

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT 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

1. Name of community titles scheme

RIVERSTONE APARTMENTS COMMUNITY TITLES SCHEME

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR RIVERSTONE APARTMENTS COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

5. #Name and address of original owner

DG ASSETS PTY LTD ACN 159 753 858 AS TRUSTEE
UNDER INSTRUMENT 715695451
PO BOX 583 NEWFARM QLD 4005

6. Reference to plan lodged with this statement

SP 275738

first community management statement only

7. Local Government community management statement notation

.....signed

..... name and designation

BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

DG ASSETS PTY LTD ACN 159 753 858 AS TRUSTEE UNDER INSTRUMENT 715695451 BY ITS SOLE DIRECTOR
JONATHAN EDWARD DREW

/ /
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.

4. Scheme Land

Title Reference _____

Lot on Plan Description

County

Parish

Title Reference

Common Property of Riverstone
Apartments Community Titles
Scheme

Stanley

North Brisbane

To issue

Lots 1; 201-208 inclusive; 301-308
inclusive; 401-408 inclusive; 501-508
inclusive; 601-608 inclusive;
701-708 inclusive; 801-808 inclusive;
901-908 inclusive; 1001-1008 inclusive
in SP 275738

Stanley

North Brisbane

To issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in SP 275738	157	181
Lot 201 in SP 275738	158	154
Lot 202 in SP 275738	147	152
Lot 203 in SP 275738	147	152
Lot 204 in SP 275738	158	154
Lot 205 in SP 275738	157	150
Lot 206 in SP 275738	125	108
Lot 207 in SP 275738	125	108
Lot 208 in SP 275738	157	153
Lot 301 in SP 275738	155	154
Lot 302 in SP 275738	157	154
Lot 303 in SP 275738	157	154
Lot 304 in SP 275738	154	154
Lot 305 in SP 275738	147	144
Lot 306 in SP 275738	118	107
Lot 307 in SP 275738	118	107
Lot 308 in SP 275738	147	144
Lot 401 in SP 275738	162	156
Lot 402 in SP 275738	147	154
Lot 403 in SP 275738	146	154
Lot 404 in SP 275738	163	156
Lot 405 in SP 275738	127	117
Lot 406 in SP 275738	118	108

Lot 407 in SP 275738	118	108
Lot 408 in SP 275738	128	117
Lot 501 in SP 275738	145	147
Lot 502 in SP 275738	147	150
Lot 503 in SP 275738	146	150
Lot 504 in SP 275738	146	147
Lot 505 in SP 275738	118	112
Lot 506 in SP 275738	118	110
Lot 507 in SP 275738	118	110
Lot 508 in SP 275738	118	112
Lot 601 in SP 275738	145	150
Lot 602 in SP 275738	147	153
Lot 603 in SP 275738	146	153
Lot 604 in SP 275738	146	150
Lot 605 in SP 275738	118	114
Lot 606 in SP 275738	118	111
Lot 607 in SP 275738	118	111
Lot 608 in SP 275738	118	114
Lot 701 in SP 275738	146	154
Lot 702 in SP 275738	147	156
Lot 703 in SP 275738	146	156
Lot 704 in SP 275738	146	154
Lot 705 in SP 275738	118	115
Lot 706 in SP 275738	118	112
Lot 707 in SP 275738	118	112

Lot 708 in SP 275738	118	115
Lot 801 in SP 275738	146	159
Lot 802 in SP 275738	147	161
Lot 803 in SP 275738	146	161
Lot 804 in SP 275738	146	159
Lot 805 in SP 275738	118	117
Lot 806 in SP 275738	118	114
Lot 807 in SP 275738	118	114
Lot 808 in SP 275738	118	117
Lot 901 in SP 275738	145	163
Lot 902 in SP 275738	147	164
Lot 903 in SP 275738	146	164
Lot 904 in SP 275738	146	163
Lot 905 in SP 275738	118	118
Lot 906 in SP 275738	118	115
Lot 907 in SP 275738	118	115
Lot 908 in SP 275738	118	118
Lot 1001 in SP 275738	146	174
Lot 1002 in SP 275738	147	175
Lot 1003 in SP 275738	146	175
Lot 1004 in SP 275738	146	174
Lot 1005 in SP 275738	118	124
Lot 1006 in SP 275738	118	118
Lot 1007 in SP 275738	118	118
Lot 1008 in SP 275738	118	124

TOTALS	9932	10072
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CONTRIBUTION SCHEDULE LOT ENTITLEMENTS (“CSLE”)

The CSLE have been decided on the “relativity principle” as that term is defined in the Body Corporate and Community Management Act 1997 (“BCCM”), which is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to 1 or more of the following factors. The relevant factors may only be one of the following:

1. How the community titles scheme is structured;
2. The nature, features and characteristics of the lots in the scheme;
3. The purpose for which the lots are used;
4. The impact the lots may have on the costs of maintaining the common property;
5. The market values of the lots in the scheme.

The individual CSLE for the lots were decided using the relativity principle based on the following factors:

How the community titles scheme is structured

The scheme is not part of a layered arrangement. Therefore the structure of the scheme does not affect the calculation of the CSLE. All of the lots in the scheme are similar in their nature, features and characteristics, except for the single commercial lot in the scheme the existence of which was not considered materially relevant to allocation of CSLE.

The nature, features and characteristics of the lots in the scheme

The Body Corporate is responsible for the repair and maintenance of common property in the scheme. This includes recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following factors increase the burden that a particular lot places on the Body Corporate costs for the maintenance, repair and cleaning of the common property:

- (a) The area of the lot: additional CSLEs are allocated to a lot the greater the size of the lot because the larger the area of the lot the greater the demand on Body Corporate costs for support and shelter;
- (ii) The number of potential occupants: larger lots that can cater for a greater number of potential occupants have the potential to place a greater burden on common property and additional CSLEs are allocated to a larger lot to take this into account.

The relative difference in CSLEs recognises that the above factors do not impact on how much each lot should contribute to certain Body Corporate expenses such as secretarial fees, audit fees, printing, postage and outlays.

The purposes for which the lots are used

Except for the single commercial lot in the scheme all other lots are used for residential purposes. To the extent that the commercial lot may contribute to a higher intensity of common area usage immediately surrounding that lot, the use does not however place an increased demand on other common property. For this reason the commercial use has not been considered material in the allocation of CSLE

The impact the lots have on the costs of maintaining the common property

The lots in the scheme have been created under a building format plan and the Body Corporate is responsible for the repair and maintenance of the common property (eg. the exterior of the building including windows, foyers, lifts, utility infrastructure, utility services and other common property facilities). The larger the lot the greater the demand for support and shelter costs and the number of occupants are likely to be greater. This results in larger lots having a greater demand on the Body Corporate expenditure for the maintenance, cleaning and repair of common property. This factor has been considered relevant in calculating CSLE because it places a differential burden on the Body Corporate's costs for maintenance, cleaning and repair of common property.

The market values of the lots

The market values of the lots in the scheme have not affected the decision to allocate CSLE.

INTEREST SCHEDULE LOT ENTITLEMENTS ("ISLE")

The ISLE are consistent with the "market value principle" (as that term is defined in the Body Corporate and Community Management Act 1997) which is the principle that interest schedule lot entitlements must reflect the respective market values of the lots, except to the extent to which it is just and equitable for the entitlements not to do so. The ISLE for the scheme do not reflect the respective market values of the lots in the scheme because it is not just and equitable that they do. A deviation from market values is just and equitable because individual lots share differently in common property usage and because individual lots have different sizes which will affect insurance premium reimbursement. Further, reconstruction costs, if the building on the scheme land was damaged or destroyed, would be proportionally greater for larger lots in comparison to smaller lots as those costs are determined by building cost and not market value of lots. Market values can also be affected by factors such as amenity or location within the scheme. In the circumstances it is just and equitable that ISLE be weighted according to the size of the individual lots and not based on market values.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C BY-LAWS

1. DEFINITIONS**1.1 Dictionary**

Act	means the <i>Body Corporate and Community Management Act 1997</i> and the Regulation Module applying to the community titles scheme.
Body Corporate	means the body corporate created under the Act for the community titles scheme, namely the body corporate for Riverstone Apartments community titles scheme.
By-laws	means these by-laws.
Committee	comprises the persons chosen at each annual general meeting of the Body Corporate, but subject to the provisions under the Accommodation Module Regulation relating to term of office, vacancies and the filling of casual vacancies.
Common Property	is land for the Scheme that is not included in a Lot.
Invitee	means any person on the Scheme Land with the permission of an Owner or Occupier.
Lot	means a Lot under the <i>Land Title Act 1994</i> .
Occupier	of a Lot means a resident Owner or resident lessee of a Lot, or someone else who lives on the Lot.
Owner	of a Lot means the person who is, or is entitled to be, the registered owner of the Lot, and includes a mortgagee in possession of the Lot and if, under the <i>Land Title Act 1994</i> , two or more persons are the registered owners, or are entitled to be the registered owners, of the Lot – each of those persons.
Regulation Module	subject to the provisions of the Act, is the Regulation Module that is recorded on the community management statement in the Department of Natural Resources and Mines as stated to apply to the community titles scheme.
Scheme	means Riverstone Apartments community titles scheme.
Scheme Land	comprises all the Lots and the Common Property contained in the Riverstone Apartments community titles scheme.
Utility Infrastructure	means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with utility services, and a device for measuring the reticulation or supply of a utility service.

Window Covering means internal curtain, blind, shutter, roller shade or other similar covering for a window or door.

1.2 Rules for interpretation

In these By-laws, unless the context indicates a contrary intention –

- a) words denoting any gender include all genders
- b) the singular number includes the plural and vice versa
- c) a person includes their executors, administrators, successors, substitutes and assigns
- d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally
- f) references to any legislation includes any legislation which amends or replaces that legislation
- g) for the purpose of By-law 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act
- h) headings are included for convenience only and will not affect the interpretation of these by-laws
- i) a reference to anything includes the whole or each part of it, and
- j) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE/ NUISANCE

The Owner or Occupier of a Lot must not create noise or any other nuisance likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3. VEHICLES

3.1 Other than as provided in By-law 21 the Owner or Occupier of a Lot must not, without the approval in writing of the Body Corporate -

- (a) park a vehicle, or allow a vehicle to stand, on Common Property, or
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- (b) permit an Invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, other than in a designated visitor vehicle parking area which must remain available at all times for the sole use of visitors vehicles;
- 3.2 An approval under By-law 3.1 must state the period for which it is given, with the exception of visitor parking.
- 3.3 The Body Corporate may cancel an approval given under By-law 3.1 by giving 7 days written notice to the Owner or Occupier, with the exception of visitor parking.
- 3.4 An Owner or Occupier must not park in a car park on Common Property that is designated for disabled parking unless that Owner or Occupier is disabled.
- 3.5 Designated visitor parking spaces must remain available at all times for the exclusive use of visitor's and Invitees vehicles, and must not be impeded by landscaping, water tanks, storage, gates or any other fitting, fixture or structure.
- 3.6 The Owner or Occupier of a Lot or their Invitees must not park a vehicle in a parking space to which exclusive use rights are attached to another Lot without the approval of the Owner or Occupier of the Lot to which the exclusive use rights for such parking space are attached.
- 3.7 In the event a vehicle is parked in a parking space in contravention of this by-law the Body Corporate may remove the vehicle from the parking space, by towing or otherwise, and may recover the cost of the removal from the owner of the vehicle.
4. **OBSTRUCTION**
- The Owner or Occupier of a Lot must not obstruct the lawful use by others of the Common Property.
5. **DAMAGE TO LAWNS ETC.**
- 5.1 The Owner or Occupier of a Lot 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.
- 5.2 An approval under By-law 5.1 must state the period for which it is given.
- 5.3 The Body Corporate may cancel an approval given under By-law 5.1 by giving 7 days written notice to the Owner or Occupier.
6. **DAMAGE TO COMMON PROPERTY/INSTALLATION OF SCREENS**
- 6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
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- 6.2 An Owner or Occupier may, provided the consent of the Body Corporate is first obtained, install a device or screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building, and the By-laws.

- 6.3 The Owner of a Lot must keep a device installed under By-law 6.2 in good order and repair.

7. BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot must take reasonable steps to ensure that their Invitees do not behave in a way likely to unreasonably interfere with the peaceful enjoyment of another Lot or the peaceful enjoyment of the Common Property by others.

8. LESSORS

- 8.1 A lessor of a Lot must upon notice from the Body Corporate provide the secretary or Body Corporate manager the full name(s) of the tenants residing in the Lot.

- 8.2 The lessor must upon notice from the Body Corporate take the necessary steps to ensure their tenants adhere to the By-laws.

9. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

The Owner or Occupier of a Lot must not leave upon Common Property, or allow to fall from a balcony or window any rubbish or other material likely to interfere with the enjoyment of the Common Property or another Lot by others.

10. APPEARANCE AND USE OF LOT

- 10.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds, and is not otherwise inconsistent with the By-laws.

- 10.2 Window furnishings including curtain backings must remain neutral in colour and blend with those used in surrounding Lots.

- 10.3 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval –

- (a) hang washing (either on balcony railings, clothes lines or otherwise), bedding, cloth or store any other article, other than furniture (but not umbrellas) in use and in good repair, on a balcony, in a courtyard or from a window if the article is visible from another Lot or the Common Property, or from outside the Scheme Land, or
 - (b) save as provided in By-law 33, display a sign (including but not limited to a real estate advertising sign), advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.
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10.4 The Owner or Occupier of a Lot must ensure that:-

- (a) except to the extent permitted or required by By-law 10.4(b), all balconies and terraces shall remain unenclosed and no shutters, glazing, louvres or similar permanent fixtures may be installed or erected other than those which are approved by the Body Corporate and which are consistent with the relevant Brisbane City Planning Scheme Codes and Policies, and which are depicted on plans approved by the Brisbane City Council;
- (b) prior approval is obtained from the Body Corporate for the installation of an external sun control device. An external sun control device must not be fixed and must be fully retractable. Balconies may be partially enclosed with sliding sun shade screens provided they are of at least 50% transparency. The total area of balcony enclosure permissible by a sun control device and/or sliding sun shade screens is limited to a maximum of one half of the width of the balcony opening to ensure that balconies are not fully enclosed (such that the gross floor area of the Lot, and the appearance of building bulk, would be increased). Sun control devices and sliding sun shade screens must be constructed of materials that are complementary to the materials used for the building structure;
- (c) in all circumstances where it is proposed by an Owner or Occupier to install, alter or replace an existing external sun control device or sliding sun shade screen details thereof must be provided to, and approval obtained from, the Brisbane City Council delegate and the Body Corporate prior to undertaking any installation, alteration or replacement;
- (d) the Lot (other than Lot 1) is not, without Body Corporate approval, used other than as a residence;
- (e) the Lot is not used for any purpose that may cause a nuisance or hazard or in any manner that is likely to interfere with the peaceful enjoyment of Owners or Occupiers of other Lots or any person lawfully using Common Property;
- (f) the Lot is not used for any illegal or immoral purpose;
- (g) the Lot is not used for storage purposes other than storage of domestic household items normally stored in community title accommodation;
- (h) the Lot is kept and maintained so as not to be offensive in appearance to Owners or Occupiers of other Lots in the Scheme through the accumulation of excess rubbish or otherwise.

11. ALTERATIONS TO A LOT

The Owner of a Lot must observe the following whilst making alterations to a Lot:

- (a) Structural alterations must only be made after approval from the Body Corporate;
 - (b) Installation of any new hard floor covering material such as, tiles, stone, timber, and laminates may only be done so after consultation with the Committee, who may impose reasonable guidelines to ensure the new covering material is not
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likely to cause a noise or nuisance to another Lot, and provided further that the installation complies in all respects with the Building Code of Australia;

- (c) Any works likely to cause noise, nuisance, or temporary disruption to the supply of services to any person or another Lot must be notified to each Occupier likely to be affected five (5) days in advance of the works proceeding;
- (d) The Owner must notify the Body Corporate in advance of the proposed timings for undertaking the works and obtain the approval of the Body Corporate or the building manager in regard to such timings. Works may only be carried between the hours of 8.00am- 5.00pm. Lift curtains must at all times be used when a lift is being used for the purposes of the works.

12. STORAGE OF FLAMMABLE MATERIALS

- 12.1** The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 12.2** The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 12.3** 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.

13. GARBAGE DISPOSAL

- 13.1** Unless the Body Corporate provides some other way of garbage disposal, the Owner or Occupier of a Lot must keep a receptacle for garbage in a clean and hygienic condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
 - 13.2** The Owner or Occupier of a Lot must –
 - (a) comply with all local government local laws about disposal of garbage, and
 - (b) ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owner or Occupiers of other Lots.
 - 13.3** Refuse bins are to be stored within the designated screened bin enclosure, as identified on the plans for the Scheme Land approved by the Brisbane City Council.
 - 13.4** Internal collection of refuse and recyclables shall be the responsibility of each Owner or Occupier. All refuse is to be collected internally to the nominated refuse collection point in accordance with an agreement for refuse collection with the Brisbane City Council's City Waste Services. No refuse may otherwise be left on Common Property or on another Lot.
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- 13.5 The Body Corporate shall maintain an appropriate area for the collection of refuse, including recyclables, in a position which is accessible to service vehicles on the Scheme Land.

14. KEEPING OF ANIMALS

- 14.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval –

- (a) bring or keep an animal on the Lot or the Common Property, or
- (b) permit an Invitee to bring or keep an animal on the Lot or the Common Property.

- 14.2 The Owner or Occupier 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.

15. SMOKING

Smoking is not permitted in, at or around Common Property.

16. SIGNAGE

An Owner or Occupier of a Lot and their guests must adhere to any reasonable signage in place upon the Common Property

17. SAFETY

- 17.1 No object is to be stored upon a balustrade or railing that could fall to a Lot below, Common Property, or area otherwise likely to be occupied by people or animals.

- 17.2 Vehicles, whether motorised or not must not exceed 5km/h whilst travelling along any Common Property.

- 17.3 Roller blades, skateboards and the like are not to be used upon Common Property.

18. SUPPLY OF UTILITY SERVICES

- 18.1 The Body Corporate may, but is not required to, provide a utility service to a Lot and/or Common Property including the supply of electricity, hot water or other utility service.

- 18.2 The supply of electricity utility service by the Body Corporate may be by way of bulk supply of electricity, or by an embedded electricity supply service.

- 18.3 If the Body Corporate resolves to provide a utility service the Body Corporate must provide the utility service at a cost at or below market rate.

- 18.4 The Body Corporate may, for the purposes of providing a utility service:-

- (a) engage a third party to supply the utility service ("Supplier");

- (b) enter an agreement with the Supplier for the supply of the utility service;
- (c) enter an agreement with the Supplier and the original owner for the Scheme to take an assignment, or novation, of an agreement entered into between the original owner for the Scheme and the Supplier, for the installation of utility infrastructure and supply of the utility service for the Scheme,

on terms and conditions resolved by the Body Corporate or the Committee.

18.5 The terms and conditions of an agreement entered into by the Body Corporate pursuant to by-law 18.4 may provide for the installation of separate meters for Lots and Common Property for the monitoring, and invoicing by the Supplier, of electricity usage.

18.6 If the Body Corporate resolves to provide a utility service to a Lot through a Supplier:-

- (a) the Owner or Occupier must obtain the supply of that utility service from the Supplier;
- (b) the Owner or Occupier must, if requested to do so, sign an agreement with the Supplier for the supply of the utility service on terms and conditions resolved by the Body Corporate;
- (c) the Body Corporate shall, upon request, provide to the Owner or Occupier a copy of the Supplier's terms and conditions of supply;
- (d) the Owner or Occupier shall observe the terms and conditions of supply of the utility service, and the said terms and conditions shall be deemed to constitute a separate agreement, separate to this by-law, between the Owner or Occupier and the Body Corporate;
- (e) the Body Corporate shall not be responsible for any failure by a Supplier to supply the utility service;
- (f) the Body Corporate shall not be responsible for the disconnection of the supply of the utility service to a Lot in the event an Owner or Occupier fails to pay the Supplier for the supply of the utility service by the due date.

18.7 If the Body Corporate resolves to provide a utility service to a Lot itself (and not through a Supplier):-

- (a) the Owner or Occupier must obtain the supply of that utility service from the Body Corporate;
 - (b) the Owner shall be responsible for the cost of the utility service provided to the Lot;
 - (c) the Owner shall pay in full to the Body Corporate the amount due within 14 days of being levied for the utility service;
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- (d) it is the Owner's responsibility to recover from an Occupier, if the Owner so desires, the cost of the utility service levied on the Owner by the Body Corporate; and
- (e) the Body Corporate may, in addition to any other remedy including institution of proceedings for recovery of amounts due, disconnect the supply of the utility service if payment for the supply has not been received within 21 days of levy.

18.8 The Body Corporate is not responsible or liable for any failure of the supply of a utility service by the Body Corporate or through a Supplier, due to breakdowns, repairs, maintenance, strikes, accidents of any nature whatsoever, except to the extent required by law.

18.9 Except as otherwise provided by law, the Body Corporate is not responsible for the accuracy of any meter installed for a Lot or Common Property for the monitoring of a utility service.

19. RECOVERY BY BODY CORPORATE

19.1 Where the Committee or the Body Corporate spends money to repair damage caused by a breach of the Act or the By-laws by any Owner or Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from that Owner of the subject Lot.

19.2 The Committee or a person nominated by the Committee may remove and store any item left on Common Property in breach of the By-laws and recover the reasonable costs of removal and storage of such item from the Owner or Occupier prior to releasing the item back to the Owner or Occupier.

20. RECOVERY OF COSTS

An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in -

- (a) recovering levies or any other money that the Body Corporate is entitled to recover from the Owner under the Act, any other statutory provision or at common law, and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications under the dispute resolution provisions of the Act.

21. EXCLUSIVE USE

21.1. The Owner for the time being of the Lots identified in Schedule E shall be entitled to the exclusive use for himself and his Occupiers and Invitees of the areas identified in Schedule E and on the attached plan marked 'Plan A'. Each Owner to whom exclusive use is granted pursuant to this by-law shall –

- (a) use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area;

- (b) use it only for the purpose it was granted;
 - (c) keep it tidy, clean, free from grease and oil and generally free from rubbish or storage (unless it is an allocated storage area); and
 - (d) if it is for the use of car parking, the vehicle parked in the area must be maintained in a roadworthy state of repair.
- 21.2** (a) No residential car parking space on the Scheme Land may be used for any purpose, including but not limited to lease or sale separate from the Lot, other than for the use of the Owner, Occupier or his/their invitees, and bona fide visitors for purposes of parking their vehicles
- (a) No signage shall be erected on or in the vicinity of the Scheme Land advertising the availability of the said car spaces to the general public.

22. FENCING/COMMON WALLS

At all times an Owner or Occupier shall take reasonable care not to damage fencing or common walls and shall promptly repair any damage caused to such fencing or common walls.

23. COMMUNAL OPEN SPACE

All internal footpaths, pedestrian circulation routes and adjoining landscaping, buffer landscaping, visitor parking spaces, driveway and vehicle turning areas as depicted on plans approved by the Brisbane City Council for the Scheme Land must not be incorporated into a Lot ownership/entitlement or designated for the exclusive use of any Lot.

24. RESIDENTIAL VISITOR PARKING SPACES; DRIVEWAY AND VEHICLE TURNING AREAS

- 24.1** (a) The Body Corporate must provide and maintain a minimum of 9 residential visitor vehicle parking spaces on the Scheme Land of which at least 1 parking space must be maintained for parking by persons with disabilities.
- (b) Residential visitor vehicle parking spaces, driveways and vehicle turning areas which are depicted on plans of the Scheme Land approved by the Brisbane City Council shall at all times form part of the Common Property and shall not be designated for the exclusive use of any Lot, and shall be available for use by all Occupiers and bona fide visitors.
- (c) Any car parking spaces designated for the purposes of any Shop, Office and Restaurant uses approved by Brisbane City Council to be carried out within the Scheme Land shall be available for use by all bona fide residential visitors at all times outside of the normal operating hours of the said commercial activities.
- (d) Any gate installed within the Scheme Land which prevents or restricts access to residential visitor vehicle parking spaces is to be controlled at all times by an
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intercom system that enables contact with each Lot so as to permit bona fide visitors to obtain access to the residential visitor vehicle parking spaces.

25. BICYCLE PARKING SPACES

- 25.1** The Body Corporate must provide and maintain a minimum of 40 bicycle parking spaces with associated support facilities on the Scheme Land.
- 25.2** Bicycle parking spaces shall at all times form part of the Common Property and shall not be designated for the exclusive use of any Lot, and shall be available for use by all Occupiers and bona fide visitors.
- 25.3** Any gate installed within the Scheme Land which prevents or restricts access to bicycle parking spaces is to be controlled at all times by an intercom system that enables contact with each Lot so as to permit bona fide visitors to obtain access to the bicycle parking spaces.

26. SCREENING FOR SERVICES

- 26.1** The Body Corporate must ensure that:-
- (a) suitable screening is installed and maintained for all air-conditioning plant/s, lift motor rooms (if any) and other plant and service facilities, which may be located on the roof or external face of a building on the Scheme Land;
 - (b) the said screening must be constructed from materials that are complementary with the materials used on the building façade.
- 26.2** An Owner or an Occupier must without the approval of the Body Corporate not install or erect an individual air-conditioning unit to the external surface of the building.

27. VEHICLE TRAFFIC AREAS

- 27.1** The Body Corporate must:-
- (a) ensure that all sealed traffic areas are cleaned as necessary to prevent emissions of particulate matter;
 - (b) maintain parking and maneuvering areas on the Scheme Land for the loading and unloading of vehicles in accordance with the plans and conditions for the Scheme Land approved by the Brisbane City Council, and the TAPS Policy of Brisbane City Plan 2000;
 - (c) maintain a height clearance sign located at the entrances to undercover parking areas and a directional visitor parking sign at the vehicle entrance to the Scheme Land so that it is clearly visible at the vehicle entrance to the Scheme Land;
 - (d) maintain the internal paved areas on the Scheme Land so that they are signed and delineated in accordance with the plans for the Scheme Land approved by
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the Brisbane City Council, the Queensland Manual of Uniform Traffic Control Devices;

- (e) maintain a directional visitor parking sign at the vehicle entrances to the Scheme Land adjacent to or clearly visible from the vehicle entrance to the Scheme Land;

28. HEAVY VEHICLE OPERATION

The operation of heavy vehicles and or waste collection vehicles must only occur in the approved "Loading and Servicing" area and is prohibited outside of the hours 7.00am – 7.00pm Monday – Saturday inclusive.

29. LANDSCAPING

- 29.1** Landscaping, if any, on the Scheme Land is to be maintained in accordance with the plans of layout and certified plans approved by the Brisbane City Council.

- 29.2** All landscaped areas not indicated as private open space on plans approved by Brisbane City Council are to remain part of Common Property.

30. STORM WATER QUALITY MANAGEMENT SYSTEM

The Body Corporate shall ensure that the onsite stormwater quality management system is maintained in accordance with the Brisbane City Council approved plans and certified plans. All maintenance costs and associated costs for the stormwater management system must be met by the Owners as part of the Body Corporate levies payable by Owners.

31. OVERDUE LEVIES

An Owner shall pay on demand interest at the rate of 3% simple per calendar month on all outstanding monies levied upon that Owner by the Body Corporate pursuant to the Act, such interest to be calculated from the due date of payment of such levy until payment in full. Such interest is to be deemed to be a liquidated debt due to the Body Corporate.

32. COMMON PROPERTY

- 32.1** The Body Corporate may make such rules relating to the Common Property not inconsistent with these By-Laws and such rules shall be observed by the Owners and Occupiers of a Lot.

- 32.2** The Committee may make such rules relating to the Common Property not inconsistent with these By-Laws and such rules shall be observed by the Owners and Occupiers unless and until they are amended or revoked at a general meeting of the Body Corporate.
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33. DISPLAY UNIT AND USE OF COMMON PROPERTY BY DG ASSETS PTY LTD

- 33.1** Whilst DG Assets Pty Ltd remains an Owner or Occupier of any Lot, it and its officers, servants and agents shall be entitled to use any Lot of which it remains an Owner or Occupier as a display lot and shall be entitled to allow prospective purchasers or any other person with the authority of DG Assets Pty Ltd to inspect such Lot and shall be entitled to use such signs, advertising or display material in or about the display lot and the Scheme Land as it thinks fit, such signs, advertising and display material shall be tasteful having regard to the general appearance of the Scheme.
- 33.2** DG Assets Pty Ltd shall be entitled to carry out promotional functions from the Common Property providing reasonable steps are taken to minimize disturbance to Owners and Occupiers of other Lots in the scheme.
- 33.3** The building manager and the authorized letting agent shall have the right at all times to erect signage on the Common Property for the purposes of conducting the business of a manager or authorized letting agent for the Scheme.

34. COMMERCIAL ACTIVITIES ON LOT 1

- 34.1** The Owner or Occupier of Lot 1 shall be entitled to conduct a business of café/restaurant, or such other commercial activity, including office/administration, as the Body Corporate may approve, from Lot 1.
- 34.2** If the proposed business or activity to be conducted from Lot 1 is or includes caretaking and/or letting services for the Scheme, the Body Corporate:-
- (a) may approve such use; and
 - (b) shall only approve such use:-
 - (i) if the Owner or Occupier enters into an agreement or agreements with the Body Corporate in respect of the engagement or authorization in a manner compliant with the Regulation Module; and
 - (ii) if necessary, the Body Corporate and the Owner or Occupier (as lessee) enter into a deed pursuant to section 116(2) of the Act (or such similar provision in any amending or repealing legislation).
- 34.3** In the conduct of the said business or activity the Owner or Occupier of Lot 1 shall obtain, maintain, and fully comply at all times with, all necessary licences, permits, and approvals as required by the local or other statutory authority in regard to the conduct of the business or activity and shall observe all obligations and restrictions as may be imposed by such licences or permits.
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SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**1. Service Location Diagram**

Services location diagram in accordance with Plan “B”

2. Statutory Easements

Lots affected or proposed to be affected by statutory easements are as follows:

**Statutory Easements
Scheme****Riverstone Apartments Community Titles**

Support

Lots 1; 201-208 inclusive; 301-308 inclusive; 401- 408 inclusive; 501- 508 inclusive; 601-608 inclusive; 701-708 inclusive; 801-808 inclusive; 901-908 inclusive; 1001-1008 inclusive and common property on SP 275738.

Utility Services and Utility Infrastructure

Lots 1; 201-208 inclusive; 301-308 inclusive; 401 -408 inclusive; 501-508 inclusive; 601-608 inclusive; 701-708 inclusive; 801-808 inclusive; 901-908 inclusive; 1001-1008 inclusive and common property on SP 275738.

Shelter

Lots 1; 201-208 inclusive; 301-308 inclusive; 401-408 inclusive; 501-508 inclusive; 601-608 inclusive; 701-708 inclusive; 801-808 inclusive; 901-908 inclusive and common property on SP 275738.

Projections

Lots 1; 201-208 inclusive; 301-308 inclusive; 401- 408; 501-508 inclusive; 601-608 inclusive; 701-708 inclusive; 801-808 inclusive; 901-908 inclusive; 1001-1008 inclusive and common property on SP 275738.

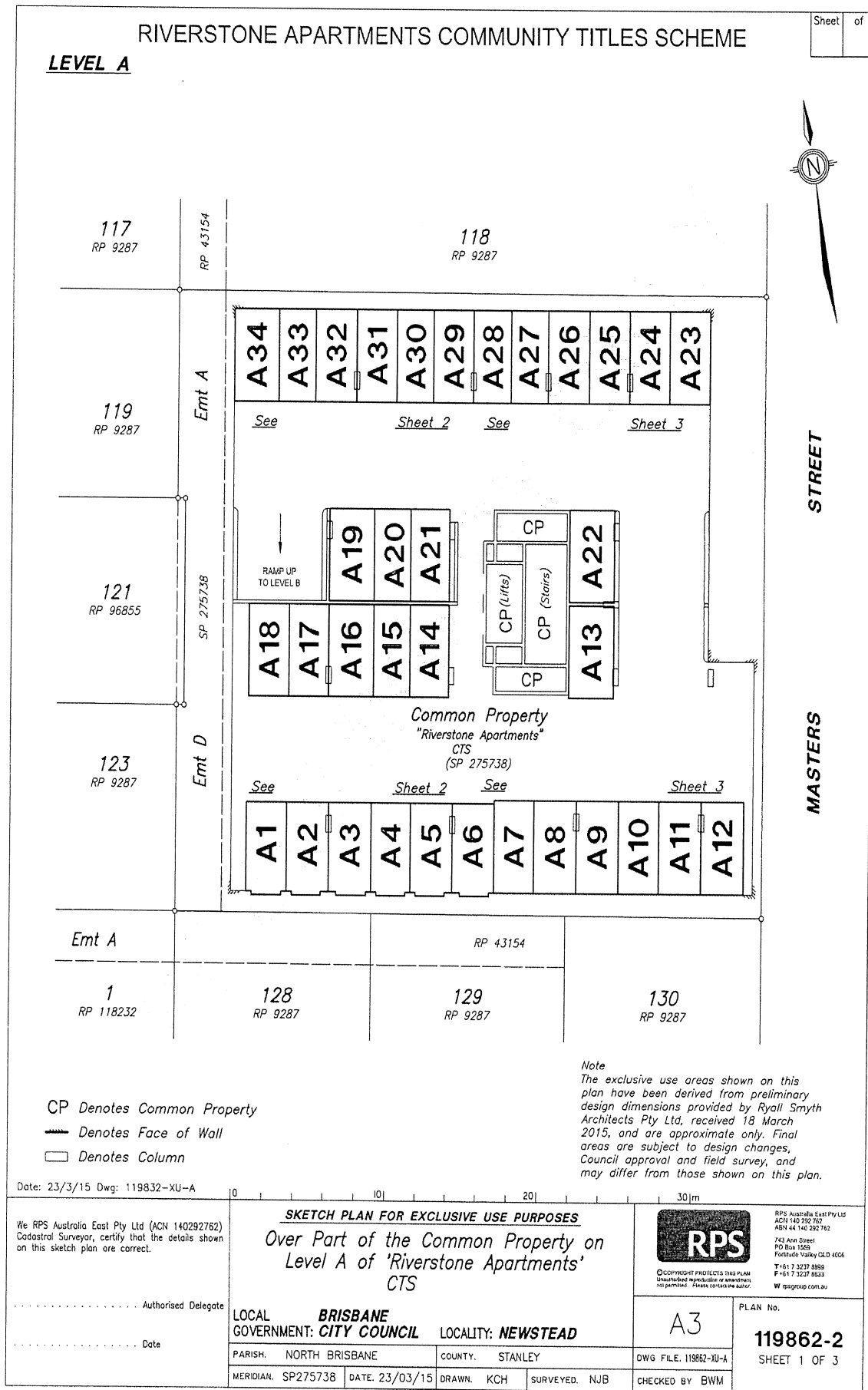
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

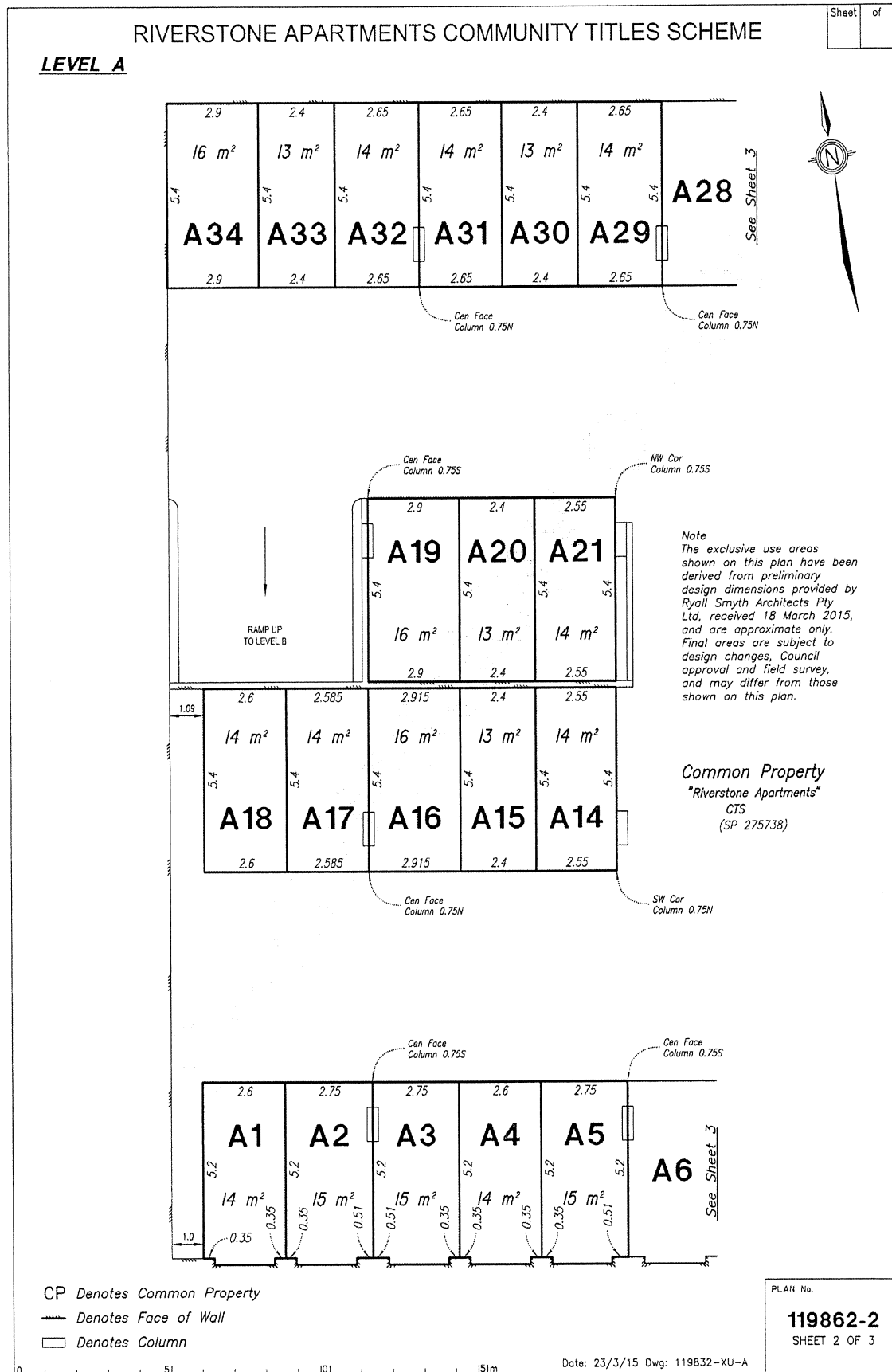
Lot No	Exclusive Use Area	Purpose
Lot 1 in SP 275738	Area D5 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 201 in SP 275738	Area A12 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 202 in SP 275738	Area A21 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 203 in SP 275738	Area A16 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 204 in SP 275738	Area A19 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 205 in SP 275738	Area A18 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 206 in SP 275738	Area A22 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 207 in SP 275738	Area A2 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 208 in SP 275738	Area A17 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 301 in SP 275738	Area D6 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 302 in SP 275738	Area A20 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 303 in SP 275738	Area A13 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 304 in SP 275738	Area D7 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 305 in SP 275738	Area A15 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 306 in SP 275738	Area D4 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 307 in SP 275738	Area D3 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 308 in SP 275738	Area A29 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 401 in SP 275738	Area A23 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 402 in SP 275738	Area A25 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 403 in SP 275738	Area A14 in Exclusive use plan (Plan A)	Vehicle parking bay

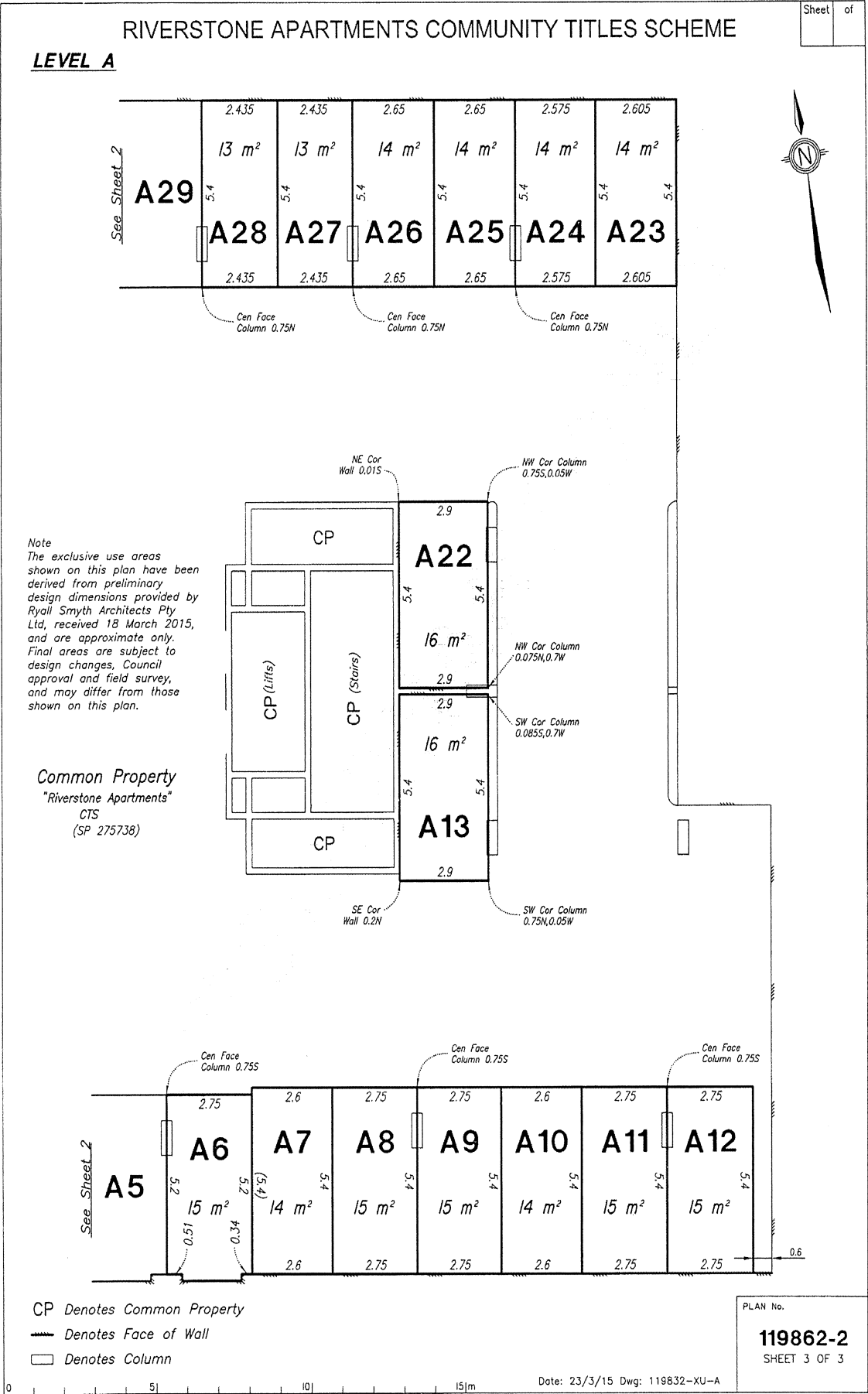
Lot 404 in SP 275738	Area A26 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 405 in SP 275738	Area A32 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 406 in SP 275738	Area D2 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 407 in SP 275738	Area D1 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 408 in SP 275738	Area A31 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 501 in SP 275738	Area A28 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 502 in SP 275738	Area A11 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 503 in SP 275738	Area A10 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 504 in SP 275738	Area A1 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 505 in SP 275738	Area A9 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 506 in SP 275738	Area A33 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 507 in SP 275738	Area B20 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 508 in SP 275738	Area A27 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 601 in SP 275738	Area B29 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 602 in SP 275738	Area B24 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 603 in SP 275738	Area B9 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 604 in SP 275738	Area B23 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 605 in SP 275738	Area B15 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 606 in SP 275738	Area A4 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 607 in SP 275738	Area A7 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 608 in SP 275738	Area A24 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 701 in SP 275738	Area B18 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 702 in SP 275738	Area B22 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 703 in SP 275738	Area B3 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 704 in SP 275738	Area B30 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 705 in SP 275738	Area A34 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 706 in SP 275738	Area A3 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 707 in SP 275738	Area A30 in Exclusive use plan (Plan A)	Vehicle parking bay

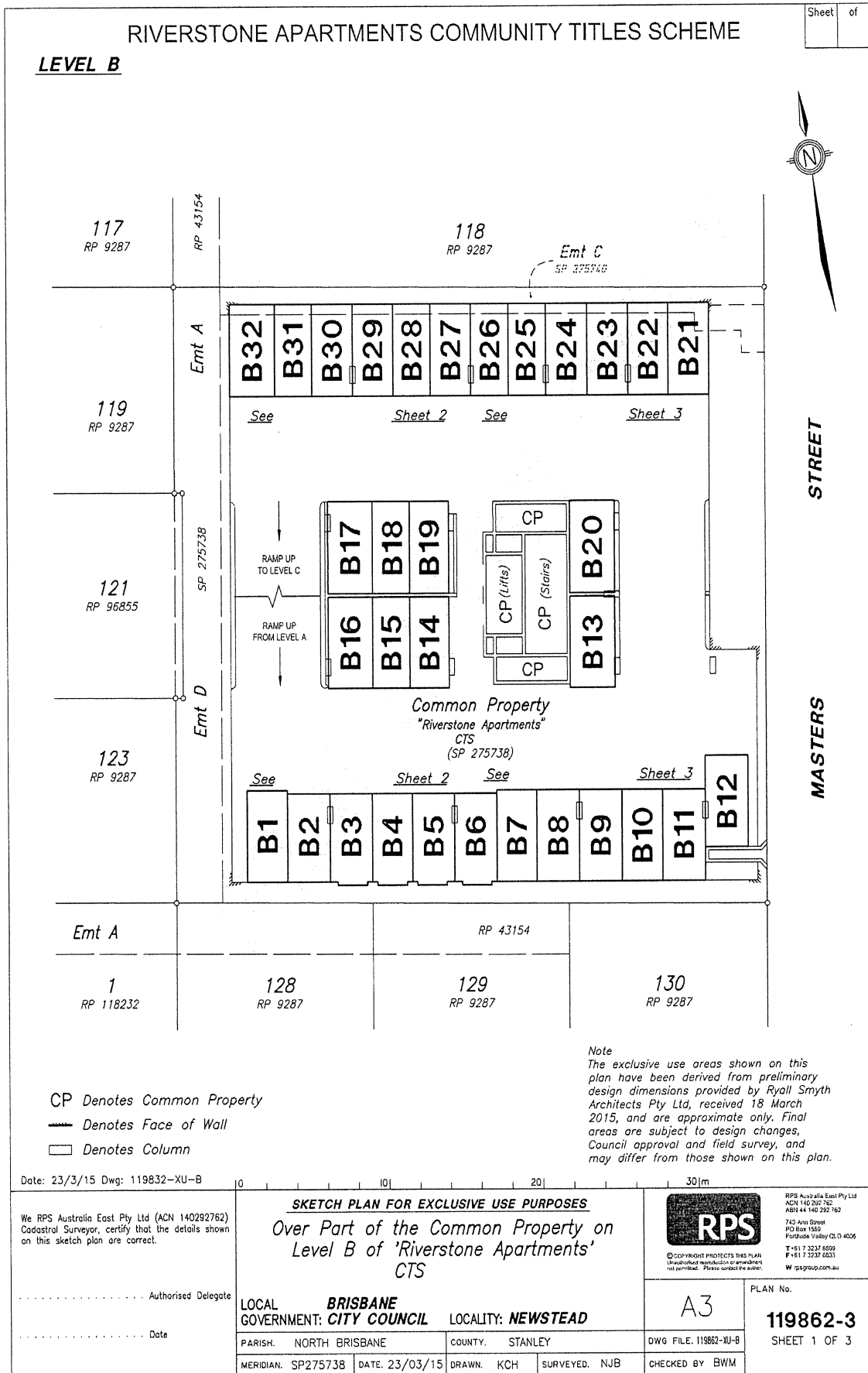
Lot 708 in SP 275738	Area A5 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 801 in SP 275738	Area B28 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 802 in SP 275738	Area B27 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 803 in SP 275738	Area B26 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 804 in SP 275738	Area B25 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 805 in SP 275738	Area B31 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 806 in SP 275738	Area A6 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 807 in SP 275738	Area A8 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 808 in SP 275738	Area B10 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 901 in SP 275738	Area B5 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 902 in SP 275738	Area B4 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 903 in SP 275738	Area B7 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 904 in SP 275738	Area B6 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 905 in SP 275738	Area B8 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 906 in SP 275738	Area B11 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 907 in SP 275738	Area B2 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 908 in SP 275738	Area B21 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1001 in SP 275738	Area B19 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1002 in SP 275738	Area B1 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1003 in SP 275738	Area B12 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1004 in SP 275738	Area B14 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1005 in SP 275738	Area B32 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1006 in SP 275738	Area B17 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1007 in SP 275738	Area B13 in Exclusive use plan (Plan A)	Vehicle parking bay
Lot 1008 in SP 275738	Area B16 in Exclusive use plan (Plan A)	Vehicle parking bay

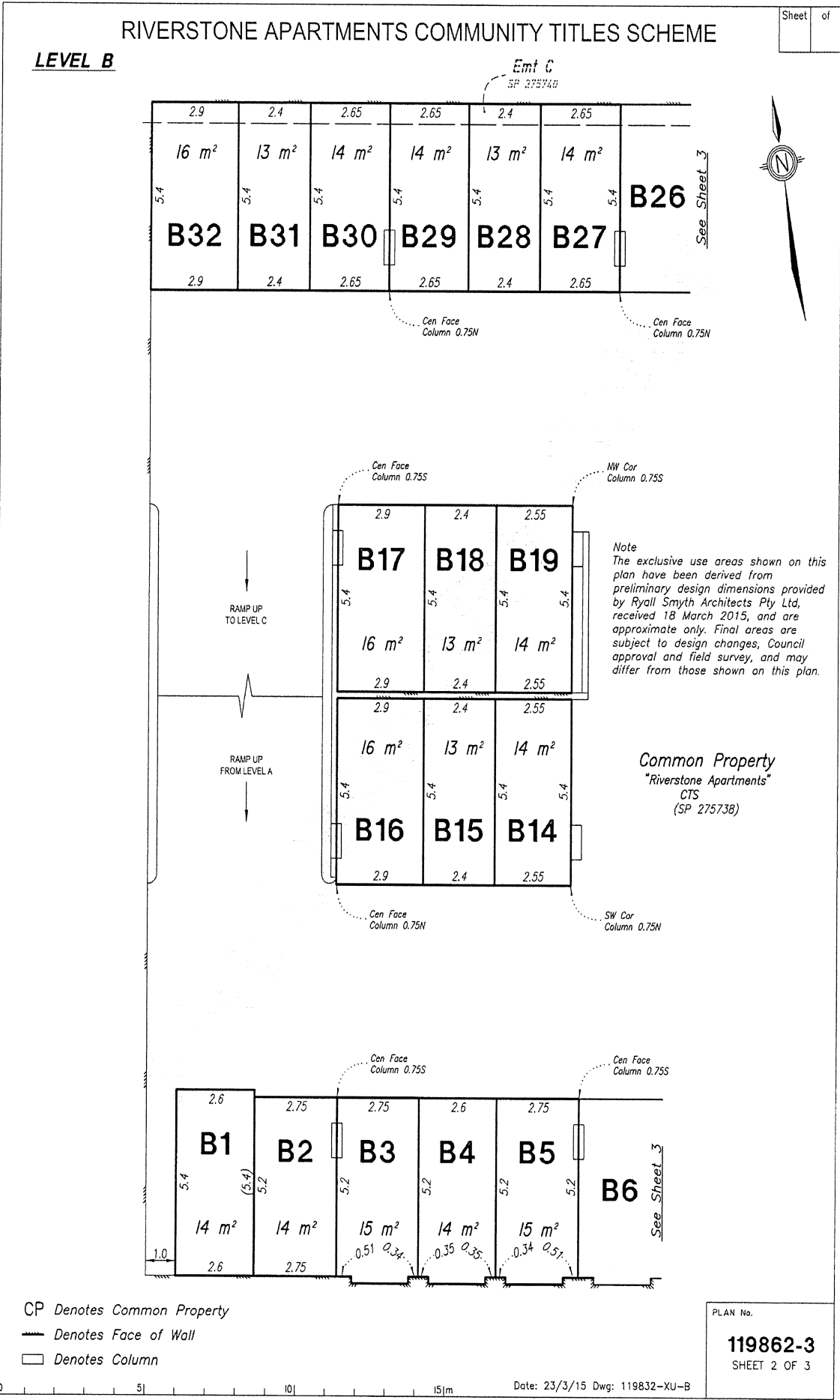
EXCLUSIVE USE PLAN – PLAN ‘A’

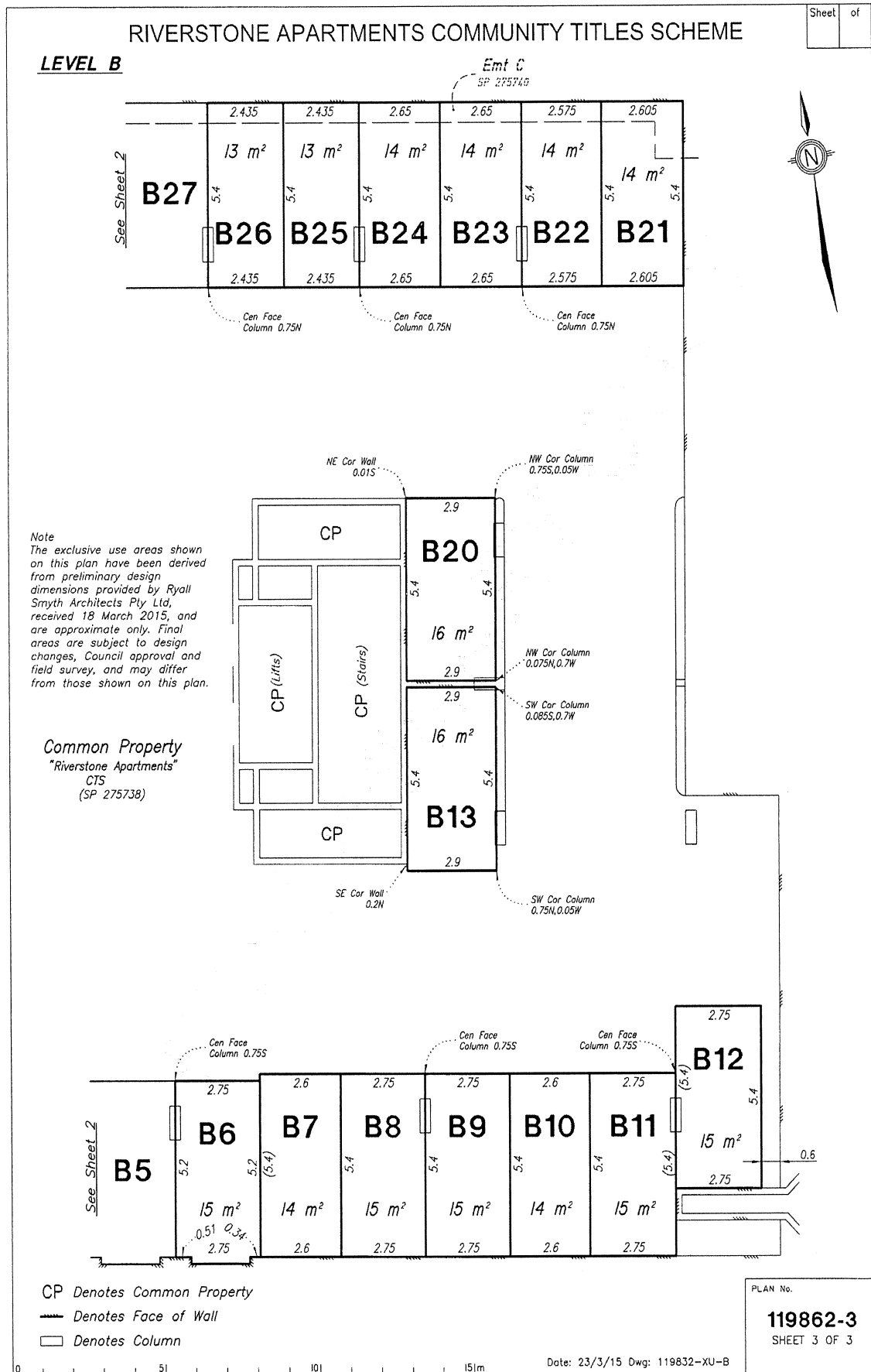


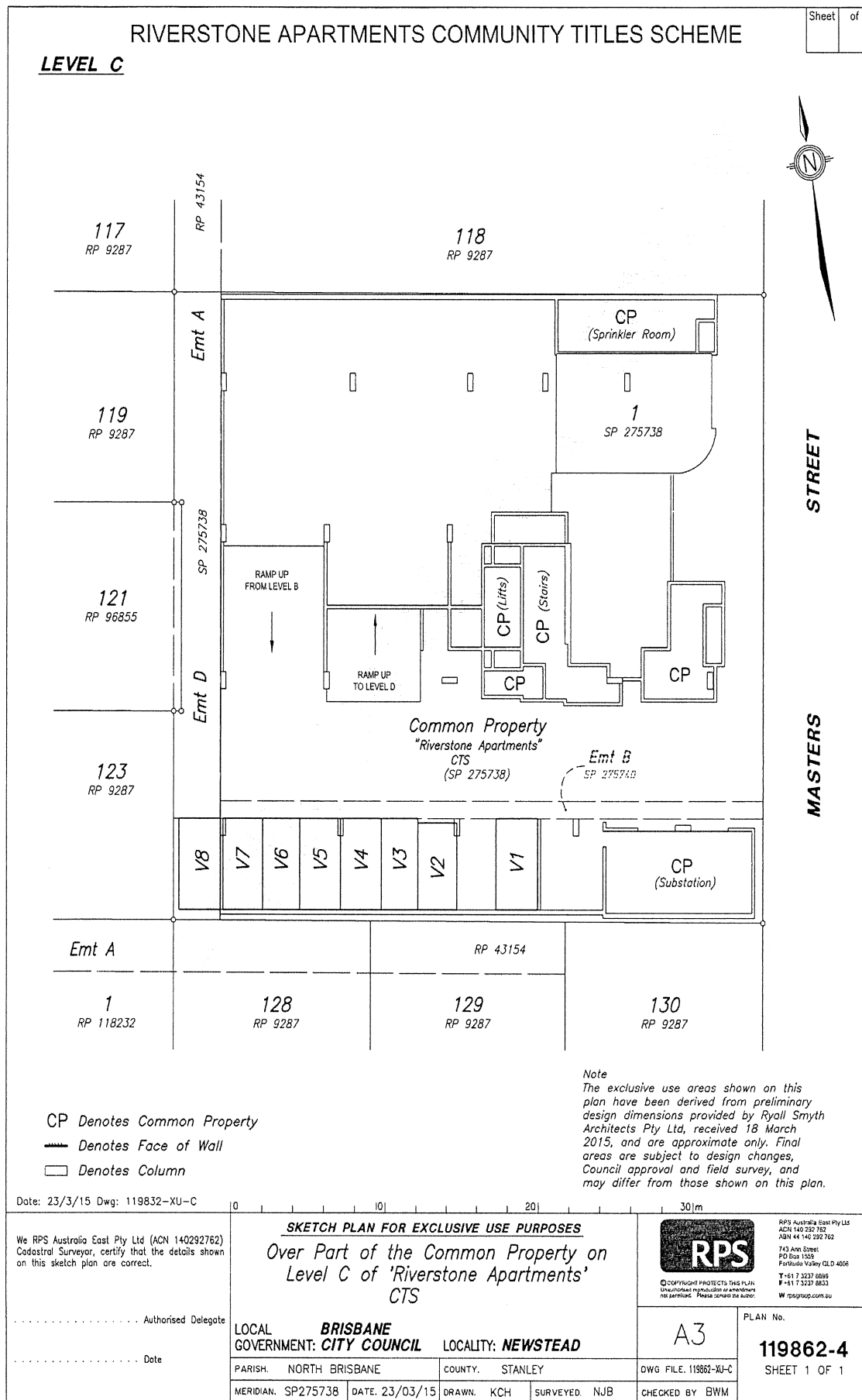


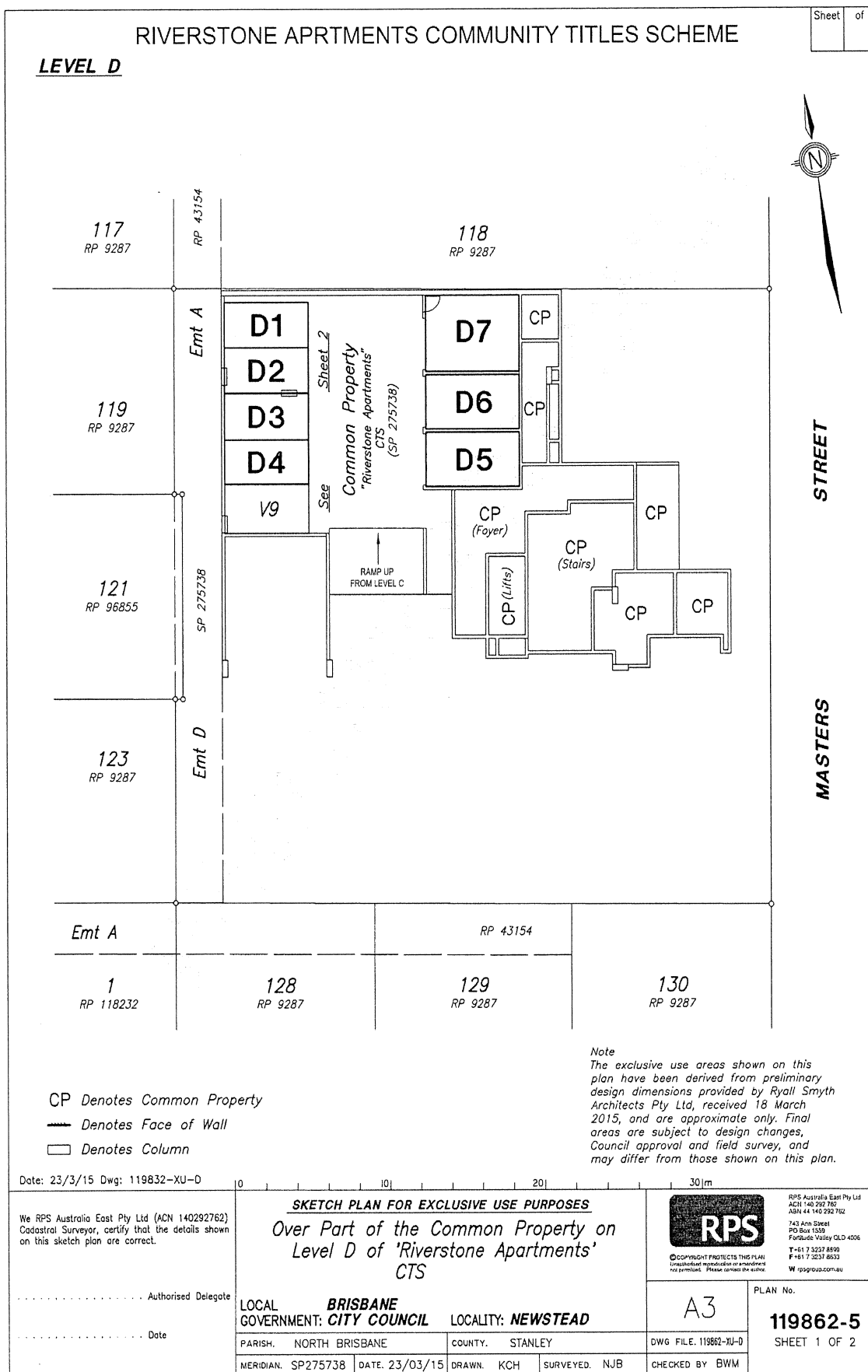














SERVICES LOCATION DIAGRAM – PLAN ‘B’

