


FORM 14 Version 2
Land Title Act 1994 and Land Act 1994

10.
GENERAL REQUEST

QUEENSLAND LAND REGISTRY
Page 1 of 1

 **704750198**
BE 460 10/05/2001 12:18 \$50.00

Stamp Duty Imprint

1. **Nature of request**
 Registration of Plan
 I hereby request to record ~~the~~ ^{First} Community management statement for ~~the~~ ^{Body Corporate for Vita Community}
2. **Description of Lot** **County** **Parish** **Title Reference**
 Common Property and Lots 1-6 on Stanley Enoggera 11092230
 SP132343 of Vita Community Titles
 Scheme Lots 91 & 92 on RP 37423
 Yewongilly
3. **Registered Proprietor / Crown Lessee**
 Narciso Pty Ltd ACN 064 467 974 as trustee under instrument of trust no. 700232850
4. **Interest**
 Fee Simple
5. **Applicant**
 Narciso Pty Ltd ACN 064 467 974 of 5 Groucho Place, McDowall Qld 4053
6. **Request**
 that the First CMS deposited herewith be recorded as the community management statement for Body Corporate for Vita Community title scheme
7. **Execution by applicant**
 and that the postal address for service of Body Corporate for the scheme is 5 Groucho Place, McDowall

Execution Date Applicant's or Solicitor's Signature
 10/05/01 
 Con Castrisas
 Note: A Solicitor is required to print full name if signing on behalf of the Applicant

~~FIRST NEW~~ COMMUNITY MANAGEMENT STATEMENT

FIRST

THIS STATEMENT MUST

This statement incorporates and must include the following:

29265

- 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

CMS LABEL NUMBER

1. Name of community titles scheme
VITA COMMUNITY TITLES SCHEME

2. Regulation module
RESIDENTIAL-MODULE **SMALL SCHEMES**

3. Name of body corporate
BODY CORPORATE FOR VITA COMMUNITY TITLES SCHEME

4. Scheme land

Description of Lot	County	Parish	Title Reference
COMMON PROPERTY and LOTS 1-8 on SP 132343 OF VITA COMMUNITY TITLES SCHEME	STANLEY	ENOGGERA Yeexongpully	11092230
<i>SECTION 1(c) of the Body Corporate and Community Management Act 1997 does not apply</i>			

5. Name and address of original owner #
NARCISO PTY LTD A.C.N. 064 467 974
5 GROUCHO PLACE, McDOWALL QLD 4053
first community management statement only

6. Reference to plan lodged with this statement
SP 132343

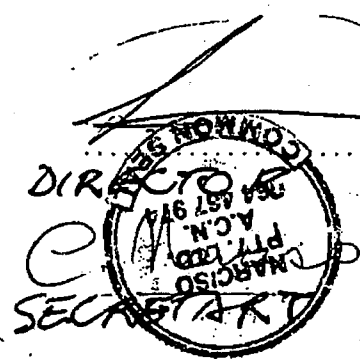
7. Local Government community management statement notation

..... signed
JOHN TAYLOR TOWN PLANNER name and designation
..... name of Local Government
BRISBANE CITY COUNCIL

8. Execution by original owner/Consent of body corporate

Execution Date *Execution

28 13 101.



SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
LOT 1 on SP 132343	1	1
LOT 2 on SP 132343	1	1
LOT 3 on SP 132343	1	1
LOT 4 on SP 132343	1	1
LOT 5 on SP 132343	1	1
LOT 6 on SP 132343	1	1
TOTALS	6	6

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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It is not intended that the Scheme Land be developed progressively.

Section 57(i)(e) & (f) of the Body Corporate and Community Management Act 1997 does not apply.

SCHEDULE C	BY-LAWS
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BY-LAWS

1. **Interpretation**
- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these By-Laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to either gender will include a reference to the other gender. References to persons include natural persons, Bodies Corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these By-Laws provide that something will not be done, a Member is not to attempt to do that thing or permit that thing to be done.
- 1.4 In these By-Laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject conditions.
- 1.5 Where these By-Laws provide that a Member must obtain the consent of the Body Corporate that consent may be given by the Committee.
- 1.6 A reference to a By-Law includes any variation or replacement of that By-Law.
- 1.7 Where a term or expression is used in these By-Laws and it is not defined in these By-Laws it will have the meaning given to it in the BCCM Act.
- 1.8 In these By-Laws, unless the context otherwise requires:-
 - "BCCM Act" means the Body Corporate and Community Management Act 1997;
 - "Body Corporate" means the Body Corporate formed under the BCCM Act on establishment of the Scheme;
 - "Building" means the building or buildings and other fixed structures erected on the Scheme Land;
 - "Committee" means the committee of the Body Corporate elected in accordance with the BCCM Act;

"Lot" or "Lots" means a Lot or Lots on the POS;

"Member" means a person who is bound by these by-laws. It indicates an owner or occupier of a Lot as those terms are defined in the BCCM Act;

"Original Owner" means NARCISO PTY LTD;

"POS" means the Plan of Subdivision _____ Registered pursuant to the BCCM Act;

"Scheme Land" means all the land referred to in the POS;

2. Noise

2.1 A Member must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property. In Particular no Member:-

1. May hold or permit to be held and social gathering in his or her Lot which is likely to breach this By-Law 2.1; and
2. May allow radios, television sets, stereos or the like to emit noise so as to breach the provisions of this By-Law 2.1;

2.2 Where there is any unavoidable noise in a Lot which at any time may breach the provisions of by-law 2.1 the Member must take all practical means to minimize annoyance to other Members by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be required to minimize such annoyance to other Members;

3. Obstruction

3.1 A Member must not obstruct the lawful use of the Common Property by someone else;

4. Damage to Lawns etc.

4.1 A Member must not, without the Body Corporate's written approval:-

1. Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
2. Use a part of the Common Property as a garden.

4.2 An approval under subsection 4.1 must state the period for which is given;

4.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Member;

5. Damage to Common Property

5.1 A Member 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;

5.2 However, a Member may install:-

- (a) A locking or safety device to protect the Lot against intruders; or
- (b) A screen to prevent entry of animals or insects;

if the device is soundly built and is consistent with the color, style and materials of the Building;

5.3 A Member must keep a device installed under Subsection 5.2 in good order and repair;

6. Behavior of Invitees

- 6.1 A Member must take reasonable steps to ensure that the Member's or Member's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property;
- 6.2 The Member will be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in the Body Corporate caused by such Member or their invitees;
- 6.3 A Member in respect of a Lot which is subject of a Lease or Licence Agreement must take all reasonable steps, including any action available to that Member under any such Lease of Licence Agreement, to ensure that any Member or other Member or their invitees comply with the provisions of these by-laws;
- 6.4 Where the Body Corporate expends money to make good damage caused by a breach of the BCCM Act or of these by-laws by any Member the Body Corporate shall be entitled to recover the amount so expended as a debt and any action in any Court of competent jurisdiction from the Member at the time when the breach occurred;
- 7. Leaving of Rubbish etc on the Common Property**
- 7.1 A Member 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;
- 8. Appearance of Lot**
- 8.1 A Member must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds;
- 8.2 A Member must not, without the Body Corporate's written approval:-
- (a) Hang washing, bedding or other cloth articles; or
 - (b) Display a sign, advertisement, placard, banner, pamphlet or similar article,
- within the Lot if it is visible from another Lot or the Common Property, or from outside the Scheme Land;
- 8.3 A Member of a Lot which contains a balcony, terrace or courtyard area is responsible for the maintenance of that area whether it be included as part of a title to a Lot or by way of exclusive use of Common Property. A Member must ensure that any plants kept in such area are maintained in good health and condition and as not to be offensive in appearance to other Members and that the size and type of trees, shrubs, creepers, plants and the like must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment by other Members of their Lots;
- 9. Storage of Flammable Materials**
- 9.1 A Member must not, without the Body Corporate's written approval, store a flammable substance on the Common Property;
- 9.2 A Member 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 cleaning purposes;
- 9.3 A Member must not bring to, do or keep anything in his or her Lot which will increase the rate of fire insurance premium on the Building or the Common Property or which may conflict with the laws and/or regulations relating to fires or an insurance policy upon the Building or the Common Property or the regulations or ordinances of any public authority for the time being in force;
- 10. Garbage Disposal**
- 10.1 Unless the Body Corporate provides some other way of garbage disposal, a Member 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;
- 10.2 A Member must:-

- (a) Comply with all local Government local laws about disposal of garbage; and
 - (b) Ensure that it does not, in disposing of garbage, adversely affect the health, hygiene and comfort of the Members of other Lots;
- 10.3 Incinerators and garbage cans shall be placed only where approved by the Body Corporate and used only for the purpose of which they are provided;
- 10.4 Empty bottles, boxes, used containers and similar items must be stored tidily and, so far as possible, out of sight;
- 10.5 The Body Corporate may make rules from time to time with regard to the disposal of rubbish down garbage chutes and in the areas set aside for garbage disposal;
- 11. Keeping of Animals**
- 11.1 Subject to S143 of the BCCM Act a Member must not, without the Body Corporate's written approval:-
- (a) Bring an animal onto, or keep an animal on, the Lot or Common Property; or
 - (b) Permit an invitee to bring an animal onto, or keep an animal on, the Lot or the Common Property;
- 11.2 A Member must obtain the Body Corporate's written approval before or bringing, or permitting an invitee to bring an animal onto the Lot or the Common Property;
- 12. Use of Lots**
- 12.1 Each Lot must be used only for the following purposes:-
- (a) Residential Lots for residential purposes;
- 12.2 Where a car space or storage space forms part of a Lot then that area must be used for that intended purpose only;
- 12.3 A Member must not use his or her Lot for any purpose which may be illegal;
- 13. Aerials and Receivers**
- 13.1 No other Member may, without the consent in writing of the Body Corporate, be entitled to erect any outside wireless, television aerial, skydish receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature;
- 14. No Structural Alterations Without Permission:**
- 14.1 No structural alteration may be made to any Lot (including any alteration to gas, water, electrical installation or work for the purpose of enclosing in any manner whatsoever, the balcony of any Lot and including the installation of any air conditioning system) without the previous consent in writing of the Body Corporate. Implicit in any permission which may be given is that there shall be reasonable access to the body Corporate at all times;
- 15. No External Blinds**
- 15.1 No external blinds or awnings shall be erected without the previous consent in writing of the Body Corporate;
- 16. Replacement of Glass**
- 16.1 Windows shall be kept clean and promptly replaced with fresh glass of the same kind, color and weight as at present if broken or cracked or chipped;
- 17. Use of Water**
- 17.1 A Member must ensure that all water taps in his or her Lot are properly turned off after use;

18. Use Of Appurtenances

18.1 The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in the Lot. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Member whether the same is caused by the Member's own actions or those of any Member or invitees;

19. Notice of Accident to be given

19.1 A Member must give the Body Corporate prompt notice of any accident to or fault in the water pipes, gas pipes, electrical installations or fixtures which comes to his or her knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary;

20. Keeping Lots Clean

- 20.1 All Lots must be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects;
- 20.2 Each Member is responsible for the interior maintenance of his or her Lot, including balconies, terraces and courtyards (if any);
- 20.3 Each Member must regularly (and at least once each month) clean the interior windows forming part of the Lot;

21. Renovation of a Lot

21.1 Any renovation of any Lot must comply with the following:-

1. All relevant permits (if any) to be obtained from all relevant authorities in compliance with regulations and by-laws;
2. The Body Corporate by-laws to be adhered to during the course of any works;
3. Any damage sustained to Common Property during the course of any works to be rectified by the Member to the satisfaction of the Body Corporate;
4. No load bearing wall or supports to be removed or interfered with, without the written consent of the Body Corporate;
5. The Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Member shall comply with all such requests;

21.2 A Member must not hang curtains visible from outside the Lot unless those curtains have a backing of off white or cream color without the prior written approval of the Body Corporate. A Member must not install, renovate and/or replace a curtain backing or window tinting without having the color and design of same approved by the Body Corporate. In giving such approvals the Body Corporate must ensure so far as practicable that curtain backings and window tinting used in all Lots presents a uniform appearance when viewed from outside the Building (from any place or angle whatsoever);

21.3 A Member must not alter the outside appearance of his or her Lot or cause to be constructed or placed to or upon any part of the Lot which can be viewed (from any place or angle whatsoever) external to the Lot any materials or items unless such works or such act is first approved by the Body Corporate;

22. Member not to Litter

22.1 A Member must 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 the windows or doors or down the staircase, passage or

skylights, from balconies, from the roof or in passageways of the Building. Any damage or costs for cleaning or repair caused by a breach of this by-law must be borne by the Member concerned;

23. Infectious Diseases

23.1 In the event of any infectious disease which may require notification by virtue of any Statute, regulation or Ordinance affecting any person in any Lot the Member of such Lot must give, or cause to be given, written notice and any other information which may be required to the Body Corporate and must pay to the Body Corporate the expenses of disinfecting the Building where necessary and placing articles of things the destruction of which may be rendered necessary by such disease;

24. Security

24.1 All doors and windows to any Lot must be securely fastened on all occasions when they are left unoccupied and the Body Corporate reserves the right for itself or its Manager or any person appointed by it to enter and fasten same if left insecurely fastened;

25. Security Systems

25.1 All security equipment installed on Common Property and used in connection with the provision of security for the Scheme Land will with the exception of the equipment installed upon any Lot be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which must be maintained at the cost and expense of the Member of the Lot) the property of the Body Corporate must be repaired and maintained at the cost and expense of the Body Corporate;

25.2 In no circumstances will the Body Corporate be responsible to a Member (and the Member is not entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended or failure to detect the operation non-operation of any system. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Member will allow the Body Corporate by its employees, agents or contractors to enter upon the Lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be at the cost and expense of the Member of the Lot;

25.3 The Body Corporate is entitled to make rules and regulations for the benefit of all Members regulating the security and the operation of it upon the Scheme Land. Such rules and regulations shall not be inconsistent with these by-laws. The Members must ensure compliance with such rules and regulations so made until they are revoked, amended or altered by a majority resolution of the Body Corporate in general meeting;

25.4 Member must ensure all security systems are used by the Member and invitees in the manner intended;

26. Display Lot

26.1 Whilst the Original Owner remains a Member of any Lot in the Building, it and its officers, servants and/or agents are entitled to utilize any Lot in the Building of which remains a Member, as a display Lot, for the purpose of allowing prospective Buyers of any Lot in the Building to inspect such Lot or Lots. In addition the Original Owner may:-

- (a) Place such signs and other advertising and display material in and about the Building, and about other parts of the Common Property other than the Building, which will not at any time, and from time to time, be more in terms of number and size, than is reasonably necessary;
- (b) Have full and uninterrupted access to the Building for the purposes aforesaid during the hours of 10.00am to 10pm, seven (7) days per week;
- (c) Conduct a sale or auction of a Lot within a Lot or on Common Property;

27. Tenants to have Notice of By-Laws

27.1 A copy of these by-laws (or a summary approved by the Body Corporate) must be exhibited in a prominent

place in any Lot made available for letting;

28. Notices

28.1 Members must observe the terms of any notice displayed by the Body Corporate or of any statutory authority;

29. Recovery by Body Corporate

29.1 Where the Body Corporate expends money to make good damage caused by breach of the BCCM Act or of these by-laws by and Member, the Body Corporate is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred;

30. Recovery of Legal Costs, Interest and Other Moneys

30.1 If a contribution levied under the BCCM Act is unpaid for a period of thirty (30) days after it falls due for payment then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in a general meeting from time to time;

30.2 A Member must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount being deemed to be a liquidated debt, due in recovering any contributions levied under the BCCM Act or other moneys duly levied upon the Lot of that person by the Body Corporate pursuant to the BCCM Act including any interest under By-lay 34.1;

30.3 If a prior Member of a Lot owes interest on a contribution, then any new Member of that Lot will be jointly and severally liable with the prior Member for payment of the interest;

31. Vehicles

31.1 The occupier of a Lot must not, without the Body Corporate's written approval:-

1. Park a vehicle, or allow a vehicle to stand, on the common property; or
2. 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;

31.2 An approval under subsection (1) must state that the period for which is given, with the exception of designated visitor parking.

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

32. Committee of the Body Corporate to Be Permitted to Enter

32.1 Except in the case of an emergency (in which case no notice is required), upon one (1) days notice in writing the Committee of the Body Corporate and its servants, agents and contractors are permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in such 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 Proprietor or his or her invitees). If not so permitted they may effect an entry. The Committee of the Body Corporate, in exercising this power, must ensure that its servants, agents and employees cause as little inconvenience to the Proprietor as is reasonable in the circumstances.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

SECTION 57 (1) (e) + (f) of the Body Corporate and Community Management Act 1997 does not apply

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

Nil