

THIS STATEMENT MUST BE LODGED TOGETHER

This statement incorporates and must  
include the following:

28058

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

Riverscape East Community Titles Scheme 28058

## 2. Regulation module

Accommodation Module

## 3. Name of body corporate

Body Corporate for Riverscape East Community Titles Scheme 28058

## 4. Scheme land

Lot on Plan Description  
 See Enlarged Panel

Title Reference

## 5. #Name and address of original owner

Not Applicable

## 6. Reference to plan lodged with this statement

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

The Body Corporate for Riverscape East CTS 28058



18/09/2020  
 Execution Date

Chairperson/Secretary

Committee Member

\*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 DNRM see the department's website.

Title Reference [ 50312800 ]

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Riverscape East Community Titles Scheme 28058	Stanley	South Brisbane	50312800
Lot 1 on SP 109588	Stanley	South Brisbane	50312801
Lot 2 on SP 109588	Stanley	South Brisbane	50312802
Lot 3 on SP 109588	Stanley	South Brisbane	50312803
Lot 4 on SP 109588	Stanley	South Brisbane	50312804
Lot 5 on SP 109588	Stanley	South Brisbane	50312805
Lot 6 on SP 109588	Stanley	South Brisbane	50312806
Lot 7 on SP 109588	Stanley	South Brisbane	50312807
Lot 8 on SP 109588	Stanley	South Brisbane	50312808
Lot 9 on SP 109588	Stanley	South Brisbane	50312809
Lot 10 on SP 109588	Stanley	South Brisbane	50312810
Lot 11 on SP 109588	Stanley	South Brisbane	50312811
Lot 12 on SP 109588	Stanley	South Brisbane	50312812
Lot 13 on SP 109588	Stanley	South Brisbane	50312813
Lot 14 on SP 109588	Stanley	South Brisbane	50312814
Lot 15 on SP 109588	Stanley	South Brisbane	50312815
Lot 16 on SP 109588	Stanley	South Brisbane	50312816
Lot 17 on SP 109588	Stanley	South Brisbane	50312817
Lot 18 on SP 109588	Stanley	South Brisbane	50312818
Lot 19 on SP 109588	Stanley	South Brisbane	50312819
Lot 20 on SP 109588	Stanley	South Brisbane	50312820
Lot 21 on SP 109588	Stanley	South Brisbane	50312821
Lot 22 on SP 109588	Stanley	South Brisbane	50312822
Lot 23 on SP 109588	Stanley	South Brisbane	50312823
Lot 24 on SP 109588	Stanley	South Brisbane	50312824
Lot 25 on SP 109588	Stanley	South Brisbane	50312825
Lot 26 on SP 109588	Stanley	South Brisbane	50312826
Lot 27 on SP 109588	Stanley	South Brisbane	50312827
Lot 28 on SP 109588	Stanley	South Brisbane	50312828
Lot 29 on SP 109588	Stanley	South Brisbane	50312829
Lot 30 on SP 109588	Stanley	South Brisbane	50312830
Lot 31 on SP 109588	Stanley	South Brisbane	50312831
Lot 32 on SP 109588	Stanley	South Brisbane	50312832
Lot 33 on SP 109588	Stanley	South Brisbane	50312833
Lot 34 on SP 109588	Stanley	South Brisbane	50312834
Lot 35 on SP 109588	Stanley	South Brisbane	50312835
Lot 36 on SP 109588	Stanley	South Brisbane	50312836
Lot 37 on SP 109588	Stanley	South Brisbane	50312837
Lot 38 on SP 109588	Stanley	South Brisbane	50312838
Lot 39 on SP 174807	Stanley	South Brisbane	50623562
Lot 40 on SP 109588	Stanley	South Brisbane	50312840
Lot 41 on SP 109588	Stanley	South Brisbane	50312841
Lot 42 on SP 109588	Stanley	South Brisbane	50312842
Lot 43 on SP 109588	Stanley	South Brisbane	50312843
Lot 44 on SP 109588	Stanley	South Brisbane	50623562

Title Reference [ 50312800 ]

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP 109588	248	248
Lot 2 on SP 109588	238	238
Lot 3 on SP 109588	293	293
Lot 4 on SP 109588	203	203
Lot 5 on SP 109588	283	283
Lot 6 on SP 109588	228	228
Lot 7 on SP 109588	238	238
Lot 8 on SP 109588	193	193
Lot 9 on SP 109588	288	288
Lot 10 on SP 109588	233	233
Lot 11 on SP 109588	243	243
Lot 12 on SP 109588	193	198
Lot 13 on SP 109588	288	298
Lot 14 on SP 109588	233	243
Lot 15 on SP 109588	243	253
Lot 16 on SP 109588	198	203
Lot 17 on SP 109588	298	308
Lot 18 on SP 109588	243	253
Lot 19 on SP 109588	253	263
Lot 20 on SP 109588	203	208
Lot 21 on SP 109588	308	318
Lot 22 on SP 109588	253	263
Lot 23 on SP 109588	263	273
Lot 24 on SP 109588	208	213
Lot 25 on SP 109588	318	213
Lot 26 on SP 109588	263	243
Lot 27 on SP 109588	273	253
Lot 28 on SP 109588	213	203
Lot 29 on SP 109588	213	198
Lot 30 on SP 109588	228	228
Lot 31 on SP 109588	238	238
Lot 32 on SP 109588	193	193
Lot 33 on SP 109588	203	203
Lot 34 on SP 109588	233	233
Lot 35 on SP 109588	243	243
Lot 36 on SP 109588	198	198
Lot 37 on SP 109588	213	213
Lot 38 on SP 109588	243	243
Lot 39 on SP 174807	253	253

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Lot 40 on SP 109588	203	203
Lot 41 on SP 109588	223	223
Lot 42 on SP 109588	253	253
Lot 43 on SP 109588	263	263
Lot 44 on SP 109588	208	208
<b>TOTALS</b>	10487	10487

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

This is a Subsidiary Scheme in accordance with the layered arrangements identified Riverscape Common Titles Scheme 27918 ("the Principal Scheme").

**SCHEDULE C BY-LAWS**

**PART A – PRELIMINARY**

**1. Structure**

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminar;
- (b) Part B – Interferences;
- (c) Part C – Works; and
- (d) Part D – Regulation of use

**2. Definitions and interpretation**

- (a) **'Act'** means the *Body Corporate Community Management Act 1997*(Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non- structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in:
  - (i) the Scheme; or
  - (ii) where appropriate in the circumstances, a subsidiary scheme.
- (h) **'Occupier'** means any person that occupies a Lot.

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- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Riverscape East CTS 28058.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (n) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (o) **'Smoke'** means –
  - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
  - (ii) for a personal vaporiser—inhale through the vaporiser; or
  - (iii) for a hookah—inhale through the hookah.
- (p) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (q) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

### 3. Layered arrangement

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3.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

### 4. Applicability of these by-laws

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4.1 An Owner whose Lot is subject to a lease, license or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

4.2 Occupiers must:

- (a) comply with these by-laws to the extent they apply to an Owner; and
- (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

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**5. Tenancies**

- 5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
- (a) the name of the tenant and all Occupiers;
  - (b) the service address of the tenant;
  - (c) the term of the tenancy;
  - (d) the name and service address of the Owner's letting agent for the tenancy; and
  - (e) any other information the Body Corporate may reasonably require.

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**6. Application and approval process**

- 6.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 6.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
  - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
  - (c) grant its approval on reasonable and relevant conditions; or
  - (d) refuse any application if it is reasonable to do so.
- 6.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 6.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

**PART B – INTERFERENCES**

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**7. Noise and nuisances**

- 7.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

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**8. Obstruction**

- 8.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or

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- (b) use as storage, or place items on, the Common Property.

**9. Smoking**

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- 9.1 An Owner or Occupier must not Smoke on their Lot in a manner that:
- (a) causes a nuisance or a hazard; or
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by persons lawfully on the Common Property.
- 9.2 An Owner or Occupier must not Smoke:
- (a) anywhere on the Common Property;
  - (b) on the balcony of a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift; and
  - (c) in a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift.
- 9.3 An Occupier must not dispose of cigarette butts or ash by throwing such items from the balcony of a Lot and must dispose of cigarette butts or ash by putting such items in a closed container in their Lot.

**10. Auctions**

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- 10.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**11. Garage sales**

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- 11.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**12. Parking**

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- 12.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in a designated cleaning bay or exclusive use area); or
  - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

**13. Vehicles**

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- 13.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

**14. Communications**

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- 14.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;

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- (b) a nuisance;
- (c) threatening or intimidating;
- (d) defamatory; or
- (e) anti-social.

**15. Damage**

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- 15.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

**16. Common Property Improvements**

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- 16.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 16.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

**17. Boundary Improvements**

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- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
  - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot; or
  - (c) roofing membranes that are not common property but that provide protection for lots or common property.

**18. Structural Improvements**

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- 18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:
- (a) foundation structures;
  - (b) roofing structures providing protection; or
  - (c) essential supporting framework, including but not limited to load-bearing walls.

**19. Internal Alterations to a lot**

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- 19.1 An Owner or Occupier must not replace existing floor coverings with any flooring covering other than carpet, except with the Committee's written approval. This includes (excluding wet areas) the following –
- (a) tiles;
  - (b) marble;
  - (c) timber;
  - (d) linoleum;
  - (e) vinyl;



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- (f) floating floors; or
  - (g) any other type of hard flooring
- 19.2 The purpose of by-law 19.1 is to ensure that an appropriate standard of sound proofing is maintained to prevent noise transmission from the floor to the Lot or Lots below or to other Lots on the same level that is likely to disturb the peaceful enjoyment of the use of those Lots.
- 19.3 The Committee in giving any approval under by-law 19.1 may require any or all of the following conditions (depending on the type of flooring) —
- (a) a marked-up floor plan to clarify the extent and nature of the works;
  - (b) evidence that the proposed flooring will achieve an impact sound insulation rating of less than or equal to L'nT,w 55 in accordance with ISO 717-2 (eg, a floor impact test of the proposed flooring);
  - (c) evidence that the underlay is suitable for the type of flooring being installed and meets the standard required under by-law 19.3(b) and, for this purpose, the underlay is to be a high-quality acoustic underlay;
  - (d) a minimum 5mm clearance around the perimeter of the floor, which clearance is to be sealed with a resilient sealing compound;
  - (e) the flooring system to be laid strictly in accordance with the supplier's recommended procedures;
  - (f) the installer is experienced in the laying of acoustic/hard flooring systems;
  - (g) pads to be placed under moveable furniture, specifically chairs;
  - (h) carpet runners and mats/rugs placed on heavily trafficked areas;
  - (i) evidence that the Owner or Occupier of the Lot or Lots below has been notified of the Occupier's intention to replace the flooring; and
  - (j) on completion, provide to the Committee a certificate from a member of the Australian Associates of Acoustic Consultants that the flooring complies with the conditions imposed by the Committee.
- 19.4 If an Owner or Occupier fails to comply with the conditions set out in by-law 19.3, then the Occupier must, within a reasonable time, cause the removal of the flooring and/or have any necessary procedures or additional work is undertaken in order for the flooring to comply with the requirements of by-law 19.3.
- 19.5 An Owner or Occupier must not remove, alter or otherwise interfere with any internal walls or dividing walls except with the Committee's written approval. The purpose of this by-law is to ensure that the structural integrity of the building is maintained.
- 19.6 An Owner or Occupier must not change any Utility Infrastructure or Utility Service within a Lot, except with the Committee's written approval. The purpose of this by-law is to ensure that the Utility Infrastructure or Utility Service servicing other Lots and the Common Property is not affected in any manner.
- 19.7 An approval given under by-law 19.1, 19.5 or 19.6 may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the works being undertaken by the Owner or Occupier are not likely to promote a breach of the Act or these by-laws.
- 19.8 Conditions imposed by the Committee under by-laws 19.1, 19.5 or 19.6 may include —
- (a) the works are in accordance with the Building Code of Australia;
  - (b) all local government and other approvals are obtained, if required;
  - (c) the works comply with all relevant fire regulations;

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- (d) a time table be provided with an estimated commencement and completion date of the works;
- (e) all tradespersons engaged by the Owner or Occupier are appropriately qualified and insured;
- (f) where Owner or Occupiers or tradespersons are carrying any equipment or materials in the lift, it must be padded with protective coverings;
- (g) drop sheets are to be placed in the foyers of any level or lifts which will be traversed by the tradespersons and the foyers and lifts are to be kept clean and tidy at all times;
- (h) tradespersons are to be adequately supervised and the Owner or Occupier is responsible for ensuring that the tradespersons are conversant with these by-laws;
- (i) work is only to be carried out between the hours of 7:00am and 5:00pm, Monday - Friday, but not on public holidays (with unusually noisy work, such as jack-hammering, drilling, grinding or other similar works not commencing before 8.00am);
- (j) despite by-law 19.8(i) work that is not noise, fume or dust invasive can be carried out at any time, including weekends;
- (k) tradespersons must not occupy the visitor car parks overnight, without prior written approval from the Body Corporate;
- (l) no materials or equipment are to be stored or left unattended on the Common Property without prior approval of the Committee (this including obtaining permission for a skip bin).

19.9 In relation to an application made under by-law 19.5 or 19.6 the Owner or Occupier must supply to the Committee –

- (a) nature and description of the alteration;
- (b) any relevant plans; and
- (c) where applicable, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

**20. External appearance of a lot**

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20.1 Where an Owner or Occupier wishes to change the external appearance of a Lot, the Occupier may only do so with the Committee's written approval, except where it is a minor improvement as that term is defined in the Act and the minor improvement does not detract from the amenity of the lot and its surrounds. In all other cases, the approval must be given in writing by the Body Corporate.

20.2 A change to the external appearance of a Lot includes (but is not limited to) the erection of external blinds or awnings, external ceiling fans, the enclosure of a patio or balcony, the erection of aerials or satellite dishes, and the installation of an air-conditioning unit.

20.3 An Owner or Occupier 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 of the Scheme Land.

20.4 An Owner or Occupier may also make an application to install an over bonnet storage box on their designated parking space as long as the unit does not protrude from the parking space and the installation meets all relevant standards. The Body Corporate recommends a unit which complies with the following specifications:

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- (a) the unit should be freestanding and not secured to the Common Property;
- (b) no more than 180kg;
- (c) white or cream in colour;
- (d) 2.4m wide, 2.4m high and 1.00m deep. Height can be adjustable but should not be less than 2.15m or taller than 2.4m;
- (e) 70% of the roof of the unit should be perforated to comply with Australian Fire Regulations.

20.5 An Owner must not enclose their designated car space without the Body Corporate's written approval

20.6 An approval given under by-law 20.1, 20.2, 20.3, 20.4 and 20.5 may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken does not affect the structural integrity of the building, does not affect the visual amenity of the Scheme Land and is not likely to promote a breach of the Act or these by-laws.

20.7 In relation to an application made under this by-law, the Owner or Occupier must supply to the Committee -

- (a) nature and description of the alteration;
- (b) any relevant plans; and
- (c) where applicable, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

20.8 An Owner or Occupier, with the Body Corporate's prior consent, may install outdoor furniture on a balcony of a Lot. An Owner or Occupier of a Lot which contains a balcony, terrace or garden area is responsible for the maintenance of that area. An Owner or Occupier must ensure that any plants kept in such an area are maintained in good health and condition and so 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 view from another Lot or interfere with the use and enjoyment by other members of their Lots or of the Common Property. When an Owner or Occupier is maintaining or cleaning such areas, or watering or maintaining plants, it must ensure that no water, wastewater or waste products drain onto or otherwise fall onto Common Property or other Lots within the scheme.

PART D – REGULATION OF USE

**21. Animals**

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21.1 Subject to Section 181 of the Act, an Occupier must not, without the Committee's written approval, which may be given on conditions, keep any animal in a Lot or on the Common Property.

21.2 An application must contain –

- (a) all details about the animal, including breed, sex, age and name;
- (b) a photograph of the animal; and
- (c) the written consent of the Owner, if the applicant is not the Owner.

21.3 Any approval given under by-law 21.1 may contain the following conditions –

- (a) other than when the animal is entering or exiting the Scheme Land, the animal must be kept within the Lot;
- (b) the animal must not roam or be allowed to roam on Common Property or into another Lot;
- (c) when the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off Scheme Land, it must be transported in a pet carrier or otherwise appropriately restrained;

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- (d) the animal may only be taken into the lift servicing the Scheme Land only if –
  - (i) the lift is empty; or
  - (ii) if the lift is not empty, the occupant's consent to the animal travelling in the lift.
- (e) any animal litter or waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the Scheme Land and, where any part of the Scheme Land is soiled, it must be immediately cleaned and disinfected by the controller of the animal at the time;
- (f) the animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
- (g) where required by the Local Government ordinances, the animal must be registered with the Local Government and where the animal is a dog or cat it must wear an identification tag, tattoo or microchip;
- (h) the animal must be kept in good health and free from fleas and parasites; or
- (i) upon request by the Committee, the Occupier must provide to it a veterinary certificate confirming the animal's good health.

21.4 The Body Corporate may rescind its approval at any time if it reasonably considers the Occupier has not complied with any conditions of approval and upon such rescission of approval the animal shall be removed from the Lot and the Scheme Land within 14 days of the rescission of approval.

21.5 Any approval under by-law 21.1 shall only operate until the death of the animal, at which time any replacement animal will require a new application.

**22. Alienation**

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22.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
- (b) alienate in any way any part of the common property; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

**23. Common Property Garbage**

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23.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

23.2 An Owner or Occupier must:

- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (b) place all recyclable rubbish in the recycling receptacles;
- (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (e) not cause damage to the garbage receptacles;
- (f) not overfill the garbage receptacles; and

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- (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

**24. Dangerous substances**

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- 24.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or
  - (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

**25. Removals**

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- 25.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:
- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
  - (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

**26. No interference**

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- 26.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
  - (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

**27. Interference with support, shelter, utility infrastructure**

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- 27.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
  - (b) utility infrastructure or utility services; or
  - (c) body corporate assets.

**28. Health and safety**

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- 28.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
  - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

**29. Social functions**

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- 29.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

Title Reference [ 50312800 ]

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**30. Use of lots**

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- 30.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
  - (b) a home office that does not compete with the Caretaking Service Contractor; or
  - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
    - (i) the purposes of management of the Scheme;
    - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
    - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 30.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.
- 30.3 All Owner or Occupiers must comply with any applicable Council regulations including compliance with the Brisbane City Plan and development approval requirements, and also the relevant provisions of the Building Code of Australia and the Queensland Development Code. Where non-compliance occurs the Body Corporate will refer the matter to the relevant authorities for remedial action.

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**31. Letterbox**

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- 31.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

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**32. Security**

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- 32.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:
- (a) interfere or tamper with a Security Access Device;
  - (b) copy a Security Access Device;
  - (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
  - (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

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**33. BBQ Area**

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- 33.1 Owners and Occupiers may not exclusively use the barbecue facilities on the Common Property without approval by the Body Corporate.
- 33.2 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:
- (a) not already being used by another Owner or Occupier;
  - (b) not exclusively used;
  - (c) not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
  - (d) not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and

**Title Reference [ 50312800 ]**

- (e) cleaned and tidied after use.

**34. Gym**

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- 34.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the gymnasium in a way which:
- (a) the gym should not be used between the hours of 9.30pm and 6.00am;
  - (b) does not cause damage to the Common Property or body corporate assets;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not cause a hazard or safety risk;
  - (e) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (f) is for the equipment's intended purpose;
  - (g) places towels on equipment during use to prevent sweat on the equipment;
  - (h) leaves the area clean and tidy after use;
  - (i) places all moveable equipment back in its designated place after use; and
  - (j) wipes and sanitises any sweat on the equipment after use.

**35. Pool**

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- 35.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the pool in a way which:
- (a) the pool should not be used between the hours of 9.30pm and 6.00am;
  - (b) does not cause damage;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
  - (e) does not cause a hazard or safety risk;
  - (f) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (g) leaves the area clean and tidy after use;
  - (h) does not bring animals into the area; and
  - (i) does not bring glass into the area.

**36. Spa**

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- 36.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the spa in a way which:
- (a) the spa should not be used between the hours of 9.30pm and 6.00am;
  - (b) includes showering before use;
  - (c) does not cause damage;

**Title Reference [ 50312800 ]**

- (d) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (e) does not interfere with the maintenance or upkeep of the spa or the surrounding areas;
- (f) does not cause a hazard or safety risk;
- (g) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (h) leaves the area clean and tidy after use;
- (i) does not bring animals into the area; and
- (j) does not bring glass into the area.

**37. Sauna**

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- 37.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the sauna in a way which:
- (a) includes wearing a towel and suitable bathing attire;
  - (b) does not cause damage;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not interfere with the maintenance or upkeep of the sauna or the surrounding areas;
  - (e) does not cause a hazard or safety risk;
  - (f) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (g) leaves the area clean and tidy after use;
  - (h) does not bring animals into the area.

**38. Cleaning bay**

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- 38.1 Owners and Occupiers must not use a designated cleaning bay in a way which:
- (a) causes damage to the designated cleaning bay area, body corporate asset, any Lot or the Common Property;
  - (b) causes an unreasonable interference with the use or enjoyment of another Lot or the Common Property;
  - (c) backlogs or causes a blockage in any drainage system;
  - (d) is for any purpose other than the cleaning of Vehicles; and
  - (e) allows a Vehicle to be parked longer than is reasonably necessary to use the designated cleaning bay for the cleaning of Vehicles.

**39. Bicycle racks**

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- 39.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the bicycle rack in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;



**Title Reference [ 50312800 ]**

- (b) does not cause damage to another Owner or Occupier's bicycle;
- (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (d) does not cause a hazard or safety risk;
- (e) is for the bicycle rack's intended purpose;
- (f) leaves the area clean and tidy after use;
- (g) does not prevent other Owner and Occupier's bicycles from being removed;
- (h) does not promote a risk of theft or damage of any Owner or Occupier's bicycle; and
- (i) does not overload the bicycle rack to store more bicycles than its intended limit.

**40. Secure kayak storage**

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- 40.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the secure kayak storage in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;
  - (b) does not cause damage to another Owner or Occupier's kayak;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not cause a hazard or safety risk;
  - (e) is for the facility's intended purpose;
  - (f) leaves the area clean and tidy after use;
  - (g) does not prevent other Owner and Occupier's kayaks from being removed;
  - (h) does not promote a risk of theft or damage of any Owner or Occupier's kayak; and
  - (i) does not overload the secure kayak storage to store more kayaks than its intended limit.

**41. Ablution**

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- 41.1 Owners and Occupiers must only use, and permit the use by its Visitors of, the ablution facilities in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;
  - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (c) does not cause a hazard or safety risk;
  - (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (e) is for the ablution facilities' intended purpose;
  - (f) leaves the area clean and tidy after use;
  - (g) does not leave belongings after their use; and

**Title Reference [ 50312800 ]**

- (h) does not use or take more consumables than are required for the normal use of the ablution facilities.

**42. Rooftop**

- 42.1 An Owner or Occupier must not, without the Body Corporate's written approval:
- (a) access the rooftop of the Scheme; or
  - (b) permit a Visitor to access the rooftop of the Scheme.
- 42.2 When accessing the rooftop of the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module, the Owner or Occupier must use, and permit the use by its Visitors of, the rooftop in a way which:
- (a) is only between the hours of 6 AM and 9:30 PM. Persons must not be present on the rooftop outside these hours;
  - (b) does not cause damage to the Common Property or body corporate assets;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not cause a hazard or safety risk. In particular, glass may not be brought into the area;
  - (e) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (f) leaves the area clean and tidy after use; and
  - (g) does not alter the position of any moveable items. Any moved items must be returned back to their original positions after use.

**PART E – EXCLUSIVE USE**

**43. Exclusive Use**

- 43.1 The owners of Lot 3 in the Scheme is entitled to the exclusive use and enjoyment of the area allocated in schedule E and identified in the sketch plan "A" attached thereto and marked with the respective numbers of the Lot, which common property shall be used for the purpose of a car parking, and that owner is responsible for the maintenance and keeping of the Common Property of which it has exclusive use and enjoyment, in a manner similar to the rest of the Common Property maintained Body Corporate area.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Nil.

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Nil.