

Dealing Number



OFFICE USE ONLY

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

**1. Nature of request**

Request to record new community management statement for River Reach community titles scheme 33808

**Lodger** (Name, address, E-mail & phone number)

Clinton Mohr Lawyers  
PO Box 597  
Spring Hill Qld 4004  
Tel: 07 3227 1500 Ref: MG:18553  
E: contact@clintonmohrlawyers.com

**Lodger Code**

168A

**2. Lot on Plan Description**

Common property of River Reach Community Titles Scheme 33808

**Title Reference**

50547801

**3. Registered Proprietor/State Lessee**

Body Corporate for River Reach Community Titles Scheme 33808

**4. Interest**

Not applicable

**5. Applicant**

Body Corporate for River Reach Community Titles Scheme 33808

**6. Request**

I hereby request that: the new CMS deposited herewith which amends Schedule A and Schedule C of the existing CMS be recorded as the CMS for River Reach Community Titles Scheme 33808.

**7. Execution by applicant**

14/09/2021

Execution Date

Applicant's or Solicitor's Signature

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

MILAD GERAYELOU  
SOLICITOR

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only  
CMS LABEL NUMBER

**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

<b>1. Name of community titles scheme</b> River Reach Community Titles Scheme 33808	<b>2. Regulation module</b> Accommodation Module
<b>3. Name of body corporate</b> Body Corporate for River Reach Community Titles Scheme 33808	
<b>4. Scheme land</b>	
Lot on Plan Description Common Property of River Reach Community Titles Scheme 33808 Lots 1 to 60 on SP177349	Title Reference 50547801
Lot 62 on SP177349 Lots 61, 63 and 64 on SP210244	50547802 to 50547861 (respectively) 50547863 50706198 to 50706200 (respectively)
<b>5. #Name and address of original owner</b> Not applicable	<b>6. Reference to plan lodged with this statement</b> Not applicable

# first community management statement only

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**  
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
Not applicable pursuant to s. 60(6) of the *Body Corporate and Community Management Act 1997*

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

**8. Execution by original owner/Consent of body corporate**



Body Corporate for River Reach Community Titles Scheme 33808

*[Signature]* ..... Dennis Roel  
Chairperson/Secretary

*[Signature]* ..... John Jenks  
Committee Member

02/09/21  
Execution Date

**\*Execution**

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

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 1 on SP177349	1	374
Lot 2 on SP177349	1	330
Lot 3 on SP177349	1	374
Lot 4 on SP177349	1	380
Lot 5 on SP177349	1	380
Lot 6 on SP177349	1	380
Lot 7 on SP177349	1	385
Lot 8 on SP177349	1	385
Lot 9 on SP177349	1	385
Lot 10 on SP177349	1	391
Lot 11 on SP177349	1	391
Lot 12 on SP177349	1	391
Lot 13 on SP177349	1	396
Lot 14 on SP177349	1	396
Lot 15 on SP177349	1	396
Lot 16 on SP177349	1	407
Lot 17 on SP177349	1	407
Lot 18 on SP177349	1	407
Lot 19 on SP177349	1	440
Lot 20 on SP177349	1	528
Lot 21 on SP177349	1	385
Lot 22 on SP177349	1	374
Lot 23 on SP177349	1	462
Lot 24 on SP177349	1	550
Lot 25 on SP177349	1	374
Lot 26 on SP177349	1	374
Lot 27 on SP177349	1	374
Lot 28 on SP177349	1	528
Lot 29 on SP177349	1	413
Lot 30 on SP177349	1	473
Lot 31 on SP177349	1	561
Lot 32 on SP177349	1	380
Lot 33 on SP177349	1	380
Lot 34 on SP177349	1	380
Lot 35 on SP177349	1	556
Lot 36 on SP177349	1	435
Lot 37 on SP177349	1	616
Lot 38 on SP177349	1	484
Lot 39 on SP177349	1	572
Lot 40 on SP177349	1	396
Lot 41 on SP177349	1	385
Lot 42 on SP177349	1	396
Lot 43 on SP177349	1	567
Lot 44 on SP177349	1	457
Lot 45 on SP177349	1	627
Lot 46 on SP177349	1	495
Lot 47 on SP177349	1	583
Lot 48 on SP177349	1	402
Lot 49 on SP177349	1	391

Lot on Plan	Contribution	Interest
Lot 50 on SP177349	1	402
Lot 51 on SP177349	1	578
Lot 52 on SP177349	1	468
Lot 53 on SP177349	1	638
Lot 54 on SP177349	1	501
Lot 55 on SP177349	1	594
Lot 56 on SP177349	1	413
Lot 57 on SP177349	1	396
Lot 58 on SP177349	1	413
Lot 59 on SP177349	1	627
Lot 60 on SP177349	1	473
Lot 61 on SP210244	1	715
Lot 62 on SP177349	1	803
Lot 63 on SP210244	1	856
Lot 64 on SP210244	1	855
<b>TOTALS</b>	<b>64</b>	<b>30025</b>

#### **Contribution Schedule Lot Entitlements (CSLE)**

The contribution schedule lot entitlements have been decided in accordance with the equality principle. All lots have 1 contribution schedule lot entitlements and the contribution schedule lot entitlements reflect the equality principle.

#### **Interest Schedule Lot Entitlements (ISLE)**

The interest schedule lot entitlements for all lots in the scheme have been decided in accordance with the market value principle and the interest schedule lot entitlements reflect the market value principle.

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

Section 66(a)(f) and (g) of the Body Corporate and Community Management Act 1997 (Qld) are not applicable.

#### **SCHEDULE C BY-LAWS**

##### **1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In these by-laws, unless the subject matter or context otherwise requires:

**"Air Conditioning Equipment"** means any equipment installed within a Lot for the reticulation of conditioned air to that Lot;

**"BCCM Act"** means the *Body Corporate and Community Management Act 1997 (Qld) as amended or replaced from time to time*;

**"Body Corporate"** means the body corporate established 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;

**"Common Property"** means the Common Property of the Scheme;

**"Development Approval"** means the development approval(s) issued with respect to the Scheme Land by the local council and where relevant, any other authority;

**"Letting Agent"** means that person authorised by the Body Corporate in writing to be a Letting Agent for the

purposes of letting Lots in the Scheme;

**"Lot"** means a lot or lots in the POS;

**"Manager"** means that person or corporation appointed by the Body Corporate as manager or caretaker under a management agreement or caretaking agreement with respect to the maintenance and operation of the Common Property and Scheme Land;

**"Member"** means a person who is or are bound by these by-laws pursuant to the BCCM Act. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

**"POS"** means the Plans of Survey registered pursuant to the BCCM Act to create the Scheme;

**"Scheme"** means the POS and the Community Management Statement containing these By-laws to be known as the River Reach Community Titles Scheme 33808;

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

**"Smoke"** means –

- (i) for a smoking product other than a personal vapouriser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
- (ii) for a personal vapouriser—inhale through the vapouriser; or
- (iii) for a hookah—inhale through the hookah.

## 1.2 Interpretation

In the interpretation of these by-laws, unless the context or subject matter otherwise require:

- (a) Singular includes plural and vice versa and any gender includes every gender;
- (b) A reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
- (c) References to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (d) Headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of these by-laws;
- (e) A reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (f) 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;
- (g) 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 may give the consent subject to condition;
- (h) Where these by-laws provide that a Member must obtain approval or the consent of the Body Corporate, that approval or consent may be given by the Committee; and
- (i) Whether a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the BCCM Act or the Regulation Module applying to the Scheme.

**2. OBSTRUCTION**

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

**3. DAMAGE TO LAWNS ETC.**

3.1 **Approval required:** A Member must not, without the Body Corporate's written approval:

- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

3.2 **Duration of approval:** An approval under Clause 3.1 must state the period for which it is given.

3.3 **Cancellation:** The Body Corporate may cancel approval by giving seven (7) days written notice to the Member.

**4. DAMAGE TO COMMON PROPERTY AND ASSETS**

4.1 **Restriction:** 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, furniture or other chattel that forms part of Common Property or is a Common Property asset.

4.2 **Exceptions:** A Member may install:

- (a) a locking or safety device to protect the Lot against intruders;
- (b) a screen to prevent entry of animals or insects; or
- (c) if the device is soundly built and is consistent with the colour, style and materials of the Building as determined by the Committee from time to time and in compliance with the Development Approval.

4.3 **Indemnity.** A Member will be liable to compensate the Body Corporate in respect of all damage to the Common Property or Body Corporate assets caused by such Member or Members of their invitees.

**5. RESPONSIBILITY AND BEHAVIOUR OF MEMBERS**

5.1 **Responsibilities:**

- (a) A Member shall be responsible and accountable for the actions of all persons lawfully on the Lot and all persons lawfully on the Common Property at their invitation.
- (b) A Member must take all reasonable steps, including any action available to the Member under any lease or licence agreement, to ensure that any person who is lawfully on the Lot or who is lawfully on the Common Property at their invitation complies with the provision of all by-laws.

5.2 **Noise:**

- (a) A Member must not cause or allow to be caused any noise that interferes unreasonably with the use and enjoyment of:
  - (i) another Lot by a person who is lawfully on the Lot; or
  - (ii) the Common Property by a person who is lawfully on the Common Property.
- (b) In the event of unavoidable noise being caused on a Lot, for example when carrying out maintenance or repairs or renovations, a Member must take all practical means to minimise its effect upon any person who is lawfully on another Lot or the Common Property.

**5.3 Nuisance:**

- (a) A Member must not cause or allow to be caused any nuisance or act that interferes unreasonably with the use and enjoyment of:
- (i) another Lot by a person who is lawfully on the Lot; or
  - (ii) the Common Property by a person who is lawfully on the Common Property.

**6. LEAVING OF RUBBISH ETC ON THE COMMON PROPERTY**

- 6.1 A Member must not leave rubbish or other materials on the Common Property except for designated locations and in accordance with these by-laws.

**7. APPEARANCE OF LOT**

- 7.1 **Outside appearance:** A Member must not alter the outside appearance of the Lot or cause to be constructed or place to or upon any part of the Lot which can be viewed (from any place or angle whatsoever) external to the Lot or any other materials or items unless such works or such act is first approved in writing by the Body Corporate unless the alteration is in the opinion of the Committee considered to be minor and not detract from the amenity of the lot and its surrounds. Any proposed balcony shutters must be approved by the Committee, be white in colour and consistent with external appearances of the Building and in compliance with all relevant standards.

- 7.2 **Curtains etc:** A Member must not hang curtains or install shutters visible from the outside to the Lot unless those curtains or shutters have a backing of off-white or cream colour or natural timber finish without the prior written approval of the Body Corporate. A Member must not install, renovate and/or replace a curtain, shutter or window tinting without having the colour 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 is used in all Lots presents a uniform appearance when viewed from outside the Building (from any place or angle whatsoever).

- 7.3 **Washing and signs:** Subject to By-Laws 7.4, 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.

- 7.4 **Manager's and Letting Agent's signs:** A Manager or Letting agent may affix and display such signage and advertisements on Common Property as may be reasonably required by the Manager or Letting Agent in the performance of his duties and in the exercise of his rights under any agreement entered into between the Manager or Letting Agent and the Body Corporate.

**7.5 Balcony's, Courtyards and Garden Areas:**

- (a) All balconies and terraces within the Scheme are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" for which written approval of the Body Corporate has been obtained.
- (b) A Member may with the Body Corporate's prior consent have furniture on the balcony of a Lot. The Committee must establish and maintain a suitable policy regulating the installation of style and colour of balcony furniture within the Scheme. A Member whose Lot contains a balcony, terrace or garden 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 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 enjoyment by other Members of their Lots or of Common Property. Regardless of any exclusive use by-laws, the Body Corporate and each Member authorise the Manager or Service Contractor engaged by the Body Corporate to assist in maintaining the Common Property, to gain access to gardens that are part of Common Property over which exclusive use rights are granted, during the hours of 10:00am to 4:00pm on weekdays, for the purpose of undertaking gardening and maintenance.

- (c) Subject to these by-laws and the Body Corporate's written approval, a Member may install or replace existing balcony fans on the basis that the balcony fan is:
- (i) certified by a qualified tradesperson (such as a QBCC licenced electrician holding the relevant licences) for compliance purposes;
  - (ii) suitable for outdoor use;
  - (iii) 4 blade stainless steel;
  - (iv) not larger than 48 inches or 120 cm in radius; and
  - (v) consists of fan and/or light combination only.

7.6 **Air Conditioners:** no Member may install an air conditioner without the prior consent of the Body Corporate. The Committee must establish and maintain a suitable policy regulating the installation of air conditioners within the Scheme.

7.7 Despite any by-law to the contrary, the external appearance of the Lot and Common Property must at all times comply with the Development Approval and no Member may make any variation or alteration or allow to be altered that deviates or contravenes the Development Approval.

## 8. STORAGE OF FLAMMABLE MATERIALS

8.1 **Restriction on Common Property:** A Member must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

8.2 **Restriction of Lot:** A Member must not, without the Body Corporate's written approval, store a flammable substance on the Lot except for the storage of a reasonable quantity of such substance as may be required for the lawful use on the Lot.

8.3 **Exceptions:** This By-Law does not apply to the storage of fuel in:

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

## 9. GARBAGE DISPOSAL

9.1 **Cleaning:** 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.

9.2 **Compliance with laws:** A Member must:

- (a) comply with all local government laws and any other relevant laws about disposal of garbage;
- (b) ensure that it does not, in disposing of garbage, adversely affect the health, hygiene and comfort of the Members of the other Lots;
- (c) place all recyclable rubbish in the recycling receptacles;



- (d) not cause damage to the garbage or recycling receptacles;
- (e) not overfill the garbage or recycling receptables; and
- (f) not allow rubbish to become stuck to the garbage or recycling receptacles or liquids to run in the garbage or recycling receptables.

9.3 **Location:** Garbage and waste disposal bins shall be placed only where approved by the Body Corporate and used only for the purpose for which they are provided.

9.4 **Empties:** Empty bottles, boxed, used containers and similar items must be stored tidily and, so far as possible, out of sight.

9.5 **Rules:** The Body Corporate may make rules from time to time with regard to the disposal of rubbish and in regard to the use of the areas set aside for garbage and waste disposal.

## 10. KEEPING IN ANIMALS

10.1 **No animals:** Subject to section 181 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 the Common Property; or
- (b) permit an invitee to bring an animal onto, or keep an animal on, the Lot or the Common Property.

10.2 **Approval required:** A Member must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the Lot or the Common Property and the Body Corporate may require information and evidence to demonstrate compliance with conditions of approval prior to granting its written approval.

10.3 **Conditions of approval:** Once written approval is provided by the Body Corporate, the Member may keep the animal in their Lot and as long as the animal:

- (a) does not disturb other Members;
- (b) is domesticated;
- (c) is toilet trained;
- (d) is licenced, immunised, registered (such as the local council) and vaccinated at all times with details and relevant evidence made available to the Body Corporate within 14 days of the written request being made;
- (e) is carried or on a lead whilst on Common Property and within the Building other than Common Property to which the Member has an exclusive right (if any);
- (f) wears an identification tag at all times clearly showing its owner's current address and current telephone number;
- (g) must be kept clean, quiet and controlled at all times whilst in the Member's Lot or on Common Property and to take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or another Member's Lot; and
- (h) the owner of the animal must promptly clean up any mess or droppings made by the animal on any Common Property.

10.4 Any written approval given by the Body Corporate under these by-laws relates specifically to the animal for which the approval was given and no replacement or substitute animals are permitted, without the written approval of the Body Corporate.

10.5 **Interpretation:** For the purposes of these by-laws the words "animal" includes "bird".

## 11. USE OF LOTS

11.1 **Car or storage spaces:** Where a car space or storage space forms part of a Lot then that area must be used for that intended purpose only.

11.2 Subject to by-law 11.3 a Member shall not use a Lot nor permit it to be used otherwise than for residential purposes and the Member may rent or lease the Lot from time to time to residential tenants provided that in no event shall any individual rental or lease be for a period or consecutive periods of less than three (3) months nor for any purpose that may cause a nuisance or hazard or for any immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land nor any way interfere with the peaceful enjoyment of other Members.

11.3 Lot 22 in the Scheme may be used for residential purposes and for the purposes of management and caretaking of the Common Property and/or Lots, and for the letting and/or sale of Lots on behalf of owners of Lots and/or for the provision of ancillary services for the benefit of the Body Corporate and/or Members.

11.4 A Member shall not use the Lot nor permit the Lot to be used for:

- (a) an illegal or unlawful purpose; or
- (b) any purpose which interferes unreasonably with the use and enjoyment of:
  - (i) another Lot by a person who is lawfully on the Lot; or
  - (ii) the Common Property by a person who is lawfully on the Common Property.

11.5 The Members acknowledge and agree that the Lots forms part the Building which has certain approved classification and must not be used as a hotel, short term letting purposes (including but without limitation, Airbnb) or result in use, rental or letting other than in accordance with these by-laws which is prohibited as it would be inconsistent with the relevant legislation, Brisbane Planning Scheme Codes/Policies, body corporate's insurance policy, approvals (including the Development Approval), building codes and certificate of classification applicable to the Building and Scheme Land.

11.6 The body corporate must police any non-compliance of these by-laws to the relevant authorities including the fire brigade, insurance companies and Council. Fines of up to \$567,675 for individuals and \$2,838,375 for companies may apply (and may vary and increase over time) for contravening the Development Approval for the Building and Scheme Land.

## 12. Hard Flooring

12.1 A Member must not install or cause to be installed or placed in or on any part of a Lot hard flooring such as timber, tiles, marble or any similar material ("Works") unless the Member has first obtained the written approval of the Committee.

12.2 Where the Committee grants consent to the installation of the Works, in addition to any other reasonable conditions the Committee may impose, the following conditions may also apply:

- (a) the Floor Impact Isolation Class ("FIIC") of the Works when completed must be equal or no less than the following performance specification:

Area	FIIC
Kitchen	55
Lounge/Bedroom	55

- (b) following the installation of the Works, the Member must at its cost have:
  - (i) the qualified tradesperson or contractor holding the necessary licence(s) certify the Works have been undertaken in accordance with the prevailing industry standards at that time; and
  - (ii) the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Member will provide a copy of the consultant's report to the Committee within seven days of receiving it; and
- (c) where the FIIC of the completed Works is less than the level detailed above, the Member must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in by-law 12.2. Following any such remedial action being taken, the provision of by-law 12.2 must again be complied with by the Member.

12.3 Any tiles or other similar product proposed to be installed in any balcony (whether part of a Lot) or outdoor area of a Lot must:

- (a) first be approved in writing by the Committee and be consistent with the external appearance of the Building and Common Property; and
- (b) the Member must provide the Committee prior to and after the installation with all reasonable information and material to demonstrate any installation will be and has been undertaken by a qualified tradesperson holding the necessary licence(s).

### **13. NO STRUCTURAL ALTERATIONS WITHOUT PERMISSION**

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 or car space 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 given to the Body Corporate at all times.

### **14. NO EXTERNAL BLINDS**

No external blinds or awnings shall be erected without the previous consent in writing of the Body Corporate.

### **15. REPLACEMENT OF GLASS**

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

### **16. USE OF WATER**

A Member must ensure that all water taps in his or her Lot are properly turned off after use.

### **17. USE OF APPURTENANCES**

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 sweeping or rubbish- or other unsuitable substance may be deposited in the water apparatus, pipes, and drains. 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.

### **18. NOTICE OF ACCIDENT TO BE GIVEN**

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.

**19. KEEPING LOTS CLEAN**

- 19.1 **General:** All Lots must be kept in a clean and tidy condition with respect to parts of the Lot readily observable from another Lot or Common Property.
- 19.2 **Interior maintenance:** Each Member must maintain in good condition the interior of his or her Lot, including balconies and terraces (if any).
- 19.3 **Windows:** Each Member must regularly (as necessary) clean the interior of all windows forming part of his or her Lot so that it is in a clean and tidy condition.

**20. RENOVATION OF A LOT**

Any Member seeking to undertake any renovation to their Lot must first obtain the Committee's written consent and the Committee may require any relevant information and reports as necessary (at the cost of the Member concerned) in order to consider the Member's request. The Committee may impose any reasonable condition(s) in granting its consent and may require additional reports and certification from the qualified tradesperson or contractor undertaking the renovation to confirm the renovation and works, when completed, comply with the Committee's written approval and in compliance with all relevant laws, regulations and prevailing industry standards at that time.

Further, any renovation of any Lot must comply with the following:

- (a) All relevant permits (if any) to be obtained from all relevant authorities in compliance with regulations and these by-laws;
- (b) 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;
- (c) No load bearing wall or supports to be removed or interfered with, without the written consent of the Body Corporate; and
- (d) 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. MEMBER NOT TO LITTER**

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 of the windows or doors or down the staircase, passage of skylights, from balconies, from the roof of in passageways of the Lot or 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,

**22. INFECTIOUS DISEASES**

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 the Member must promptly disinfect or cause to be disinfected (at the Member's cost) his or her Lot. The Body Corporate shall pay the expenses of disinfecting the Building (excluding the Member's Lot) where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**23. SECURITY**

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 Managers or any person

appointed by it to enter and fasten same if left insecurely fastened.

#### **24. BODY CORPORATE TO BE PERMITTED TO ENTER**

Except in the case of an emergency (in which no notice shall be required), upon one day's notice in writing the Body Corporate and its employees, agents and contractors will be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment in such Lot and to trace and repair any leakage or defect in the installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act of default of the Member or its invitees). If not so permitted, they may effect an entry. The Body Corporate, in exercising this power, must ensure that its employees, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

#### **25. COMMON PROPERTY AND RECREATIONAL AREAS – POOL AND SPA, BARBECUE AND GYM AREAS**

- 25.1 **Rules:** The Body Corporate may make rules from time to time with respect to the use of the Common Property and recreational areas including the reservation of use of any such areas for particular Members and their invites in compliance with these by-laws.
- 25.2 **Pool etc:** In relation to the use of the pool, spas, and adjacent areas a Member must ensure:
- (a) that his or her invitees do not use those facilities unless at the time they are occupier of a Lot;
  - (b) that children below the age of 13 years are not in or around those facilities unless accompanied by an adult who must exercise effective control over those children;
  - (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or around those facilities;
  - (d) that the Member and his or her invitees must exercise caution at all times and must not:
    - (i) in the case of the spa and adjoining areas – run, splash or behave in any manner that is likely to interfere with the use and enjoyment of the spa or adjoining areas by other members and their invitees;
    - (ii) use the facilities and surrounding areas between the hours of 10:00pm and 6:00am (or between such other hours as the Committee may from time to time nominate) without the consent of the Committee.
  - (e) that no alcohol, in any form, is taken into or is allowed to be consumed in or around these facilities.
- 25.3 **Barbecue area:** In relation to the use of the barbecue area and adjacent areas a Member must ensure:
- (a) that the Member does not while using the barbecue area and adjacent areas unreasonably disturb the peaceful enjoyment of any other Member;
  - (b) that the cooking appliances are used in a proper manner and turned off according to their operating instructions and that all appliances used by the Member or its invitees are thoroughly cleaned after use;
  - (c) that the barbecue area is not used between the hours of 10:00pm and 7:00am without the consent of the Committee; and
  - (d) consumption of alcohol is permitted, however any glass containers or receptacles of any type are not taken to or allowed to remain in or around these areas.
- 25.4 **Gym area:** In relation to the use of the gym area a Member must ensure that:
- (a) the Member or his/her invitee(s) does not use these facilities unless at the time they are occupiers

of a Lot;

- (b) the area is not used between the hours of 10:00pm and 7:00am;
- (c) the Member or his/her invitee(s) does not interfere unreasonably with the use and enjoyment of the area by any other Member who is lawfully within the area;
- (d) the Member or his/her invitee(s) exercise caution at all times;
- (e) no persons below the age of 16 years use the equipment or are in the area unless accompanied by an adult who must exercise effective control over those children;
- (f) no alcohol, in any form, is taken into or is allowed to be consumed in the area;
- (g) no glass containers or receptacles of any type are taken into or allowed to remain in the area;
- (h) no personal equipment, such as but not limited to free weights and/or exercise balls, is allowed to remain in the area after the Member or his/her invitee(s) vacates the area; and
- (i) the entrances/exits to the area are secured and the lights and air conditioning are turned off when the Member or his/her invitee(s) vacate the area.

25.5 **Reservations:** The Committee of the Body Corporate may implement a reservation system for any recreational facility within the Scheme.

25.6 **Other use:** The provisions of this by-law are subject to any authority to occupy part of the Common Property given by the Body Corporate to any Service Contractor engaged by the Body Corporate or any Letting Agent authorised by the Body Corporate and will only apply to any area the subject of such an Occupation Authority to the extent that they do not conflict with the purpose for which the Authority to Occupy has been given.

## 26. SECURITY SYSTEMS

26.1 **Common Property:** All security equipment installed on Common Property and used in connection with the provision or security for the Scheme Land will with the exception of that 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.

26.2 **No claims:** In no circumstances will the Body Corporate (or the Manager) 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 a 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 in accordance with the Act.

26.3 **Rules:** 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 a general meeting.

26.4 **Proper use:** A Member must ensure that all security systems are used by the member and invitees in the manner intended.

## 27. SECURITY KEYS

27.1 **Keep keys safe:** The Members acknowledge that the security keying system is designed to enhance the security and safety of occupants in the Building and must keep such keys safe and report the loss of any

key to the Body Corporate or its representative.

- 27.2 **Limitation on number of keys:** The Body Corporate at its discretion may limit the number of keys to the Common Property available to Member of each Lot and must maintain a register of all key allocations and is authorised to charge a security deposit on such keys for an amount per key as it may determine from time to time.

## 28. Smoking

- 28.1 A Member must not Smoke in or 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.
- 28.2 A Member 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; or
  - (c) in a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift.
- 28.3 A Member 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.

## 29. Auctions

- 29.1 A Member must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

## 30. Garage sales

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

## 31. Letterbox

- 31.1 A Member must not interfere with the letterbox designated for another Lot or the Body Corporate.

## 32. Bicycle racks

- 32.1 Members must only use the bicycle rack in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;
  - (b) does not cause damage to another Member's bicycle;
  - (c) does not cause a nuisance or an unreasonable interference with another Member (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 Member's bicycles from being removed;
- (h) does not promote a risk of theft or damage of any Member's bicycle; and
- (i) does not overload the bicycle rack to store more bicycles than its intended limit.

### **33. Ablution**

33.1 Members must only use 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 with another Member (through noise or otherwise);
- (c) does not cause a hazard or safety risk;
- (d) is for the ablution facilities' intended purpose;
- (e) leaves the area clean and tidy after use;
- (f) does not leave belongings after their use; and
- (g) does not use or take more consumables than are required for the normal use of the ablution facilities.

### **34. BULK SUPPLY OF ELECTRICITY OR OTHER UTILITY SERVICES**

The Body Corporate may supply or engage another person to supply electricity or other utility services (hereinafter called "service" or "services" as the context requires) for the benefit of owners and occupiers of lots and in such case the following will apply:

- (a) the Body Corporate or the person engaged by the Body Corporate to supply the services has the power to enter into a contract for the purchase of reticulated electricity or other service, on the most economical basis, for the whole of the Scheme Land from the relevant authority;
- (b) the Body Corporate or the person engaged by the Body Corporate to supply the services has the power to sell reticulated electricity or other service to each Member;
- (c) each Member must purchase and use all electricity or other service consumed in his or her Lot direct from the Body Corporate or such person engaged by the Body Corporate to supply the services and must not purchase electricity or other service from any other source;
- (d) the Body Corporate or the person engaged by the Body Corporate to supply the services must arrange for the installation of a separate electricity or other service meter for each Lot;
- (a) the Body Corporate or the person engaged by the Body Corporate to supply the services is not required to supply to any Member electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time;
- (b) the price to be charged by the Body Corporate or the person engaged by the Body Corporate to supply the services to each Member for the supply of reticulated or other service will be at the same rate and governed by the same conditions as would be imposed from time to time by relevant authority if such authority were supplying electricity or other service direct to each Member;
- (c) the Body Corporate may render accounts to each Member and such accounts are payable to the Body Corporate to supply the services within 14 days of the delivery of such accounts;



- (d) in respect of an account which has been rendered pursuant to these By-Laws, then a Member is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Member became the Member of that Lot;
- (e) if a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate or the person engaged by the Body Corporate to supply the service is entitled to
- (g) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and /or
- (k) disconnect the supply of reticulated electricity or other service to the relevant Lot;
- (l) the Body Corporate or the person engaged by the Body Corporate to supply the service is no, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (m) the Body Corporate engaged by the Body Corporate to supply the services may, from time to time, determine a security deposit to be paid by each Member who is connected to the supply of the reticulated electricity or other services as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.

### 35. TENANTS TO HAVE NOTICE OF BY-LAWS

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.

### 36. NOTICES

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

### 37. VEHICLES

37.1 **Restriction:** A proprietor or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park or stand any motor or other vehicle upon common property; or
- (b) permit an invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking area which must remain available at all times for the use of visitors vehicles.

37.2 **Period of approval:** An approval under Clause 37.1 must state the period for which it is given, with exception of designated visitor parking.

37.3 **Cancellation:** The Body Corporate may cancel the approval by giving seven (7) days written notice to the proprietor or occupier, with the exception of designated visitor parking. Except where authorised by these By-laws or in writing by the Committee, a proprietor or occupier of a Lot shall not park or stand any or other vehicle or boat or trailer upon Common Property.

37.4 **Car Park Storage Boxes:** a Member may make an application to the Body Corporate 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:

- (a) the unit should be freestanding and not secured to the Common Property;

- (b) be no more than 180kg;
- (c) be 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; and
- (e) 70% of the roof of the unit should be perforated to comply with Australian Fire Regulations.

**38. EXCLUSIVE USE - COURTYARD AREA**

Subject to by-law 7.5, a Member of a Lot identified under the heading "Lot Number" in Schedule E is entitled to the exclusive use and enjoyment of the area allocated in Schedule E and marked with the respective member of that Lot followed by "A" and identified in the sketch plan "A" attached hereto, which common property shall be used for the purpose of a courtyard, and such Member shall be responsible for the maintenance and keeping of the Common Property of which it has exclusive use and enjoyment, in a state of good repair and in a tidy condition.

**39. EXCLUSIVE USE - CAR PARKING**

A Member of a Lot identified under the heading "Lot Number" in Schedule E is entitled to the exclusive use and enjoyment of the area allocated in schedule E and marked with the respective member of that Lot followed by "A" and identified in the sketch plan "B" attached hereto, which common property shall be used for the purpose of a car parking space, and such Member shall be responsible for the maintenance and keeping of the Common Property of which it has exclusive use and enjoyment, in a state of good repair and in a tidy condition.

**40. EXCLUSIVE USE - STORAGE**

A Member of a Lot identified under the heading "Lot Number" in Schedule E is entitled to the exclusive use and enjoyment of the area allocated in schedule E and identified in the sketch plan "C" attached hereto, which common property shall be used for the purpose of storage, and such Member shall be responsible for the maintenance and keeping of the Common Property of which it has exclusive use and enjoyment, in a state of good repair and in a tidy condition.

**41. EXCLUSIVE USE - ROOFTOP**

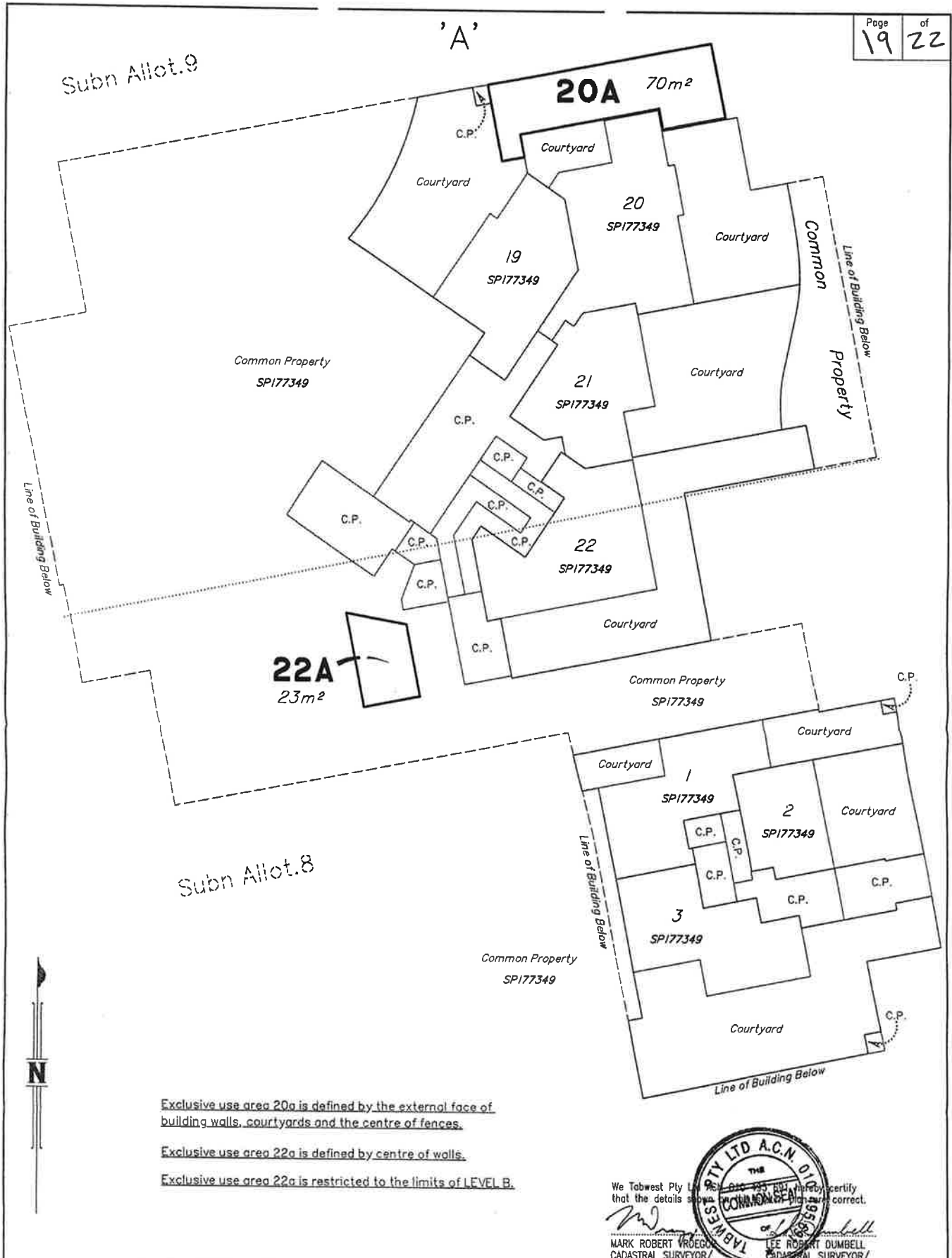
A Member of a Lot identified under the heading "Lot Number" in Schedule E is entitled to the exclusive use and enjoyment of the area allocated in Schedule E and identified in the sketch plan "D" attached hereto, which common property shall be used for the purpose of a rooftop area, and such Member shall be responsible for keeping of the Common Property of which it has exclusive use and enjoyment, in a clean and tidy condition. The owner of a lot which has been granted the exclusive use of a rooftop area pursuant to this by-law must allow an authorised representative of the body corporate access across the exclusive use area for improvements, maintenance and repairs of common property and the installation of any required anchor points for Workplace Health and Safety purposes. The owner of a Lot which has been granted exclusive use of a rooftop area must, allow another owner access across the exclusive use area for the purpose of accessing (for any inspection, maintenance and repair) any infrastructure located on common property that provides a service to that other owner's Lot.

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

Nil

**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY****EXCLUSIVE USE COURTYARDS, CAR PARKS AND STORAGE**

<b>Lot Number</b>	<b>Exclusive Use Area</b>	<b>Purpose</b>
Lot 20 SP177349	Area 20A on plan A	Courtyard
Lot 22 on SP177349	Area 22A on plan A	Courtyard
Lot 54 on SP177349	Area 54A on plan B	Car Parking
Lot 60 on SP177349	Area 60A on plan B	Car Parking
Lot 59 on SP177349	Area 59A and 59B on plan C	Storage
Lot 61 on SP210244	Area 61A on plan C	Storage
Lot 64 on SP210244	Area 64A on plan D	Rooftop



Exclusive use area 20a is defined by the external face of building walls, courtyards and the centre of fences.

Exclusive use area 22a is defined by centre of walls.

Exclusive use area 22a is restricted to the limits of LEVEL B.

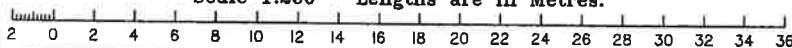
We Tabwest Pty Ltd No. 010 495 891 hereby certify that the details shown on this plan are correct.

MARK ROBERT PROEGGER  
CADASTRAL SURVEYOR/  
DIRECTOR

LEE ROBERT DUMBELL  
CADASTRAL SURVEYOR/  
DIRECTOR

DATE 29/3/05

Scale 1:250 - Lengths are in Metres.



Surveyor	G.F.
Drawn	K.W.
Date	29/03/2005
Doc No	LC/01192-SP177349
SR	K.W.

**PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "RIVER REACH" C.T.S. 33808**

Parish of SOUTH BRISBANE County of STANLEY  
Client RACA PTY LTD Local Authority BRISBANE CITY COUNCIL

**Landmark CONSULTING**

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS

Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains, QLD 4113  
Email: info@landmarkconsulting.com.au • Telephone 07 3219 9911 • Facsimile 07 3219 9766  
Tabwest Pty Ltd ACN 010 495 891 ABN 77 010 495 891

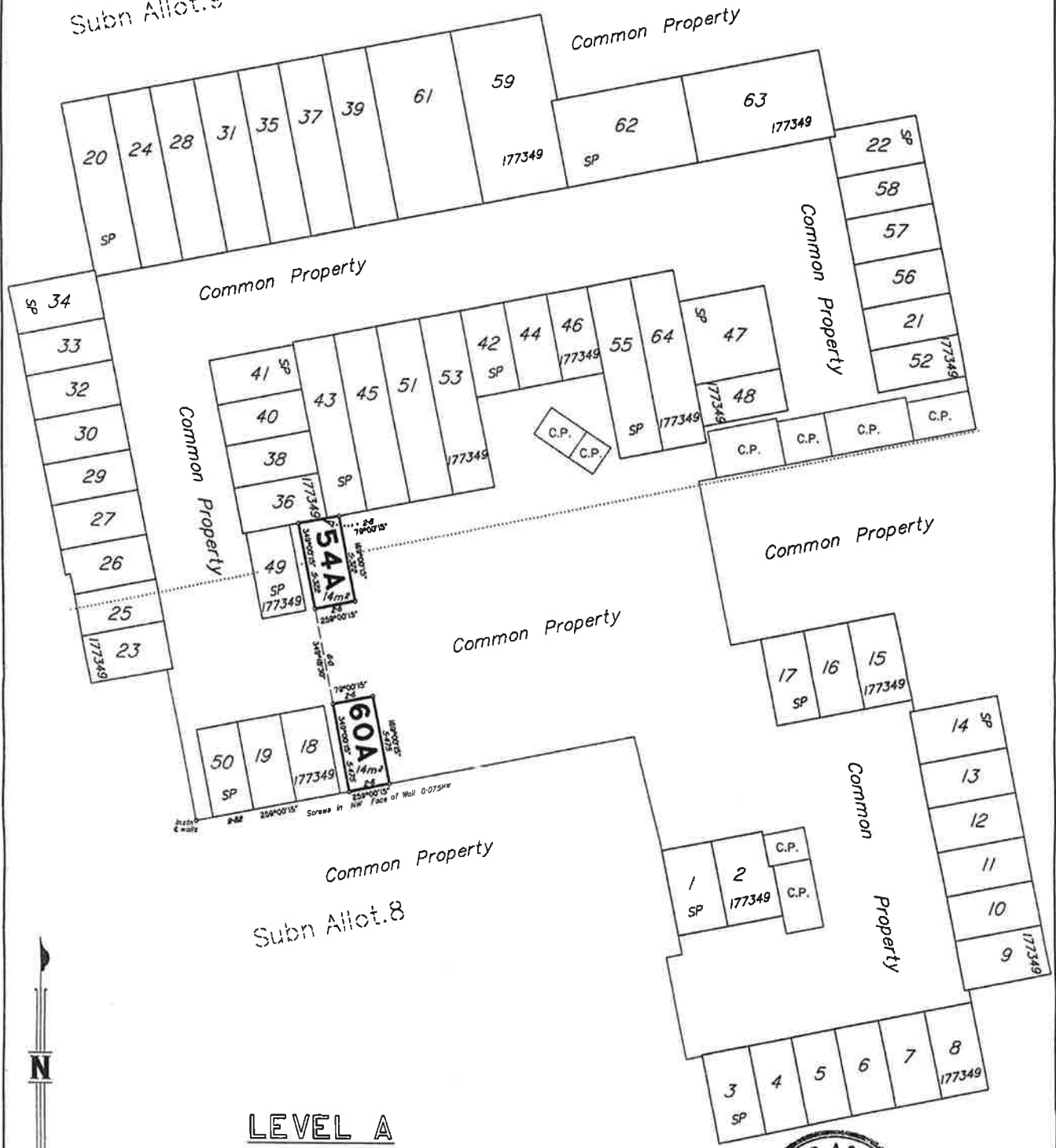
Job Number	01-192
Drawing Number	01192-SP177349

DIRECTOR: MARK ROBERT PROEGGER

'B'

Subn Allot. 9

Common Property



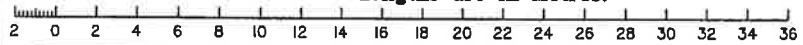
Subn Allot. 8

LEVEL A

Exclusive use areas defined by Screws in Concrete unless noted otherwise.



Scale 1:250 - Lengths are in Metres.



We Tabwest Pty Ltd A.C.N. 011 999 000 hereby certify that the details shown on this plan are correct.

MARK ROBERT WRAY  
 CADASTRAL SURVEYOR  
 DIRECTOR

LEE ROBERT DUMBELL  
 CADASTRAL SURVEYOR  
 DIRECTOR

DATE 29/3/05

Surveyor  
 G.F.  
 K.W.  
 Date  
 29/03/2005  
 Drawing File  
 LC/01192-SP177349  
 SDR  
 K.W.

**PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "RIVER REACH" C.T.S. 3380B**  
 Parish of SOUTH BRISBANE County of STANLEY  
 Client RACA PTY LTD Local Authority BRISBANE CITY COUNCIL

**Landmark CONSULTING**  
 SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS  
 Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains PO Box 4542 Eight Mile Plains Qld 4113  
 Email info@landmarkconsulting.com.au • Telephone 07 3219 9911 • Facsimile 07 3219 9766  
 Tabwest Pty Ltd A.C.N. 010 495 691 ABN 77 010 495 691

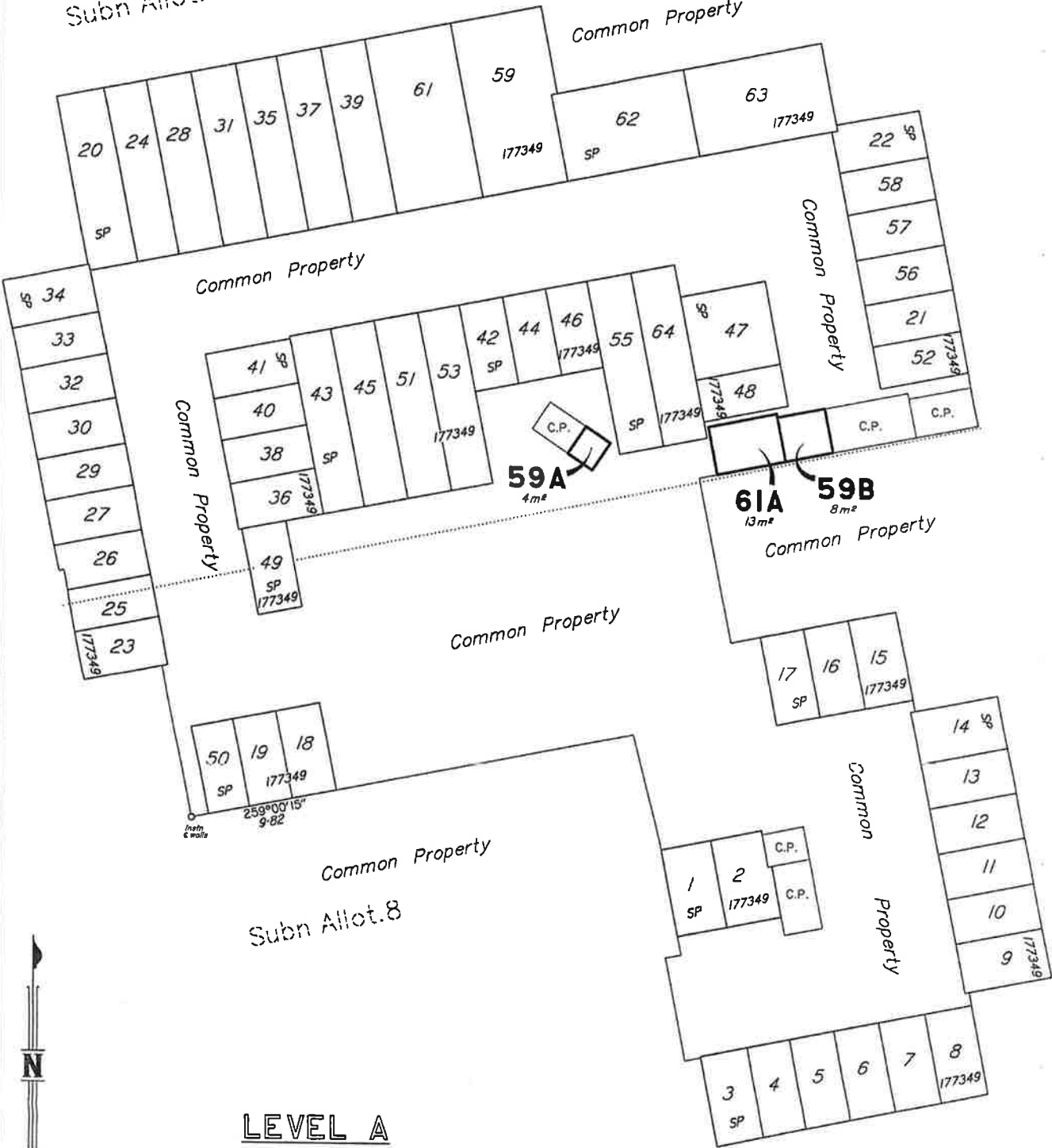
Job Number  
**01-192**  
 Drawing Number  
**01192-SP177349**

98/6/18 B 3/18/05 (2) 12/04/05

'C'

Subn Allot.9

Common Property

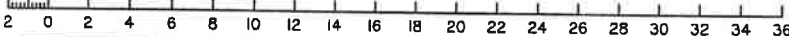


LEVEL A

Exclusive use areas 54A and 60A are defined by Screws in Concrete unless noted otherwise.

Exclusive use areas 59A and 59B and 61A are defined by the centre of walls.

Scale 1:250 - Lengths are in Metres.



We Tabvest Pty Ltd ACN 010 495 691 hereby certify that the details shown on this plan are correct.

MARK ROBERTY  
 CADASTRAL SURVEYOR  
 DIRECTOR

ROBERT DUMSELL  
 CADASTRAL SURVEYOR/  
 DIRECTOR

DATE 9/5/02



Surveyed	C.F.
Drawn	F.W.
Date	09/05/2005
Drawn File	-EUP_RevB
File No	LG/01192-SP177349
Drawn	K.W.

**PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "RIVER REACH" C.T.S. 33808**

Parish of SOUTH BRISBANE County of STANLEY  
 Client RACA PTY LTD Local Authority BRISBANE CITY COUNCIL

**Landmark CONSULTING**

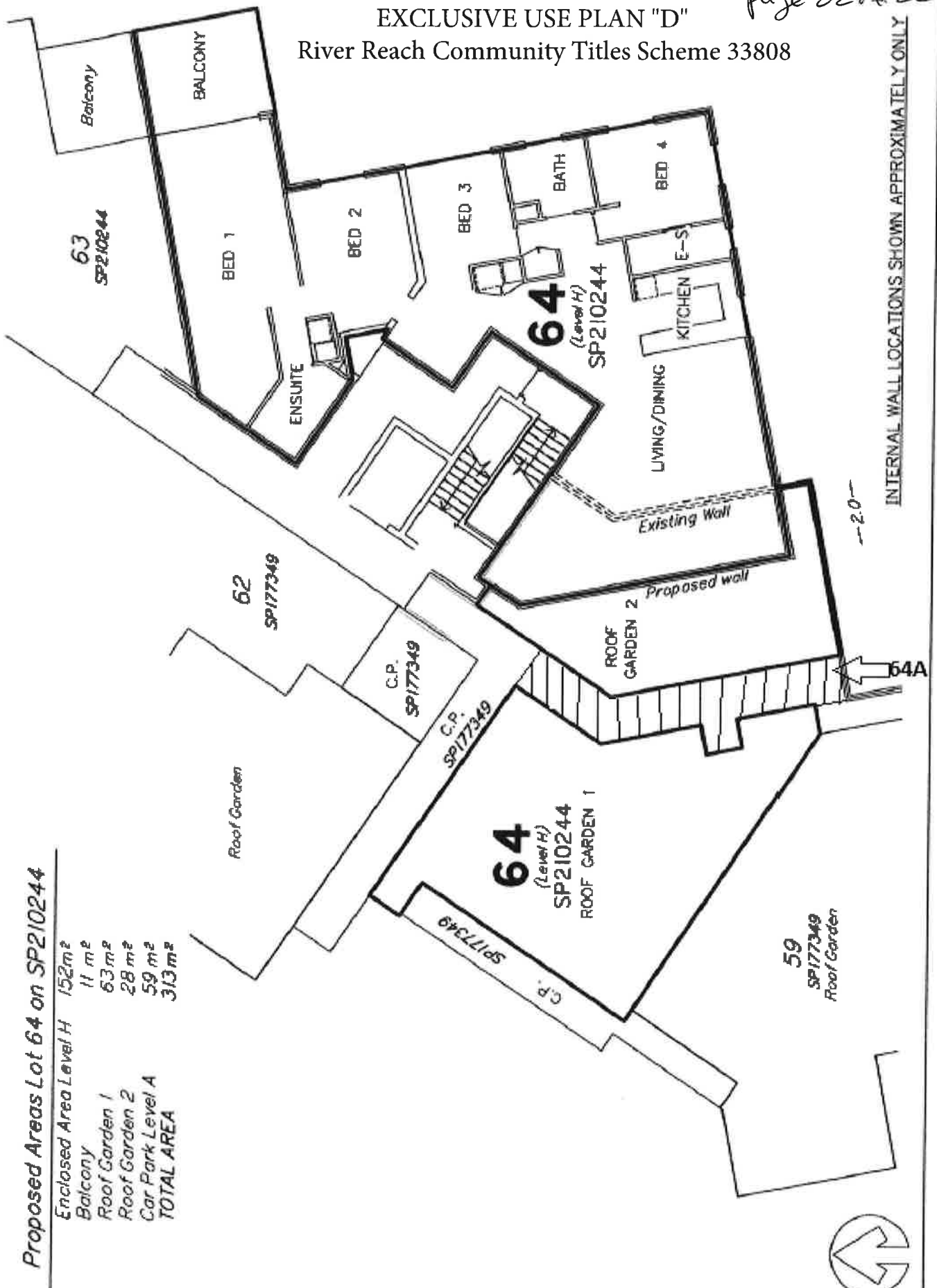
SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS

Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains PO Box 4542 Eight Mile Plains Q4113  
 Email info@landmarkconsulting.com.au Telephone 07 3219 9911 Facsimile 07 3219 9706  
 Tabvest Pty Ltd ACN 010 495 691 ABN 77 010 495 691

Job Number	01-192
Drawing Number	01192-SP177349

LANDMARK CONSULTING

EXCLUSIVE USE PLAN "D"  
River Reach Community Titles Scheme 33808



INTERNAL WALL LOCATIONS SHOWN APPROXIMATELY ONLY

Proposed Areas Lot 64 on SP210244

Enclosed Area Level H	152m <sup>2</sup>
Balcony	11 m <sup>2</sup>
Roof Garden 1	63 m <sup>2</sup>
Roof Garden 2	28 m <sup>2</sup>
Car Park Level A	59 m <sup>2</sup>
<b>TOTAL AREA</b>	<b>313 m<sup>2</sup></b>

Surveyor	K.W.
Date	15/05/08
Scale	1:150
Drawn by	
Checked by	

**FLOOR PLAN**  
**LOT 64 ON SP210244**  
**CORNER OF MACKENZIE STREET AND**  
**MAIN STREET, KANGAROO POINT**  
Part of SOUTH BRISBANE Client BRUCE JUDGE  
County of STANLEY Local Authority BRISBANE C.C.

**Landmark**  
CONSULTING  
SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS  
RUMBLE 11, Garden City Office Park, 2488 Logan Road, Eight Mile Plains, QLD 4113  
Email: info@landmarkconsulting.com.au • Telephone 07 3219 0911 • Facsimile 07 3219 8788  
Incorporated in Australia ABN 62 094 777 012 426 691



SCALE 1:150

Job No  
**01-192**