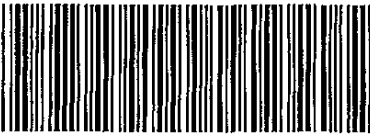


QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

## GENERAL REQUEST

Duty Imprint

FORM 14 Version 4  
Page 1 of 1



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Continuation of the information contained in the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Nature of request</b>		<b>Lodger</b> (Name, address, E-mail & phone number)		<b>Lodger Code</b>
Request to record a New Community Management Statement for Riverscape Community Titles Scheme 27918		David Askern, Chief Legal Counsel for Brisbane City Council 266 George Street, Brisbane Qld 4000 Email: <a href="mailto:karen.jacobsen@brisbane.qld.gov.au">karen.jacobsen@brisbane.qld.gov.au</a> Tel: (07) 3403 5313 Ref: 280069		332
<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>	
Common Property of Riverscape Community Titles Scheme 27918	Stanley	South Brisbane	50308086	
Lot 816 on SP192725	Stanley	South Brisbane	To issue from 50308086	
<b>3. Registered Proprietor/State Lessee</b>				
Body Corporate for Riverscape Community Titles Scheme 27918				
<b>4. Interest</b>				
Fee Simple				
<b>5. Applicant</b>				
Body Corporate for Riverscape Community Titles Scheme 27918				
<b>6. Request</b>				
I hereby request that the Community Management Statement which excises land being Lot 816 on SP192725 from the common property for the purpose of a Local Government Tollway, namely, the North-South Bypass Tunnel Project and which accordingly amends scheme land to be registered.				
<b>7. Execution by applicant</b>				

*Karen Lee Gillam*  
KAREN LEE GILLAM  
Justice of the Peace (C.Dec)

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this *14<sup>th</sup>* day of *October* *2008*, by me JANINE ELIZABETH BOYD } J.E. BOYD }  
Lbeing the proper officer to affix such seal. } Appointed Officer

*14/10/08*  
Execution Date

Applicant's or Solicitor's Signature

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

27918

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

*once use only*  
CMS LABEL NUMBER

1. Name of community titles scheme Riverscape Community Titles Scheme 27918 (Principal Scheme)		2. Regulation module Accommodation Module	
3. Name of body corporate Body Corporate for Riverscape Community Titles Scheme 27918			
4. Scheme land			
Lot on Plan Description See Enlarged Panel	County	Parish	Title Reference
5. #Name and address of original owner Not applicable		6. Reference to plan lodged with this statement SP192725	

# first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to section 60(6)(b)(ii) of the Body Corporate and Community Management Act 1997

8. Execution by original owner/Consent of body corporate



1 / 1  
Execution Date

3/10/08 *P. Blackwell* (Chair PBC)

*[Signature]* (Committee member)  
\*Execution

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Title Reference 50312800 to 50312838, 50312840 to 50312844, 50344599 to 50344627, 50357342 to 50357377,  
50371152 to 50371169, 50449753 to 50449784 & 50308086

Riverscape Community Titles Scheme 27918 (Principal Scheme)

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Lots 1 to 38 on SP109588	Stanley	South Brisbane	50312801 to 50312838
Lot 39 on SP174807	Stanley	South Brisbane	50623662
Lots 40 to 44 on SP109588	Stanley	South Brisbane	50312840 to 50312844
Common Property of Riverscape East CTS 28058	Stanley	South Brisbane	50312800
Lots 1 to 28 on SP138948	Stanley	South Brisbane	50344600 to 50344627
Common Property of Riverscape West CTS 29006	Stanley	South Brisbane	50344599
Lots 1 to 35 on SP139746	Stanley	South Brisbane	50357343 to 50357377
Common Property of Riverscape North CTS 29401	Stanley	South Brisbane	50357342
Lots 1 to 17 on SP142870	Stanley	South Brisbane	50371153 to 50371169
Common Property of Riverscape Central CTS 29762	Stanley	South Brisbane	50371152
Lots 1 to 31 on SP159431	Stanley	South Brisbane	50449754 to 50449784
Common Property of Riverscape South CTS 31538	Stanley	South Brisbane	50449753
Common Property of Riverscape CTS 27918	Stanley	South Brisbane	50308086

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Riverscape East CTS 28058	44	44
Riverscape West CTS 29006	28	28
Riverscape North CTS 29401	35	35
Riverscape Central CTS 29762	17	17
Riverscape South CTS 31538	31	31
<b>TOTALS</b>	<b>155</b>	<b>155</b>

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

1. The Scheme Land is made up of a layered arrangement consisting of the principal scheme being Riverscape Community Titles Scheme 27918 and five subsidiary schemes being:
  - (a) Riverscape East Community Titles Scheme 28058
  - (b) Riverscape West Community Titles Scheme 29006
  - (c) Riverscape North Community Titles Scheme 29401
  - (d) Riverscape Central Community Titles Scheme 29762; and
  - (e) Riverscape South Community Titles Scheme 31538.

**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)*;

**"Body Corporate"** means the body corporate established under the *BCCM Act* on establishment of the Scheme;

**"Body Corporate Manager"** means a person or company engaged by the Body Corporate to manage the Common Property;

**"Building"** means the building or buildings and other fixed structures erected on the Scheme Land;

**"Committee"** means the committee of the Body Corporate elected in accordance with the *BCCM Act*;

**"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 under the Management Agreement with respect to the maintenance and operation of the Scheme Land;

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

**"Original Owners"** means RACA Pty Ltd ACN 010 176 495 together with its successors and assigns;

"POS" means the Plans of Subdivision 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 Riverscape Community Titles Scheme; and

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

## 1.2 Interpretation

In the interpretation of this Easement, 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 a 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 this Easement;
- (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 withhold its consent at its discretion, or may give the consent subject to conditions;
- (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

However, the Body Corporate may cancel approval by giving seven 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 the Common Property or is a Common Property asset.

**4.2 Exceptions**

However, a Member may install:

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

if the device is soundly built and is consistent with the colour, style and materials of the Building as determined by the Committee from time to time.

**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 or their invitees.

**5. BEHAVIOUR OF INVITEES**

A Member in respect of a Lot which is subject of a lease or licence agreement must take all reasonable steps, including any action available to that Member under any such lease or licence agreement, to ensure that any Member or other Member or their invitees comply with the provisions of these by-laws.

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

A Member must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

**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 any 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.

**7.2 Curtains etc**

A Member must not hang curtains or install shutters visible from outside 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 and 29, 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 etc**

A Member with the Body Corporate's prior consent may have furniture on the balcony of a Lot. The Committee of the Body Corporate must establish and maintain a suitable policy regulating the installation of style and colour of balcony furniture within the Scheme. A Member of a Lot which 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 boundaries of any exclusive use area or obstruct the view from another Lot or interfere with the use and enjoyment of other Members of their Lots or of Common Property.

#### **7.6 Air conditioners**

Other than the Original Owner, no Member may install an air conditioner without the prior consent of the Body Corporate. The Committee of the Body Corporate must establish and maintain a suitable policy regulating the installation of air conditioners within the Scheme.

### **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 on 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 of 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 local laws about disposal of garbage; and
- (b) ensure that it does not, in disposing of garbage, adversely affect the health, hygiene and comfort of the Members of other Lots.

### 9.3 Location

Incinerators and garbage cans 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, boxes, 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 disposal.

## 10. KEEPING IN ANIMALS

### 10.1 No animals

Subject to section 143 of the *BCCM Act* a Member must not, without the Body Corporate 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.

### 10.3 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-laws 11.3 – 11.6, a Member shall not use a Lot nor permit it to be used otherwise than for residential purposes.

11.3 Subject to by-laws 11.5 to 11.6, Lot 3 in Riverscape South CTS 34538 ("Lot 3 South") may be used for:

- (a) any lawful purpose; and
- (b) 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 Subject to by-laws 11.5 and 11.6, Lot 2 in Riverscape West CTS 29006 ("Lot 2 West") may be used for:

- (a) any lawful purpose; and
- (b) 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 Member.

11.5 Whilst the ownership of Lot 2 West and Lot 3 South is the same, either of such lots may be used for the purposes described in by-law 11.3(b) and 11.4(b) in relation to any scheme which is a subsidiary scheme of Riverscape CTS 27918 (the "Subsidiary Schemes").



11.6 If by-law 11.5 does not apply, then:

- (a) despite by-law 11.3(a), Lot 3 South may be used for the purposes in by-law 11.3(b) only for lots in Riverscape South CTS 31538 and not for any other Subsidiary Scheme; and
- (b) Lot 2 West may not be used for the purposes in by-law 11.6(a).

**12. NO STRUCTURAL ALTERATIONS WITHOUT PERMISSION**

No structural alterations 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.

**13. NO EXTERNAL BLINDS**

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

**14. 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.

**15. USE OF WATER**

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

**16. 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 sweepings 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.

**17. 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.

**18. KEEPING LOTS CLEAN**

**18.1 General**

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

**18.2 Interior maintenance**

Each Member is responsible for the interior maintenance of his or her Lot, including balconies and terraces (if any).

**18.3 Windows**

Each Member must regularly (and at least once each month) clean the interior of all windows forming part of the Lot.

**19. RENOVATION OF A LOT**

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 By-laws;

- (b) the Body Corporate By-Laws to be adhered to during the course of any works;
- (c) 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;
- (d) no load bearing wall or supports to be removed or interfered with, without the written consent of the Body Corporate; and
- (e) 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.

**20. 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 or in passageways of the Building. Any damage or costs for cleaning or repair caused by a breach of this By-Law must be borne by the Member concerned.

**21. 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 must pay to the Body Corporate the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**22. 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.

**23. BODY CORPORATE TO BE PERMITTED TO ENTER**

Except in the case of an emergency (in which case 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 or 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.

**24. COMMON PROPERTY AND RECREATIONAL AREAS – POOL AND BARBECUE AREA**

**24.1 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 invitees.

**24.2 Pool etc**

In relation to the use of the pool, spas, sauna and adjacent areas a Member must ensure:

- (a) that his or her invitees do not use those facilities unless at the time they are occupiers 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) in the case of the sauna, behave in any manner that is likely to interfere with the use, enjoyment and safety of the sauna by any other Member or their invitees; and
  - (iii) 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 excepting Sundays, when pool area opening hours are to be limited to between the hours of 10.00am and 6.00pm;
- (e) that swimming pool toys are prohibited within the pool area, including but not limited to balls, inflatable devices, floating devices and the like;
  - (f) that the playing of music is prohibited within the pool area;
  - (g) that the consumption of alcohol is prohibited within the pool area;
  - (h) that children under the age of 15 within the pool area are accompanied by a parent or legal guardian at all times;
  - (i) that disruptive noise, yelling, screaming and the playing of raucous games (such as "Marco Polo") are prohibited within the pool area; and
  - (j) that residents are limited to invite a maximum of two guests to the pool area.

#### 24.3 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; and
- (c) that the barbecue area is not used between the hours of 10.00pm and 7.00am without the consent of the Committee.

#### 24.4 Reservations

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

#### 24.5 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.

### 25. SECURITY SYSTEMS

#### 25.1 Common property

All security equipment installed on Common Property and used in connection with the provision of security for the Scheme Land will with the exception of 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. The Manager must repair and maintain the security equipment in the Manager's office at its expense.

**25.2 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 (upon one day's notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be borne by the Member of the Lot.

**25.3 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-Law. 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.

**25.4 Proper use**

A Member must ensure that all security systems are used by the Member and invitees in the manner intended.

**26. SECURITY KEYS**

**26.1 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.

**26.2 Limitation on number of keys**

The Body Corporate at its discretion may limit the number of keys to the Common Property available to Members 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.

**27. BODY CORPORATE MAY ENGAGE**

The Body Corporate may engage for and on behalf of the Body Corporate such agents, contractors and employees as it thinks are necessary for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

**28. 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;

- (e) 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;
- (f) 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 the relevant authority if such authority were supplying electricity or other service direct to each Member;
- (g) the Body Corporate may render accounts to each Member and such accounts are payable to the Body Corporate or the person engaged by the Body Corporate to supply the services within 14 days of the delivery of such accounts;
- (h) 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;
- (i) 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:
  - (i) 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
  - (ii) disconnect the supply of reticulated electricity or other service to the relevant Lot;
- (j) the Body Corporate or the person engaged by the Body Corporate to supply the service is not, 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
- (k) the Body Corporate or the person 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 service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.

## 29. SIGNS AND ADVERTISING (ORIGINAL OWNER)

Whilst the Original Owner is the owner of any Lot in the Scheme, it and its officers, servants and/or agents may:

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

## 30. 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.

## 31. NOTICES

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

## 32. VEHICLES

### 32.1 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 visitor's vehicles.

**32.2 Period of approval**

An approval under clause 32.1 must state the period for which it is given, with exception of designated visitor parking.

**32.3 Cancellation**

However, the Body Corporate may cancel the approval by giving seven 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.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Nil.

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

Not applicable.

Land Title Act 1994; Land Act 1994  
Form 21 Version 2

**SURVEY PLAN**

Sheet 1 of 2

MACKENZIE ST

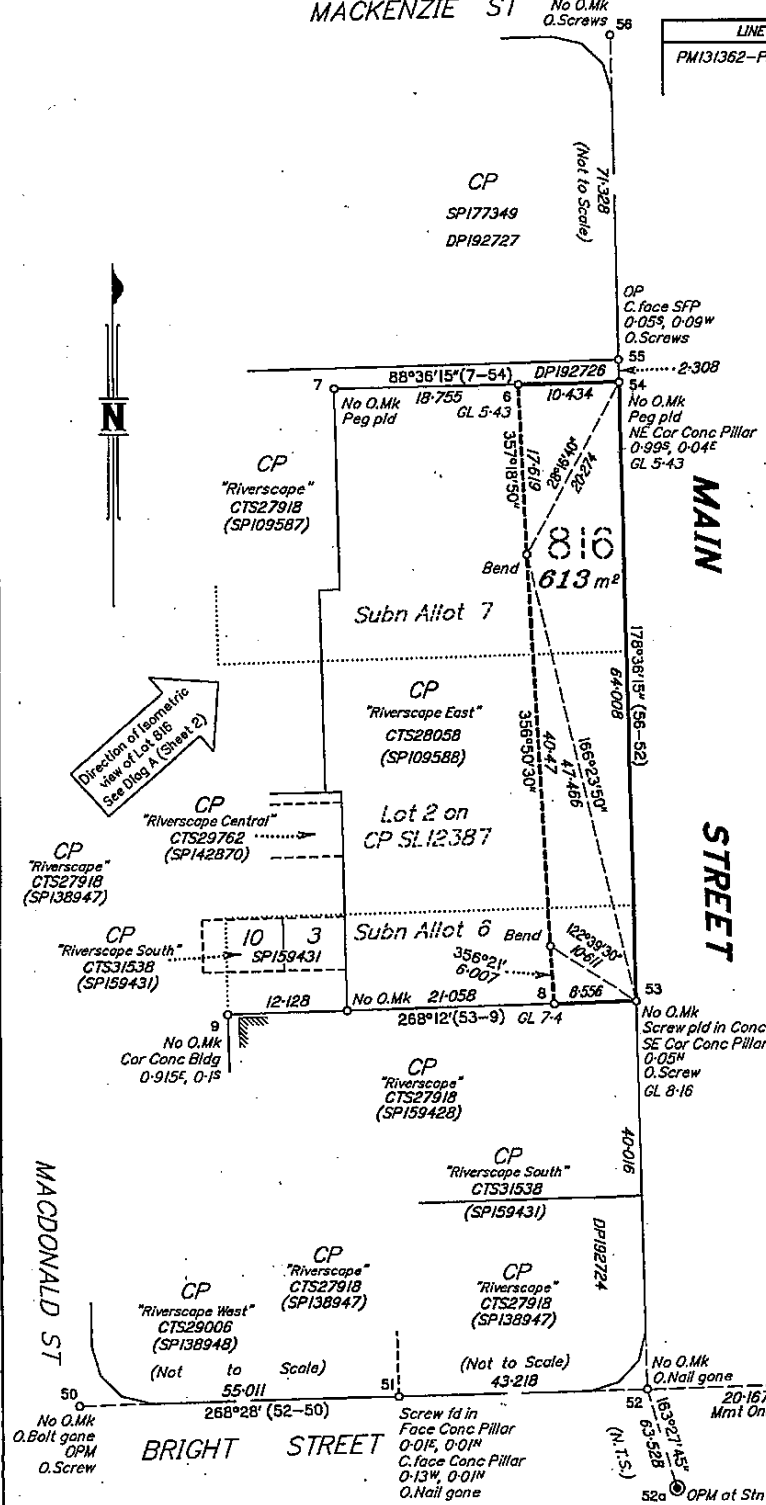
MERIDIAN				
LINE	PLAN BEARING	PLAN DISTANCE	M.G.A. BEARING	M.G.A. DISTANCE
PM131362-PM131364	176°36'40"	374.508	176°36'40"	374.361
			Vide SCDB	Vide SCDB

**REFERENCE MARKS**

STN	TO	ORIGIN	BEARING	DIST
50	O.Bolt gone	IS.135496	234°07'40"	2.897
50	O.Screw in Kerb	IS.150907	214°13'40"	14.69
51	O.Nail gone	SP138947	264°44'20"	5.816
52	Screw in Kerb		92°22'	3.282
52	O.Nail gone	SP159428	171°30'	15.299
53	O.Screw in Conc	SP159428	25°51'50"	3.437
55	O.Screw in Conc	SP177349	16°24'	4.11
55	O.Screw in Kerb	DPI92728	50°55'45"	20.82
56	O.Screw in Conc	DPI92728	106°41'	1.767
56	O.Screw in Bit	IS.183161	89°45'15"	19.644

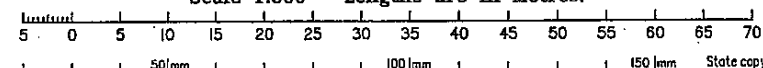
**PERMANENT MARKS**

PM	ORIGIN	BEARING	DIST	NO
50-OPM	IS.150907	251°48'20"	13.105	116883
52a-OPM	DPI85140	at Station		131364



Lot 816 is bounded by vertical planes.  
Datum of Levels: PM131362 RL 5-426 AHD Der  
Lot 816 is coincident with the outer boundaries of the Common Property of "Riverscape East" Community Titles Scheme 28058, on SPI09588 between stations 6-54-53-8.  
The vertices of the volumetric lot are not marked unless otherwise stated. Vertices are underground.  
This is one of four plans from the one survey, (SPI92724 to SPI92727.)

Scale 1:500 - Lengths are in Metres.



SAUNDVILL PTY LTD (ACN 009 947 880) hereby certify that the land comprised in this plan was surveyed by the corporation, by Michael KLENE, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 18-09-2006



**Plan of Lot 816**

**Cancelling Part of Common Property of "Riverscape East" Community Titles Scheme 28058 (SPI09588)**

**PARISH: SOUTH BRISBANE COUNTY: Stanley**

Meridian: MGA (Zone 56) vide Meridian Table

F/N's: No

Scale: **1:500**

Format: **VOLUMETRIC**



**SP192725**

Plan Status:

PLAN NO UNBELTRADAT 6-8

711592867

\$307.20  
21/04/2008 13:53

BE 400 NT

WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.

Registered

5. Lodged by

332  
Brisbane City Council  
G.P.O. Box 1434  
Brisbane Q. 4000.

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We .....

(Names in full)

\* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

\* as Lessees of this land agree to this plan.

Signature of \*Registered Owners \*Lessees

**AS CONSTRUCTING AUTHORITY UNDER  
THE ACQUISITION OF LAND ACT 1967  
BRISBANE CITY COUNCIL AGREES TO  
THIS PLAN OF SUBDIVISION**

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 16th day of August 2007, by me JANINE ELIZABETH BOYD } J.E. BOYD  
I being the proper officer to affix such seal. } Appointed Officer

*M. Menchise*  
**MARIA TERESA MENCHISE  
SOLICITOR**

\* Rule out whichever is inapplicable

2. Local Government Approval.

\*  
hereby approves this plan in accordance with the :  
%

Dated this ..... day of .....

\* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :  
CMS Number :  
Name :

4. References :  
Dept File :  
Local Govt :  
Surveyor : 4087

6. Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
50312800	CP	SPI09588	816		

NIR 710149907 fully satisfied.

816	Lot 2 on CP SL12387 and Subn Allots 6 & 7
Lots	Orig

7. Portion Allocation :

8. Map Reference :  
9543-33313

9. Locality :  
Kangaroo Point

10. Local Government :  
BRISBANE CITY

11. Passed & Endorsed :  
By : SAUNDVILL PTY LTD  
Date : 20.10.2006  
Signed : *R. H. ...*  
Designation : Cadastral Surveyor/Director

12. Building Format Plans only.  
I certify that :  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.  
\* Part of the building shown on this plan encroaches onto adjoining \* lots and road

Cadastral Surveyor/Director \* Date  
\* delete words not required

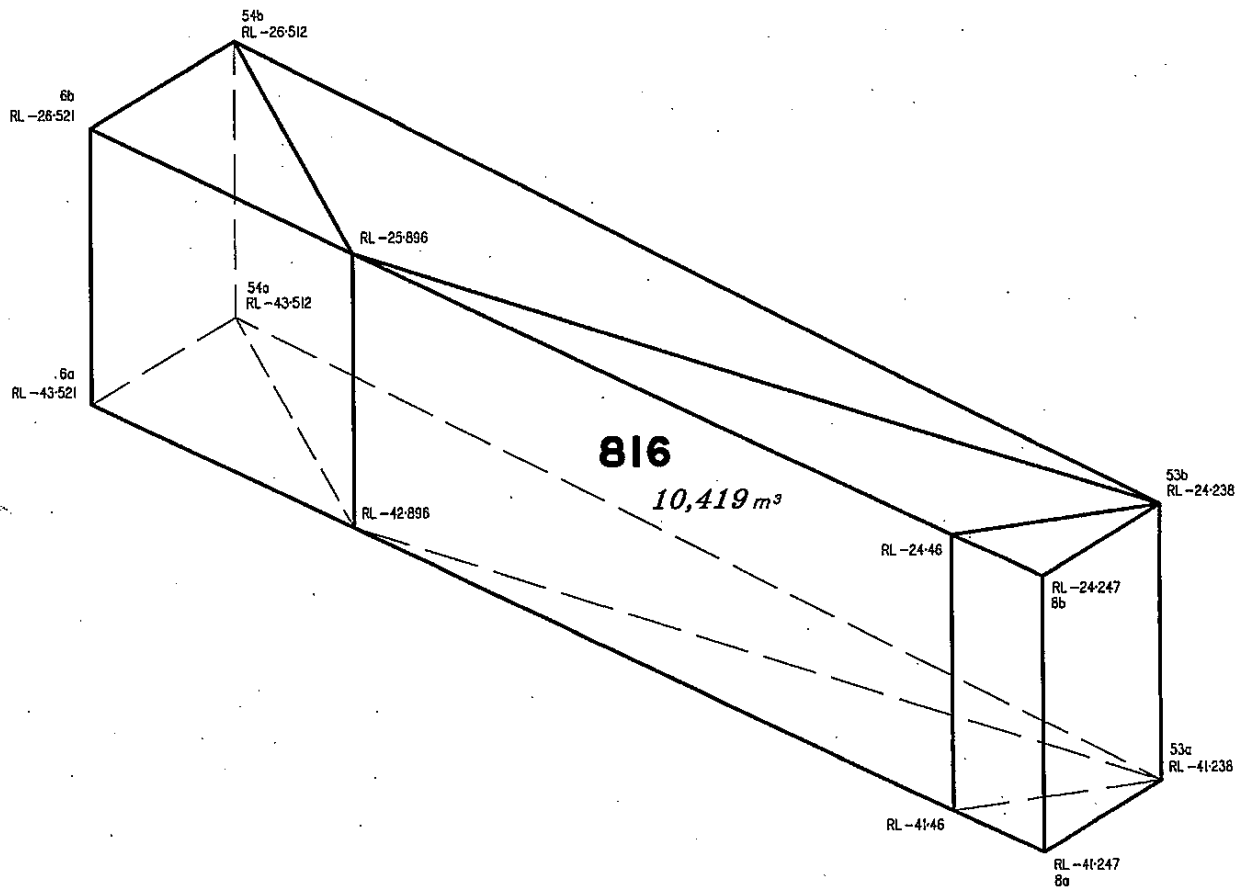
13. Lodgement Fees :  
Survey Deposit \$ .....  
Lodgement \$ .....  
..... New Titles \$ .....  
Photocopy \$ .....  
Postage \$ .....  
TOTAL \$ .....

14. Insert Plan Number  
SP192725



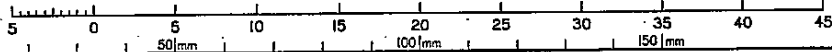
**DIAGRAM A**

Isometric of Lot 816  
1:300



*Lot 816 is bounded by vertical planes.*  
*Datum of Levels: PMI31362 RL 5.426 AHD Der*

Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP192725**