunday, the bin should be left near the front of the garage, or a similar obvious collection point.

Recycling Bins

If you do not have a yellow-topped recycling bin at your lot, such bins can be found at two locations throughout St James, these locations being:

- adjacent the gardener's shed beside the vehicular gate; and
- in the visitor parking area between Lots 25 and 26.

The following items **can** be placed in these bins:

- All paper, including junk mail, magazines, and newspapers (but please remove plastic wrappers)
- Cans, both aluminium and tin (including lids)
- Cardboard
- Glass bottles and jars (but not china or crockery)
- Milk and juice cartons
- Plastic: all recyclable plastic bottles and containers including yoghurt and margarine containers (plastic numbers 1 to 6); remove all lids and recycle the items separately
- Yellow and White Pages directories

Please ensure that residual food is removed from items before they are placed in a recycling bin.

The following items **must not** be placed in recycling bins:

- | | |
|--------------------|---------------------------------|
| Bricks | Needles and syringes |
| Bubble wrap | Oils |
| China or crockery | Plastic shopping bags |
| Disposable nappies | Plastic cling wrap |
| Food scraps | Polystyrene cups |
| Garden waste | Window glass and glass tumblers |
| Hazardous waste | Wood |

Dumpsters

Two dumpsters are located in the enclosure on the left of the main roadway as you approach the vehicular gate from Boblyne Street. These can be used for items that are too large for a wheelie bin. The dumpsters are emptied on a fortnightly basis. Please ensure that the lid of a dumpster is closed after placing rubbish therein.

The padlock on the gate to the dumpster enclosure can be opened with a security key.

Maintenance and Renovations

Maintaining a high level of quality of services is important to the liveability at St James and the general appearance of the estate.

Generally, lot owners are responsible for problems on their individual lots while the maintenance of the common property is the responsibility of the Body Corporate. However, residents are encouraged to ensure that the lawn areas in front of their houses, and abutting the roadways, are kept adequately watered.

The by-laws are specific regarding maintenance and renovations carried out by the owners of lots. Almost any building work on a lot will require the prior approval of the Body Corporate, particularly if it involves any change to the exterior, or involves reticulated services such as electricity, water supply, storm water drainage, waste water and sewerage, and communications systems (e.g., telephone and Foxtel cables). There are also limitations on the exterior colour schemes of buildings on lots (see the next item).

It is advisable in the first instance to ask the secretary if work you desire requires a formal application and Body Corporate approval prior to commissioning the work. Local authorities and utility providers may also need to approve proposed works.

Colour Schemes

Fairlie Kerr Interiors formulated the colour schemes tabulated immediately below in 2000. The listed colours, which are all Taubmans colours, seem to be presently available although some may not appear on colour charts available from paint retailers. The Italicised colours and reference numbers are in respect of colours that were originally specified as Bristol Paint colours.

Scheme	Item(s)	Colour and manufacturer's code/reference	
1	Walls and downpipes	Oak Glen	T15 88.2
	Trims	Mink Haze	T15 88.3
	Gutters	Fig Green	T155-6
	Eaves	Oak Glen (half strength)	T15 88.2
	Front door and architraves	Mink Haze	T15 88.3
		OR Fig Green	T155-6
2	Walls and downpipes	Café	T117-3
	Trims	Teague	T117-4
	Gutters	Gravelstone	T164-6
	Eaves	Café (half strength)	T117-3
	Front door and architraves	Teague	T117-4
		OR Gravelstone	T164-6

Scheme	Item(s)	Colour and manufacturer's code/reference	
3	Walls and downpipes	<i>Bleached Canvas</i>	<i>T115-2</i>
	Trims	<i>Underwood</i>	<i>T115-4</i>
	Gutters	<i>Memory Lane</i>	<i>B025-09</i>
	Eaves	<i>Bleached Canvas (half strength)</i>	<i>T115-2</i>
	Front door and architraves	<i>Memory Lane</i>	<i>B025-09</i>
		OR Underwood	<i>T115-4</i>
4	Walls and downpipes	Sandler	T21-3
	Trims	Toasted Wheat	T15 98.4
	Gutters	<i>Birdsville</i>	<i>B023-08</i>
	Eaves	Sandler (half strength)	T21-3
	Front door and architraves	Toasted Wheat	T15 98.4
		OR Birdsville	<i>B023-08</i>
5	Walls and downpipes	Seersucker	T106-3
	Trims	Cambridge	T106-4
	Gutters	Golden Straw	T12 15.F10
	Eaves	Seersucker (half strength)	T106-3
	Front door and architraves	Cambridge	T106-4
		OR Golden Straw	T12 15.F10
6	Walls and downpipes	<i>Cape York</i>	<i>P170-C2</i>
	Trims	<i>Warm Toast</i>	<i>T12 21 F8</i>
	Gutters	<i>Quicksand</i>	<i>T12 13.C11</i>
	Eaves	<i>Cape York (half strength)</i>	<i>P170-C2</i>
	Front door and architraves	<i>Warm Toast</i>	<i>T12 21 F8</i>
		OR Quicksand	<i>T12 13.C11</i>

The following table comprises colour schemes used on buildings when the Scheme was developed in the early 1990s. The colours came from the Taubmans 'Architectural Series'. Save for Amber White, the colours do not appear on colour charts available through the Internet. Owners may nevertheless be able to identify an equivalent colour that is presently available by visiting a Taubmans service centre or the like.

Scheme	Item(s)	Colour and manufacturer's reference	
A	Gutters and trims	Blue Slate	9134A
	Front door	Oxford Grey	9133D
	Walls and garage door	Horizon Grey	9131W
		OR Sienna Frost	9031W
		OR Cool Breeze	9191W

Scheme	Item(s)	Colour and manufacturer's reference	
B	Gutters and trims	Summit	4381A
	Front door	Willow	4374D
	Walls and garage door	Alabaster Green OR Sienna Frost	4371W 9031W
C	Gutters and trims	Dusty Tan	8133W
	Front door	Sienna	8112W
	Walls and garage door	Amber White	8111W
D	Gutters and trims	Piccolo AC OR White	
	Front door	Yuma Beige OR White	8182W
	Walls and garage door	Stone	8131W
E	Gutters and trims	Arrowhead	9204A
	Walls and doors	Mayfair Tan	8181W
	OR garage and front doors	Yuma Beige OR Arrowhead	8182W 9204A
		OR Sienna Frost	9031W
	OR walls	Sienna Frost	9031W

Annexure — Community Management Statement

Schedule of By-Laws

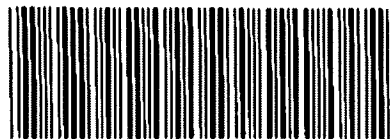
By-Law	Heading	CMS Page No.
1	VEHICLES	4
2	OBSTRUCTION	4
3	DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY	4
4	DAMAGE TO COMMON PROPERTY	5
5	BEHAVIOUR OF INVITEES	5
6	DEPOSITING RUBBISH, ETC. ON COMMON PROPERTY	5
7	APPEARANCE OF BUILDINGS	5
8	STORAGE OF FLAMMABLE LIQUIDS, ETC.	5
9	GARBAGE DISPOSAL	5
10	KEEPING ANIMALS	6
11	EXTERNAL APPEARANCE	6
12	USE	6
13	AERIALS	6
14	STRUCTURAL ALTERATIONS	6
15	SIGNS	6
16	EXTERNAL BLINDS	7
17	CONSENT OF COMMITTEE	7
18	NO OBSTRUCTION	7
19	WINDOWS AND GLASS	7
20	WATER APPARATUS	7
21	REPAIR	7
22	PESTS AND VERMIN	7
23	NO LITTER	8
24	STORAGE	8
25	CAR SPACES	8
26	INFECTIOUS DISEASES	8
27	INSURANCE	8
28	NO CHEMICALS	8
29	NOISE	8
30	AUCTION SALE	9
31	REMOVAL	9
32	MINIMUM NOISE	9
33	SECURITY	9
34	INSPECTION	9
35	BY-LAWS	9
36	RULES	9
37	RECOVERY OF MONIES	10
38	TO OBSERVE BY-LAWS	10
39	STORAGE IN CAR PARKING SPACES	10
40	MEETINGS	10
41	MAINTENANCE	10
42	KEYS	10
43	SECURITY	11
44	FENCES	11
45	SEVERABILITY	11
46	RECOVERY OF BAD DEBT	11
47	RECONSTRUCTION	11
48	EXTERIOR ARCHITECTURE	11
49	EXCLUSIVE USE AREAS	11
50	OBLIGATIONS WITH RESPECT TO TREES AND STRUCTURES	13

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Form 14 Version 2

Page 1 of 1



710228462

Duty Imprint

\$60.00

04/01/2007 10:24

BE 470

purpose of maintaining the publicly accessible registers in the land registry
and the water register.

1. Nature of request	Lodger (Name, address & phone number)	Lodger Code
Request to Record New Community Management Statement for St James Community Titles Scheme 19922	Gilshenan & Luton Lawyers Level 13 259 Queen Street BRISBANE QLD 4000 Tel: 07 3361 0222 Our Ref: SJL:01-0625355	(020)

2. Lot on Plan Description	County	Parish	Title Reference
Common property of St James Community Titles Scheme 19922			19303176

3. Registered Proprietor/State Lessee
Body Corporate for St James Community Titles Scheme 19922

4. Interest
Not applicable

5. Applicant
Body Corporate for St James Community Titles Scheme 19922

6. Request

I hereby request that: The new Community Management Statement deposited herewith which amends Schedules C and E of the existing Community Management Statement be recorded as the Community Management Statement for St James Community Titles Scheme 19922.

7. Execution by applicant

Execution Date

311107

Applicant's or Solicitor's Signature

STUART JOHN LOWE
Solicitor

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

19922

This statement incorporates and must include the following:

- 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

(3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module
St. James Community Titles Scheme 19922	Standard

3. Name of body corporate
BODY CORPORATE FOR ST JAMES COMMUNITY TITLES SCHEME 19922

4. Scheme land	County	Parish	Title Reference
Lot on Plan Description			
SEE ENLARGED PANEL			

5. Name and address of original owner #	6. Reference to plan lodged with this statement
NOT APPLICABLE	NOT APPLICABLE

first community management statement only

7. Local Government community management statement notation

NOT APPLICABLE, pursuant to Section 60(6) of the *Body Corporate and Community Management Act 1997* signed

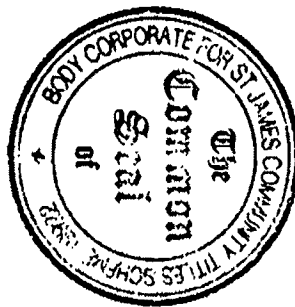
..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

21/12/06



*Execution

R. King
.....
(Chairperson)

[Signature]
.....
(Secretary)
TREASURER

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Title Reference 19303176

This is the Enlarged Panel referred to in Item 4 of the New Community Management Statement.

4. Scheme Land

DESCRIPTION OF LOT	COUNTY	PARISH	TITLE REFERENCE
Common Property of St James CTS 19922	Stanley	Indooroopilly	19303176
Lot 1 on GTP 3176	Stanley	Indooroopilly	18368149
Lot 2 on GTP 3176	Stanley	Indooroopilly	18368150
Lot 3 on GTP 3176	Stanley	Indooroopilly	18368151
Lot 4 on GTP 3176	Stanley	Indooroopilly	18368152
Lot 5 on GTP 3176	Stanley	Indooroopilly	18368153
Lot 6 on GTP 3176	Stanley	Indooroopilly	18368154
Lot 7 on GTP 3176	Stanley	Indooroopilly	18368155
Lot 8 on GTP 3176	Stanley	Indooroopilly	18368156
Lot 9 on GTP 3176	Stanley	Indooroopilly	18368157
Lot 10 on GTP 3176	Stanley	Indooroopilly	18368158
Lot 11 on GTP 3176	Stanley	Indooroopilly	18368159
Lot 12 on GTP 3176	Stanley	Indooroopilly	18368160
Lot 13 on GTP 3176	Stanley	Indooroopilly	18368161
Lot 14 on GTP 3176	Stanley	Indooroopilly	18368162
Lot 15 on GTP 3176	Stanley	Indooroopilly	18368163
Lot 16 on GTP 3176	Stanley	Indooroopilly	18368164
Lot 17 on GTP 3176	Stanley	Indooroopilly	18368165
Lot 18 on GTP 3176	Stanley	Indooroopilly	18368166
Lot 19 on GTP 3176	Stanley	Indooroopilly	18368167
Lot 20 on GTP 3176	Stanley	Indooroopilly	18368168
Lot 21 on GTP 3176	Stanley	Indooroopilly	18368169
Lot 22 on GTP 3176	Stanley	Indooroopilly	18368170
Lot 23 on GTP 3176	Stanley	Indooroopilly	18368171
Lot 24 on GTP 3176	Stanley	Indooroopilly	18368172
Lot 25 on GTP 3176	Stanley	Indooroopilly	18368173
Lot 26 on GTP 3176	Stanley	Indooroopilly	18368174
Lot 27 on GTP 3176	Stanley	Indooroopilly	18368175
Lot 28 on GTP 3176	Stanley	Indooroopilly	18368176
Lot 29 on GTP 3176	Stanley	Indooroopilly	18368177
Lot 30 on GTP 3176	Stanley	Indooroopilly	18368178
Lot 31 on GTP 3176	Stanley	Indooroopilly	18368179
Lot 32 on GTP 3176	Stanley	Indooroopilly	18368180

Title Reference 19303176

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

LOT ON PLAN	CONTRIBUTION	INTEREST
Lot 1 on GTP 3176	25	25
Lot 2 on GTP 3176	24	24
Lot 3 on GTP 3176	25	25
Lot 4 on GTP 3176	24	24
Lot 5 on GTP 3176	25	25
Lot 6 on GTP 3176	26	26
Lot 7 on GTP 3176	26	26
Lot 8 on GTP 3176	28	28
Lot 9 on GTP 3176	27	27
Lot 10 on GTP 3176	26	26
Lot 11 on GTP 3176	26	26
Lot 12 on GTP 3176	26	26
Lot 13 on GTP 3176	26	26
Lot 14 on GTP 3176	26	26
Lot 15 on GTP 3176	25	25
Lot 16 on GTP 3176	26	26
Lot 17 on GTP 3176	25	25
Lot 18 on GTP 3176	24	24
Lot 19 on GTP 3176	30	30
Lot 20 on GTP 3176	25	25
Lot 21 on GTP 3176	24	24
Lot 22 on GTP 3176	25	25
Lot 23 on GTP 3176	26	26
Lot 24 on GTP 3176	26	26
Lot 25 on GTP 3176	26	26
Lot 26 on GTP 3176	25	25
Lot 27 on GTP 3176	24	24
Lot 28 on GTP 3176	25	25
Lot 29 on GTP 3176	25	25
Lot 30 on GTP 3176	25	25
Lot 31 on GTP 3176	25	25
Lot 32 on GTP 3176	25	25
TOTALS	816	816

Title Reference 19303176

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWS

1 VEHICLES

1.1 Save where a By-Law authorised him to do so, a proprietor or occupier of a Lot shall not, except with the consent in writing of the Body Corporate:

(a) Park or stand any motor or other vehicle upon common property; or

(b) Permit an invitee to part or stand any motor or other vehicle upon common property, except for the designated parking which must remain available at all times for the sole use of visitors' vehicles.

1.2 Consent under By-Law 1.1 must state the period which is given for the exception of designated visitor parking.

1.3 However, the Body Corporate may withdraw its consent by giving seven (7) days written notice to the relevant proprietor or occupier, with the exception of designated visitor parking.

2 OBSTRUCTION

A proprietor or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

3 DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY

A proprietor or occupier of a Lot 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, use for his own purposes as a garden any portion of the Common Property.

Title Reference 19303176

4 DAMAGE TO COMMON PROPERTY

A proprietor or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-Law does not prevent a proprietor or person authorised by him from installing:-

- (a) any locking or other safety device for protection of the Building upon his Lot against intruders; or
- (b) any locking or other device to prevent entry of animals or insects upon the Building 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 workmanlike manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the buildings.

5 BEHAVIOUR OF INVITEES

A proprietor 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 proprietor or occupier of another Lot or of any person lawfully using Common Property.

6 DEPOSITING RUBBISH, ETC. ON COMMON PROPERTY

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

7 APPEARANCE OF BUILDINGS

A proprietor or occupier of a Lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article on any part of his Lot in such a way as to be visible from outside the Lot.

8 STORAGE OF FLAMMABLE LIQUIDS, ETC.

A proprietor or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9 GARBAGE DISPOSAL

A proprietor or occupier of a Lot shall:

Title Reference 19303176

- (a) save when the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition 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 proprietor or occupier of any other Lot is not adversely affected by his disposal of garbage.

10 KEEPING ANIMALS

Subject to Section 143 of the *Body Corporate and Community Management Act 1997* as amended, a proprietor or occupier of a Lot shall not, without the approval in writing of the Body Corporate, keep any animal or bird upon his Lot or the Common Property.

11 EXTERNAL APPEARANCE

A proprietor shall not without the consent in writing of the Body Corporate perform any works or erect any structure in on or to his Lot which will in any way alter the external appearance of the Buildings.

12 USE

Each Lot shall be used for residential purposes only.

13 AERIALS

Outside wireless or television aerials may not be erected without consent in writing of the Committee.

14 STRUCTURAL ALTERATIONS

No structural alterations shall be made to any Lot including any alteration to water electrical installation or structural work for any other purpose without the consent in writing of the Committee.

15 SIGNS

The proprietors or occupiers of Lots shall not paint affix or display signs advertisements notices posters placards banners or like materials to or on any part of the structures on Lots or Common Property without the prior consent in writing of the Committee.

Title Reference 19303176

16 EXTERNAL BLINDS

No external blinds shall be erected without the previous consent in writing of the Committee.

17 CONSENT OF COMMITTEE

The proprietors or occupiers of Lots shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Secretary and not to the Chairman or any member of the Committee.

18 NO OBSTRUCTION

The pathways and drives on the Land shall not be obstructed by any of the proprietors or occupiers of Lots or used by them for any other purpose than the reasonable ingress or egress to and from their respective Lots and no proprietor or occupier shall park or stand or permit to be parked or stood any vehicle upon the Common Property so as to prevent the passage of other vehicles over the said pathways and drives.

19 WINDOWS AND GLASS

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

20 WATER APPARATUS

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

21 REPAIR

A proprietor or occupier of a Lot shall give the Committee prompt notice of any accident to or defect in the water pipes gas pipes electric installations or fixtures which comes to his knowledge and the Committee shall have the authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Buildings as often as may be necessary.

22 PESTS AND VERMIN

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

Title Reference 19303176

23 NO LITTER

A proprietor or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper rubbish refuse cigarette butts or other substance whatsoever out of the windows or doors. Any damage or costs for cleaning or repair by breach hereof shall be borne by the proprietor concerned.

24 STORAGE

Empty bottles boxes used containers and similar items shall be stored tidily and so far as possible, out of sight.

25 CAR SPACES

Car spaces shall be kept tidy and free of litter.

26 INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any Statute Regulation or Ordinance happening in any Lot the proprietor or occupier of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee in disinfecting the premises or any part of the Buildings required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

27 INSURANCE

The owner of each Lot must at all times effect and maintain a building replacement policy in respect of all improvements situated on their Lot, for the full replacement value thereof. A proprietor or occupier shall not bring to do or keep anything in his Lot which shall increase the rate of fire insurance on the Building or any property on the Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy on the Building or any property on the Land or the regulations or ordinances of any Public Authority for the time being in force.

28 NO CHEMICALS

A proprietor or occupier shall not without the prior approval in writing of the Committee use any chemicals burning fluids oils acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase a risk of fire or explosion in their Lots.

29 NOISE

A proprietor his servants agents licensees or invitees shall not make or permit any objectionable noises in the Buildings nor unduly interfere in any way with the peaceful enjoyment of other occupiers or those having business with them.

Title Reference 19303176

30 AUCTION SALE

A proprietor shall not permit any auction sale to be conducted or take place upon his Lot or the Common Property without the prior consent of the Committee.

31 REMOVAL

Before any furniture fittings or equipment is moved into or out of any Lot due notice must be given to the Committee and the moving of the same must be done in the manner and at the time directed by the Committee.

32 MINIMUM NOISE

In the event of any unavoidable noise in a Lot at any time the occupier therein shall take all practical means to minimise annoyance to other occupiers by closing all doors windows and curtains of the Building upon his Lot and also such further steps as may be within his power for the same purpose.

33 SECURITY

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

34 INSPECTION

Upon one (1) day's notice in writing (or without notice in the event of an emergency) the Committee and its servants, agents and contractors shall be permitted to inspect any Lot and the interior of any Building upon any Lot and to test any electrical or water installations or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants agents and employees cause as little inconvenience to the proprietor as is reasonable in the circumstances.

35 BY-LAWS

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

36 RULES

The Committee may make rules relating to the Common Property not inconsistent with these By-Laws and the same shall be observed by the proprietors or occupiers of Lots but shall become inoperative unless ratified by a majority resolution at a general meeting of the proprietors held within twelve (12) months of their commencement.

37 RECOVERY OF MONIES

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any proprietor or the servants, agents, invitees or licensees of the proprietor or any of them the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

38 TO OBSERVE BY-LAWS

The duties and obligations imposed by these By-Laws on a proprietor or occupier of a Lot shall be observed not only by the proprietor or occupier but also by the servants, agents, licensees and invitees of such proprietor or occupier.

39 STORAGE IN CAR PARKING SPACES

No storage of goods shall be permitted within any car parking spaces unless there is constructed, with the approval of the Committee a storage compound formed and finished in matching masonry and complete with an approved door all as indicated on the Architect's specification in respect thereof held by the Committee.

40 MEETINGS

Subject to the provision of these By-Laws relating to Special Resolutions accidental omission to give notice to any proprietor or to any registered first mortgagee or non-receipt of such notice by any proprietor or by any registered first mortgagee shall not invalidate any proceedings at any such meetings.

41 MAINTENANCE

The Body Corporate shall maintain all lawns within the Estate and the gardens and painting of any exterior of any structure on the Common Property. The Proprietors of any Lot shall provide suitable access and make any other necessary arrangements to allow the Body Corporate, the Committee or their agents and workmen to carry out these functions.

Proprietors shall maintain their own gardens and the painting of any exterior of any structure on their Lot (hereinafter called "the work") ensuring that the style, condition, colour and general appearance is maintained to a standard acceptable to the Body Corporate.

In the event of a Proprietor not effecting the work when it is needed to be done, as determined by the Committee of the Body Corporate in its absolute discretion, then the Body Corporate may effect such work as required and recover the costs incurred from the Proprietor as a bad debt pursuant to By-Law 46 and/or the *Body Corporate and Community Management Act 1997 as amended*.

42 KEYS

A proprietor of a Lot to whom any keys or any operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the proprietor or the Body Corporate upon the occupier ceasing to be an occupier.

Title Reference 19303176

43 SECURITY

The Committee of the Body Corporate may take all reasonable steps to ensure the security of the Land and Body Corporate personal property and the observance of these By-Laws and without limiting the generality of the foregoing may:-

- (d) close off any part of the Common Property not required for ingress or egress to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any such part of the Common Property;
- (e) permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the Land;
- (f) obtain, install and maintain locks, alarms, communication systems and other security devices.

44 FENCES

No fences of any kind shall be erected without the previous consent in writing of the Committee.

45 SEVERABILITY

The provisions of these By-Laws shall as far as possible be construed as severable provisions to the intent that where any such provision would, but for this By-Law, be invalid or unenforceable, then the remaining provisions of these By-Laws shall nevertheless be valid and enforceable.

46 RECOVERY OF BAD DEBT

A proprietor shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount deemed to be a liquidated debt, incurred in recovering levies or monies duly levied upon that proprietor by the Body Corporate or otherwise payable to the Body Corporate pursuant to the *Body Corporate and Community Management Act 1997* and the Regulation Module, as amended.

47 RECONSTRUCTION

If a dwelling house on a Lot is wholly or partially demolished or destroyed by any cause, within a reasonable time acceptable to the Committee, the proprietor shall reconstruct and reinstate the dwelling house substantially in accordance with its original design and using similar materials so that the external appearance (including the colours used) is substantially the same as the dwelling in its original condition.

48 EXTERIOR ARCHITECTURE

A proprietor of a vacant Lot shall not build or cause to be built a dwelling house on the Lot unless the exterior architecture of the dwelling house is substantially similar in style and appearance (including the colours used) to the existing dwelling houses on other Lots and further that the materials used in the construction of the dwelling house will be of an equal or better quality and finish than the materials of which the dwelling house on the other Lots have been constructed.

49 EXCLUSIVE USE AREAS

Notwithstanding anything contained in By-Laws 2, 3, 4, 41 or 43:

Title Reference 19303176

- 49.1 The owner or occupier for the time being of a Lot identified in Schedule "E" is entitled to the exclusive use and quiet enjoyment for all lawful purposes of that part of the Common Property allocated to the Lot in Schedule "E" ("the Exclusive Use Area");
- 49.2 Subject to By-Law 49.3, the owner or occupier for the time being of a Lot identified in Schedule "E" must, at the owner's or occupier's expense, keep and maintain the Exclusive Use Area, together with any improvements thereon, clean and tidy and in a state of good and serviceable repair and shall be responsible for any maintenance, painting and operating costs in relation to the Exclusive Use Area;
- 49.3 To avoid doubt and for the purposes of the *Dividing Fences Act 1953* and Section 311 of the *Body Corporate and Community Management Act 1997*, the parties required to join in or contribute to the construction, repair, maintenance, painting or replacement of each category of dividing fence described in Column A of Table A in this By-Law are the parties described in Column B of Table A in this By-Law adjacent to that category of dividing fence:

TABLE A	
Column A	Column B
A dividing fence situated on or about the common boundary between two Lots in the Scheme	The owners of the respective Lots
A dividing fence situated on or about the common boundary between an Exclusive Use Area for one Lot in the Scheme and an Exclusive Use Area for another Lot in the Scheme	The owners of the respective Lots
A dividing fence situated on or about the common boundary between one Lot in the Scheme and an Exclusive Use Area for another Lot in the Scheme	The owners of the respective Lots
A dividing fence situated on or about the common boundary between one Lot in the Scheme and an Exclusive Use Area for the same Lot in the Scheme	The owner of the Lot
A dividing fence situated on or about the common boundary between the Scheme Land (whether comprising a Lot in the Scheme or Common Property) and non-Scheme Land	The Body Corporate and (to the extent that the owner of the non-Scheme Land is obliged to join in or contribute to the construction, repair, maintenance, painting or replacement of the dividing fence under the terms of the <i>Dividing Fences Act 1953</i>) the owner of the non-Scheme Land
A dividing fence situated on or about the common boundary between a Lot in the Scheme and Common Property (other than an Exclusive Use Area)	The owner of the Lot and the Body Corporate
A dividing fence situated on or about the common boundary between an Exclusive Use Area for a Lot in the Scheme and Common Property (other than an Exclusive Use Area)	The owner of the Lot and the Body Corporate

Title Reference 19303176

- 49.4 For the purpose of By-Law 49.3, the fence situated on or about the southern boundary of Lots 1 to 7 on GTP 3176 as at the date of execution of this Community Management Statement by the Body Corporate (and any fence erected to replace that fence) is deemed to be a dividing fence situated on or about the common boundary between the Scheme Land and non-Scheme Land, despite the fact that the fence may not be situated precisely along that common boundary.
- 49.5 Nothing in By-Laws 49.3 or 49.4 affect the right of landlords and tenants to claim contributions from each other under Section 20 of the *Dividing Fences Act 1953*.
- 49.6 For the purposes of By-Laws 49.3 and 49.4, the terms "common boundary", "dividing fence", "fence" and "owner" have the same meaning as those terms are given in the *Dividing Fences Act 1953*, unless the context otherwise requires.
- 49.7 If the owner or occupier for the time being of a Lot identified in Schedule "E" fails or neglects to fulfil its obligations under By-Laws 49.2 and 49.3 (after being given reasonable notice by the Body Corporate to do so), the Body Corporate may perform such acts and pay such amounts as would otherwise have been required of or payable by the owner or occupier and the Body Corporate may recover the costs associated with such performance or payment from the owner or occupier as a liquidated debt payable on demand;
- 49.8 The owner or occupier for the time being of a Lot identified in Schedule "E" must not make any improvement to the Exclusive Use Area without the prior written consent of the Body Corporate, which consent may be granted, refused or granted subject to conditions in the absolute discretion of the Body Corporate;
- 49.9 Upon reasonable notice given to the owner or occupier for the time being of a Lot identified in Schedule "E" and at all reasonable times (except in the case of emergencies, the presence of which shall be determined by the Body Corporate, in which case the following rights may be exercised by the Body Corporate without notice and at any time), the Body Corporate may enter, or authorise its agents to enter, the Exclusive Use Area for the purpose of viewing the condition thereof, exercising the Body Corporate's rights under By-Law 49.7 or any other lawful purpose whatsoever.
- 49.10 For the purposes of By-Law 50, references to a Lot include any Exclusive Use Areas for that Lot and, in such circumstances, the owner or occupier of the Exclusive Use Area is deemed to be the owner or occupier of the relevant Lot.

50 OBLIGATIONS WITH RESPECT TO TREES AND STRUCTURES

- 50.1 If any tree, plant or other structure of whatever nature situated on a Lot causes or is or becomes likely to cause injury to any person or damage to any structure situated on another Lot or on Common Property (including, without limitation, any wall or fence situated on or about the boundary between the Lot and Common Property or between the Lot and another Lot), the owner of the Lot must promptly, at the owner's expense, remove the tree, plant or other structure or perform such other remedial works as may be necessary to remove the risk of injury or damage.

Title Reference 19303176

- 50.2 If the owner fails to comply with its obligations under By-Law 50.1 within a reasonable time of being requested to do so in writing by the Body Corporate, the Body Corporate may perform such acts and pay such amounts as would otherwise have been required of or payable by the owner and the Body Corporate may recover the costs associated with such performance or payment from the owner as a liquidated debt payable on demand.
- 50.3 Upon reasonable notice given to the owner or occupier for the time being of the Lot and at all reasonable times (except in the case of emergencies, the presence of which shall be determined by the Body Corporate, in which case the following rights may be exercised by the Body Corporate without notice and at any time), the Body Corporate may enter, or authorise its agents to enter, the Lot for the purpose of exercising its rights under By-Law 50.2.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Details Required by the Regulation Module to be included

Nil

Details Permitted by the Regulation Module to be included

Nil

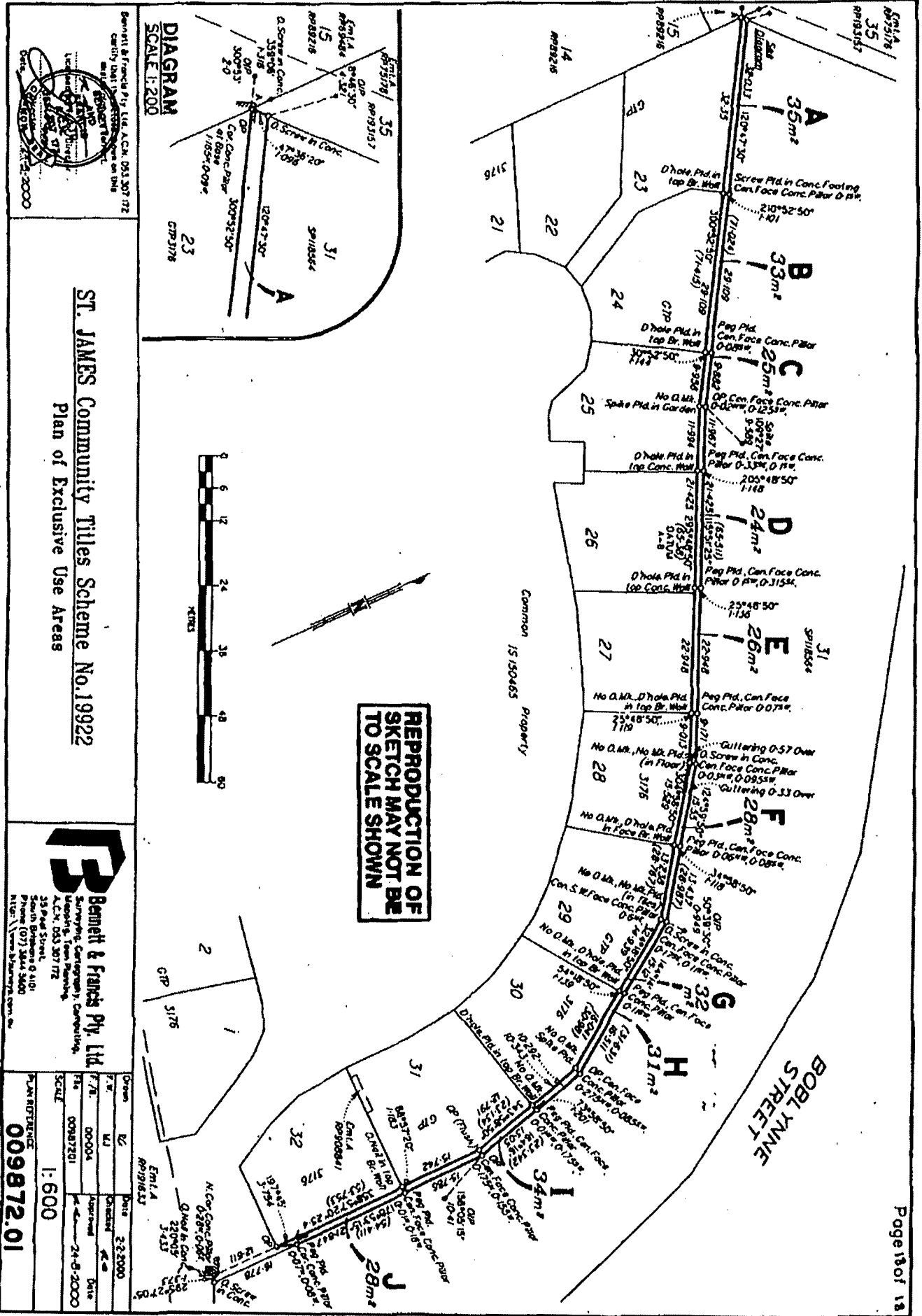
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

LOT	EXCLUSIVE USE AREA ALLOCATED
Lot 1 on GTP3176	Area 1a on Plan 7066-01, attached and marked "B"
Lot 2 on GTP3176	Area 2a on Plan 7066-01, attached and marked "B"
Lot 3 on GTP3176	Area 3a on Plan 7066-01, attached and marked "B"
Lot 4 on GTP3176	Area 4a on Plan 7066-01, attached and marked "B"
Lot 5 on GTP3176	Area 5a on Plan 7066-01, attached and marked "B"
Lot 6 on GTP3176	Area 6a on Plan 7066-01, attached and marked "B"
Lot 7 on GTP3176	Area 7a on Plan 7066-01, attached and marked "B"
Lot 23 on GTP3176	Area A on Plan 009872.01, attached and marked "A"
Lot 24 on GTP3176	Area B on Plan 009872.01, attached and marked "A"
Lot 25 on GTP3176	Area C on Plan 009872.01, attached and marked "A"
Lot 26 on GTP3176	Area D on Plan 009872.01, attached and marked "A"
Lot 27 on GTP3176	Area E on Plan 009872.01, attached and marked "A"
Lot 28 on GTP3176	Area F on Plan 009872.01, attached and marked "A"

Title Reference 19303176

Lot 29 on GTP3176	Area G on Plan 009872.01, attached and marked "A"
Lot 30 on GTP3176	Area H on Plan 009872.01, attached and marked "A"
Lot 31 on GTP3176	Area I on Plan 009872.01, attached and marked "A"
Lot 32 on GTP3176	Area J on Plan 009872.01, attached and marked "A"

"A"



REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN

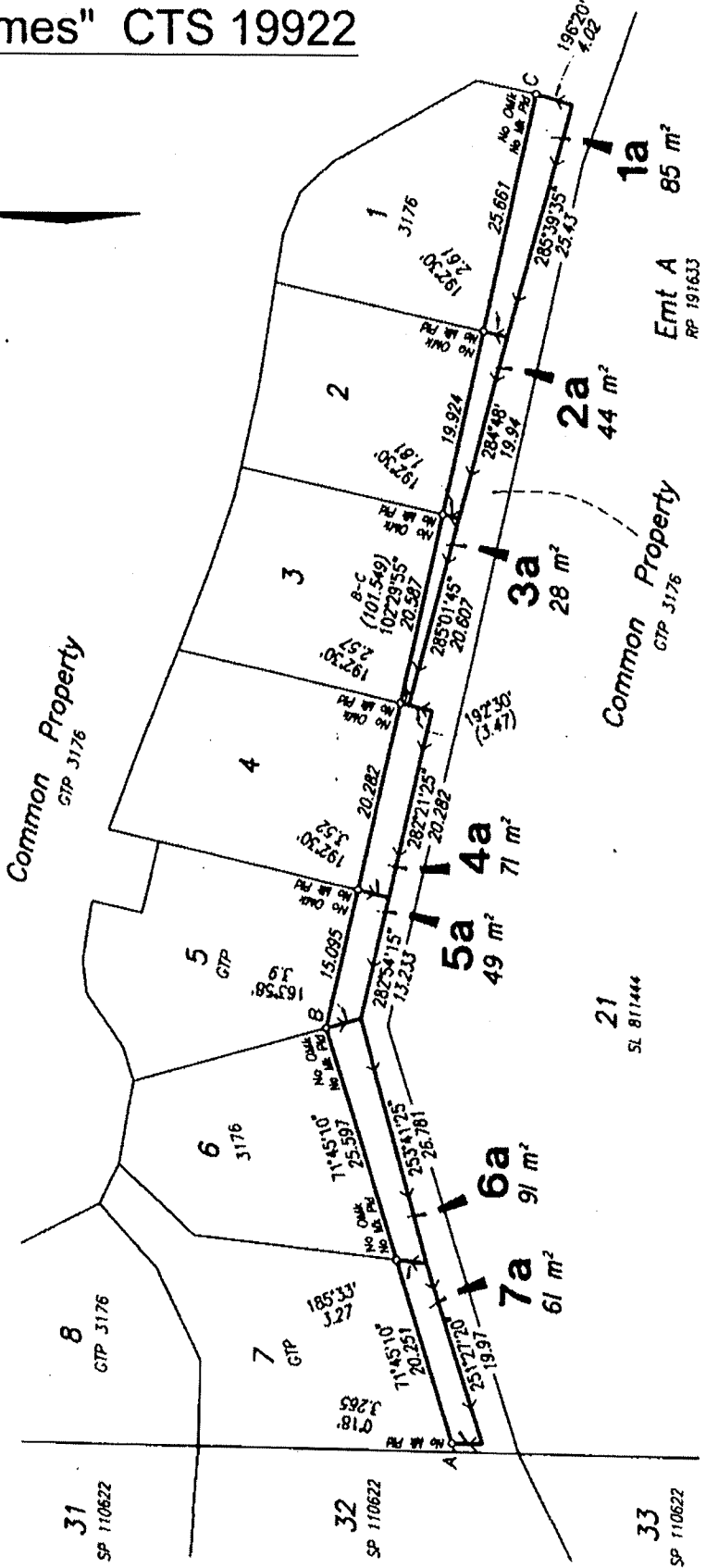
ST. JAMES Community Tiles Scheme No.19922
Plan of Exclusive Use Areas

B Bennett & Francis Pty. Ltd
Surveys, Cartography, Computing.
A.C.N. 058 507 172
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Drawn	By	Date
MJ	2-2-2000	
Checked	By	Date
DP	24-8-2000	
Approved	By	Date
Scale	1:600	
Plan Reference	009872.01	

"St. James" CTS 19922

Sheet of



Notes:
 Exclusive Use boundaries A-B-C are coincident with the Base Parcel Boundary.

LEGEND

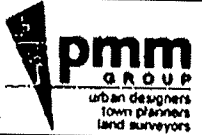
↔ Denotes Centreline of Fence

We PMM Group Pty Ltd ACN 010370448 Licensed Surveyors certify that the details shown on this sketch plan are correct.

[Signature]
 Licensed Surveyor & Director
 Director
 Date 8/3/2004

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES
 Over Part of the Common Property on Level A of "St. James" C.T.S. 19922
 Original Por. 211

PRAM GROUP PTY LTD
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PARISH. INDOOROOPILLY. COUNTY. STANLEY				A3
SCALE. 1 : 500	DATE 02/03/04	SURVEYED. PMM	DWG FILE.7066XUSE	CHECKED BY
MERRIAN GTP 3176	F/B No.	DRAWN JSH	PLAN No. 7066-01	JSH

7066-01
 Sheet 1 of 1