

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint

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Dealing Number

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Department's website.

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR RIVELLO COMMUNITY TITLES SCHEME 56928	GADENS LAWYERS 111 Eagle Street BRISBANE QLD 4000 Tel: 3231 1666	162A EF332
		Ref: 202101225
2. Lot on Plan Description	Title Reference	
COMMON PROPERTY OF RIVELLO COMMUNITY TITLES SCHEME 56928	51364292	
3. Registered Proprietor/State Lessee		
BODY CORPORATE FOR RIVELLO COMMUNITY TITLES SCHEME 56928		
4. Interest		
NOT APPLICABLE		
5. Applicant		
BODY CORPORATE FOR RIVELLO COMMUNITY TITLES SCHEME 56928		
6. Request		
I hereby request that: the New CMS deposited herewith which amends Schedule C and Schedule E be recorded as the CMS for Rivello Community Titles Scheme 56928.		
7. Execution by applicant		

14/2/2025.
Execution Date


Matthew Jon Raven
Solicitor
Applicant's or Solicitor's Signature

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

56928

DEPOSITED WITH:
GENERAL REQUEST; AND

**This statement incorporates and must
include the following:**

- 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

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Rivello community titles scheme 56928	2. Regulation module Accommodation Regulation Module
3. Name of body corporate Body Corporate for Rivello community titles scheme 56928	
4. Scheme land Lot on Plan Description See enlarged panel Title Reference	
5. Name and address of original owner # Not applicable	6. Reference to plan lodged with this statement Not applicable

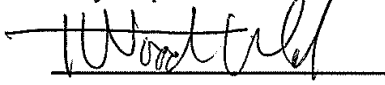
first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*) Insert exemption clause (If no exemption – insert 'N/A' or 'not applicable') Section 60(6)(a) of the <i>Body Corporate and Community Management Act 1997</i> *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 See Form 20 – BCCM Execution

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

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1. Community Titles Scheme (CTS) Name		CTS Number	
Rivello		56928	
2. Module Type of BCCM Scheme		Instrument being executed (using this certificate)	
Accommodation Module		New CMS	
3. Execution by the Body Corporate for the above Scheme*			
Signature		Signature	
Signer Name	Terry Woodfield	Signer Name	
Signer Authority	Chairperson of the Body Corporate Committee	Signer Authority	Select Signer Authority
Entity (if applicable)		Entity (if applicable)	
Execution Date	12/02/2025	Execution Date	

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

4. Scheme land

Lot on Plan Description	Title Reference
Common property of Rivello community titles scheme 56928	51364292
Lots 30001 to 30006 on SP 324343	51364293 to 51364298
Lots 30101 to 30106 on SP 324343	51364299 to 51364304
Lots 30201 to 30206 on SP 324343	51364305 to 51364310
Lots 30301 to 30306 on SP 324343	51364311 to 51364316
Lots 30401 to 30410 on SP 324343	51364317 to 51364326
Lots 30501 to 30510 on SP 324343	51364327 to 51364336
Lots 30601 to 30610 on SP324343	51364337 to 51364346
Lots 30701 to 30710 on SP324343	51364347 to 51364356
Lots 30801 to 30810 on SP324343	51364357 to 51364366
Lots 30901 to 30910 on SP324343	51364367 to 51364376
Lots 31001 to 31010 on SP324343	51364377 to 51364386
Lots 31101 to 31110 on SP324343	51364387 to 51364396
Lots 31201 to 31210 on SP324343	51364397 to 51364406
Lots 31301 to 31310 on SP324343	51364407 to 51364416
Lots 31401 to 31406 on SP324343	51364417 to 51364426
Lots 31408 to 31410 on SP324343	51364423 to 51364425
Lots 31501 to 31503 on SP324343	51364426 to 51364428
Lots 31505 to 31506 on SP324343	51364429 to 51364430
Lots 31508 to 31510 on SP324343	51364431 to 51364433
Lots 31601 to 31604 on SP324343	51364434 to 51364437
Lots 31701 to 31702 on SP324343	51364438 to 51364439

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 30001 on SP 324343	895	783
Lot 30002 on SP 324343	889	1086
Lot 30003 on SP 324343	887	1067
Lot 30004 on SP 324343	892	1070
Lot 30005 on SP 324343	708	562
Lot 30006 on SP 324343	884	771
Lot 30101 on SP 324343	925	925
Lot 30102 on SP 324343	899	1094
Lot 30103 on SP 324343	896	1075
Lot 30104 on SP 324343	902	1079
Lot 30105 on SP 324343	1079	1383
Lot 30106 on SP 324343	717	518
Lot 30201 on SP 324343	935	932
Lot 30202 on SP 324343	908	1101
Lot 30203 on SP 324343	906	1082
Lot 30204 on SP 324343	911	1087
Lot 30205 on SP 324343	1089	1420
Lot 30206 on SP 324343	727	531
Lot 30301 on SP 324343	945	938
Lot 30302 on SP 324343	918	1109
Lot 30303 on SP 324343	916	1090
Lot 30304 on SP 324343	921	1095
Lot 30305 on SP 324343	1099	1458
Lot 30306 on SP 324343	737	543
Lot 30401 on SP 324343	940	682
Lot 30402 on SP 324343	1142	1282
Lot 30403 on SP 324343	1115	1553
Lot 30404 on SP 324343	928	1116
Lot 30405 on SP 324343	931	1116
Lot 30406 on SP 324343	1118	1667
Lot 30407 on SP 324343	945	834
Lot 30408 on SP 324343	795	537
Lot 30409 on SP 324343	766	524
Lot 30410 on SP 324343	774	537
Lot 30501 on SP 324343	924	657
Lot 30502 on SP 324343	1112	1257
Lot 30503 on SP 324343	1120	1547
Lot 30504 on SP 324343	937	1124
Lot 30505 on SP 324343	940	1124
Lot 30506 on SP 324343	1116	1654
Lot 30507 on SP 324343	934	821
Lot 30508 on SP 324343	924	739
Lot 30509 on SP 324343	751	512
Lot 30510 on SP 324343	764	524
Lot 30601 on SP 324343	933	666
Lot 30602 on SP 324343	1122	1292
Lot 30603 on SP 324343	1130	1581
Lot 30604 on SP 324343	947	1132
Lot 30605 on SP 324343	950	1132
Lot 30606 on SP 324343	1126	1687
Lot 30607 on SP 324343	943	833
Lot 30608 on SP 324343	934	750
Lot 30609 on SP 324343	761	518
Lot 30610 on SP 324343	774	529

Lot on Plan	Contribution	Interest
Lot 30701 on SP 324343	943	676
Lot 30702 on SP 324343	1131	1327
Lot 30703 on SP 324343	1140	1615
Lot 30704 on SP 324343	957	1140
Lot 30705 on SP 324343	960	1140
Lot 30706 on SP 324343	1135	1721
Lot 30707 on SP 324343	953	845
Lot 30708 on SP 324343	944	760
Lot 30709 on SP 324343	771	524
Lot 30710 on SP 324343	784	534
Lot 30801 on SP 324343	953	685
Lot 30802 on SP 324343	1141	1362
Lot 30803 on SP 324343	1149	1648
Lot 30804 on SP 324343	966	1148
Lot 30805 on SP 324343	970	1148
Lot 30806 on SP 324343	1145	1754
Lot 30807 on SP 324343	963	857
Lot 30808 on SP 324343	954	771
Lot 30809 on SP 324343	780	531
Lot 30810 on SP 324343	793	539
Lot 30901 on SP 324343	962	694
Lot 30902 on SP 324343	1151	1397
Lot 30903 on SP 324343	1159	1682
Lot 30904 on SP 324343	976	1157
Lot 30905 on SP 324343	979	1157
Lot 30906 on SP 324343	1155	1787
Lot 30907 on SP 324343	972	869
Lot 30908 on SP 324343	963	782
Lot 30909 on SP 324343	790	537
Lot 30910 on SP 324343	803	544
Lot 31001 on SP 324343	972	704
Lot 31002 on SP 324343	1160	1432
Lot 31003 on SP 324343	1169	1716
Lot 31004 on SP 324343	986	1165
Lot 31005 on SP 324343	989	1165
Lot 31006 on SP 324343	1164	1820
Lot 31007 on SP 324343	982	880
Lot 31008 on SP 324343	973	792
Lot 31009 on SP 324343	800	543
Lot 31010 on SP 324343	813	549
Lot 31101 on SP 324343	982	713
Lot 31102 on SP 324343	1170	1467
Lot 31103 on SP 324343	1179	1750
Lot 31104 on SP 324343	996	1173
Lot 31105 on SP 324343	999	1173
Lot 31106 on SP 324343	1174	1853
Lot 31107 on SP 324343	992	892
Lot 31108 on SP 324343	983	803
Lot 31109 on SP 324343	810	549
Lot 31110 on SP 324343	822	554
Lot 31201 on SP 324343	992	723
Lot 31202 on SP 324343	1180	1502
Lot 31203 on SP 324343	1188	1783
Lot 31204 on SP 324343	1005	1181
Lot 31205 on SP 324343	1008	1181
Lot 31206 on SP 324343	1184	1886
Lot 31207 on SP 324343	1001	904

Lot on Plan	Contribution	Interest
Lot 31208 on SP 324343	992	813
Lot 31209 on SP 324343	819	556
Lot 31210 on SP 324343	832	559
Lot 31301 on SP 324343	1001	732
Lot 31302 on SP 324343	1190	1537
Lot 31303 on SP 324343	1198	1817
Lot 31304 on SP 324343	1015	1189
Lot 31305 on SP 324343	1018	1189
Lot 31306 on SP 324343	1193	1919
Lot 31307 on SP 324343	1011	916
Lot 31308 on SP 324343	1002	824
Lot 31309 on SP 324343	829	562
Lot 31310 on SP 324343	842	564
Lot 31401 on SP 324343	1011	741
Lot 31402 on SP 324343	1199	1572
Lot 31403 on SP 324343	1208	1851
Lot 31404 on SP 324343	1025	1197
Lot 31405 on SP 324343	1028	1197
Lot 31406 on SP 324343	2224	2880
Lot 31408 on SP 324343	1012	835
Lot 31409 on SP 324343	839	568
Lot 31410 on SP 324343	852	569
Lot 31501 on SP 324343	1021	751
Lot 31502 on SP 324343	1209	1607
Lot 31503 on SP 324343	2251	3090
Lot 31505 on SP 324343	1037	1205
Lot 31506 on SP 324343	2243	2926
Lot 31508 on SP 324343	1021	845
Lot 31509 on SP 324343	848	574
Lot 31510 on SP 324343	861	574
Lot 31601 on SP 324343	1292	2688
Lot 31602 on SP 324343	1333	3500
Lot 31603 on SP 324343	1340	3750
Lot 31604 on SP 324343	1310	2625
Lot 31701 on SP 324343	1825	6375
Lot 31702 on SP 324343	1846	7063
TOTALS	150073	178070

A. Deciding Contribution Schedule Lot Entitlements (CSLE)

1. The CSLE for the scheme have been determined using the *relativity principle* in accordance with section 46A(2) of the *Body Corporate and Community Management Act 1997*.
2. The CSLE have been determined having regard to the factors in section 46A(3)(b), namely the nature, features and characteristics of the lots and section 46A(3)(d), namely the impact the lots may have on maintaining the common property and are calculated as follows:

CSLE = $(74877/150) + (47587/320 \times B) + (13750/18053 \times A) + (13,787/1424 \times L)$ (rounded up to the nearest whole number)

where

A is the area of the Lot in square metres

B is the proposed number of bedrooms in the Lot as shown in the plans contained in development approval number DEV2019/1073

L is the level on which the Lot is located

The CSLE for Lots created by amalgamation is the sum of the former proposed lots.

B. Deciding Interest Schedule Lot Entitlements (*ISLE*)

The ISLE for the scheme have been decided using the *market value principle* as defined in the *Body Corporate and Community Management Act 1997*.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The Rivello community titles scheme is a subsidiary community titles scheme within Portside East Principal community titles scheme (the "**principal scheme**").

The Principal Scheme is a residential scheme being developed as part of a mixed use commercial, retail and residential development to be known as "Portside East".

The Portside East Principal scheme is intended to be developed as a layered arrangement in accordance with section 66(1)(g) of the Act. This means:

- there will be a community titles scheme and body corporate for the whole Portside East residential precinct. The body corporate for the principal scheme (the "**PBC**") will administer the principal common property for use of all owners within the Portside East Principal scheme;
- each lot existing on creation of the principal scheme or added into the principal scheme may be further subdivided by building format plans, standard format plans or volumetric plans to create a separate community titles scheme (called "**subsidiary schemes**"), each having its own body corporate.
- each lot owner will ultimately be a member of a subsidiary scheme. The body corporate for each subsidiary scheme will be a member of the PBC.

The Rivello subsidiary scheme is a basic scheme and is not intended to be developed progressively.

SCHEDULE C	BY-LAWS
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PART 1 – INTERPRETATION

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- Terms not defined in this CMS but defined in the Act have the meanings given to them in the Act.
- Headings are for guidance only and are not to be used as an aid in interpretation.
- Plurals include the singular and singular include the plural.
- Reference to either gender includes a reference to the other gender.
- Reference to the whole includes any part of the whole.
- A reference to a person includes a firm, a body corporate, an unincorporated association or an Authority.
- Where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- All By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of

a partial character. If any such By-Law cannot be read down it is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

- (i) The Portside East BMS and the Rivello BMS override these By-Laws to the extent of any inconsistency.
- (j) The By-Laws must be read in conjunction with the Owners' and Occupiers' obligations under the Act.

2. Definitions

In these By-Laws, unless the contrary intention appears:

- (a) **Act** means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme.
- (b) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (c) **Body Corporate** means the body corporate created upon establishment of the Scheme.
- (d) **BMS** means the building management statements applying to the Scheme.
- (e) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the Act;
 - (iii) this CMS;
 - (iv) any registered covenant or easement over the Common Property; or
 - (v) any rules relating to the Common Property made by the Committee pursuant to these By-Laws.
- (f) **Building** means the buildings known as "Rivello" within Portside East which the Scheme Land is part of.
- (g) **By-Law or By-Laws** means these by-laws or any specified part of them.
- (h) **CMS** means this community management statement.
- (i) **Committee** means the committee of the Body Corporate appointed pursuant to the Act.
- (j) **Committee's Representative** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee.
- (k) **Common Property** means the common property of the Scheme.
- (l) **Costs** include any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (m) **Display Unit** means a Lot or Lots used by the Original Owner or its nominee to promote further sales of lots in Portside East.
- (n) **Heavy Vehicle** means a motor vehicle in excess of 3 tonnes weight loaded and includes, irrespective of their weight, mobile homes, towed caravans and boats, campervans and motor homes.
- (o) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee and licensee of an Owner or Occupier.

- (p) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (q) **Letting Agent** means the person who from time to time holds an authorisation to act as the letting agent for the Scheme.
- (r) **Lot** means a lot in the Scheme and includes all improvements constructed on a lot and any areas of Common Property attaching to a lot under an exclusive use by-law allocation.
- (s) **Motor Vehicles** includes motorbikes but does not include Heavy Vehicles.
- (t) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (u) **Occupier** means any occupier of a Lot and includes:
 - (i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
 - (ii) a mortgagee in possession of a Lot;
 - (iii) a tenant or lessee (registered or otherwise) of a Lot or a part of a Lot; and
 - (iv) includes an occupier of a part of a Lot.
- (v) **Original Owner** means Brookfield PSE B17 Pty Ltd A.C.N. 111 118 748 and any related entity which is carrying out part of the development of the Scheme Land.
- (w) **Owner** has the meaning defined by the Act and includes the successors in title and assigns of the Owner.
- (x) **PBC** means the Body Corporate for the Portside East Principal community titles scheme 52860. The Body Corporate is a member of the PBC.
- (y) **Person** includes any corporation or association whether incorporate or not and bodies politic.
- (z) **Planning Authority** means the Brisbane City Council, Economic Development Queensland or other relevant authority.
- (aa) **Portside East** means the mixed use residential, retail and commercial development located at 11 Macarthur Road, Hamilton being all of the land subject to the Portside East BMS.
- (bb) **Portside East BMS** means building management statement number 718589124 for Portside East to which the PBC is a party, as varied or amended from time to time.
- (cc) **Recreation Areas** means any area that is Common Property for the use of Occupiers for recreational purposes including:
 - (i) the podium (level 4) communal open space area including BBQ and outdoor seating; and
 - (ii) the level 18 lower recreation deck including private dining room with kitchen and bar, resident lounge, wine cellar, business centre and workstations; and
 - (iii) the level 19 upper recreation deck including swimming pool, spa, sauna, steam room, BBQ and surrounding area.
- (dd) **Rivello BMS** means building management statement no. 723594617 for the Building, to which the Body Corporate is a party, as varied or amended from time to time.
- (ee) **Service Contractor** means the person or corporation appointed by the Body Corporate from time to time as service contractor to, amongst other things, keep the Common Property maintained and in good order and repair.
- (ff) **Scheme** means Rivello community titles scheme.

- (gg) **Scheme Land** means all the land contained in the Scheme.
- (hh) **Secretary** means the secretary of the Body Corporate.
- (ii) **Speed Limit** means 10 kilometres per hour or such other speed nominated by the Committee from time to time.

PART 2 – COMPLIANCE WITH CMS, BY-LAWS, RULES AND NOTICES

3. Observance of By-Laws and Peaceful Enjoyment

- 3.1 Occupiers must observe and ensure that these By-Laws are observed by their Invitees.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a lease, licence or tenancy agreement must:
 - (a) procure an undertaking from its appointed letting agent that its agent will take all reasonable steps to ensure that any lessee, licensee, tenant or other Occupier or their Invitees comply with and observe these By-Laws; and
 - (b) take all reasonable steps to ensure that any lessee, licensee, tenant or other Occupier or their Invitees comply with and observe these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Building Management Statements

- 4.1 All Occupiers must observe the terms of any BMS that affects their Lot or the Scheme.
- 4.2 The Committee is empowered to appoint one of their members to represent the Body Corporate on any management group established under a BMS if the terms of the BMS requires representation of the Body Corporate.

5. Rules Relating to Common Property

- 5.1 The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or assets of the Body Corporate and in particular (without limitation) in relation to the use of any improvements on or facilities within the Common Property not inconsistent with these By-Laws, unless and until they are disallowed or revoked by the Body Corporate in general meeting.
- 5.2 Occupiers must comply with any rules relating to the Common Property and/or assets of Body Corporate made under this by-law.

6. Instructions to Contractors etc

Occupiers must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

7. Notices to be Observed

Occupiers and Invitees must observe the terms of any Notice displayed in the Common Property by authority of the Body Corporate or the Committee or any lawful Authority.

8. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

9. Moving In / Out of Scheme

- 9.1 All moving of furniture and other materials and in out of the Scheme, regardless of size, must be booked through the Service Contractor, who will nominate a time and lift to be used for the purposes of such moving.
- 9.2 Protective lift curtains must be used for all moves.
- 9.3 The Service Contractor may require that the Occupier pay a security deposit to secure payment of the cost to make good any damage caused by the occupier in moving.

PART 3 – VEHICLES**10. Vehicles**

- 10.1 Subject to by-law 50, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property.
- 10.2 An approval under by-law 10.1 must state the period for which it is given, with the exception of designated visitor parking. The Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.
- 10.3 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

11. Car Washing

Washing of vehicles shall only occur in designated areas (if any).

12. Bicycles and Bicycle Racks

Cycling Occupants must dismount their bicycles prior to entering a Common Property foyer.

Bicycles may only be stored in an Occupant's exclusive use storage cage or in the bicycle racks provided by the Body Corporate on Common Property and must be locked to prevent theft.

13. Speed Limits

Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

PART 4 – OBLIGATIONS IN RESPECT OF LOTS**14. Use of Lots**

- 14.1 Subject to these By-Laws (including, without limitation, the rights of the Service Contractor and Letting Agent under Part 8), Lots must be used only for residential purposes.
- 14.2 Lots must not be used:
- (a) for any purposes that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
 - (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 14.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:

- (a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these by-laws or otherwise appointed by the Body Corporate;
- (b) the use is lawful and all necessary permits and insurances for the use are held;
- (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
- (d) the Occupier obeys the reasonable directions and requirements of the Committee.

15. Maintenance of Lots

15.1 Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) other than for overflow arising from rainfall events, ensure that all balconies and terraces forming part of their Lot do not allow water to escape into other Lots or Common Property.

15.2 If the Committee gives the Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, an Occupier must permit representatives and agents of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection and carrying out works to rectify any Breach.

15.3 An occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to be tidy in appearance and facilitate the building being visually uniform.

16. Structural matters

An Owner or Occupier must not:

- (a) make any structural alterations to the Lot (including any alteration to gas, water, electrical or similar installations or installation of any air conditioning system); or
- (b) do anything which might affect the structural integrity of the improvements on the Scheme Land;

without the prior written consent of the Committee. The Owner or Occupier must also obtain any other approval required by law.

17. Changes to external appearance

17.1 An Owner or Occupier may not do anything to change the external appearance of the Lot without the prior written consent of the Committee and consent of the Planning Authority, where applicable. For example, this means an Owner or Occupier must not:

- (a) enclose the balcony of the Lot;
- (b) place or construct any improvement on the Lot which can be seen from outside the Lot;
- (c) affix any antenna or aerial to the Lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window;
- (e) other than for sheer curtains, hang any curtains or blinds in the Lot except with a black backing;
- (f) alter any landscaping or garden; or
- (g) hang any washing, bedding or other articles, display any sign, banner, advertisement or similar articles, use any part of the Lot for storage (except exclusive use storage areas), keep any oversized plants (as

determined in the opinion of the Committee) or install any aerials, receivers or the like if they are visible from outside of the Lot.

- 17.2 By-Laws 17.1(g) does not apply to those Lots with an outdoor drying courtyard directly adjacent to a laundry, or to clotheslines installed or constructed by the Original Owner during construction of the Building.

- 17.3 An Occupier may place a reasonable amount of outdoor furniture and a barbeque on any balcony or terrace for the Lot

18. Treatment of Balconies and Terraces

All balconies and terraces are to remain unenclosed with no shutters, glazing, louvres or similar structures.

19. Security Screens on Balconies and Terraces

- 19.1 An Owner or Occupier must not affix security screens to any windows or doors without the prior written consent of the Committee. Only security screens which have the appearance of plain insect screens may be approved. Diamond mesh, grills and similar coverings to screens will not be approved.

19.A Passageways

- 19A.1 Security screens, insect screens and floor mats of any type are not permitted at the entrance to the Lots.

- 19A.2 Occupiers must not place any furniture or other household furnishings in the Common Property passageways without prior written consent of the Committee. Consent for the placement of a narrow passageway table may be granted where the Occupier submits a complete consent application that includes as a minimum:

- (a) a building floor plan identifying the location of the proposed table within a passageway alcove; and
- (b) evidence that prior agreement has been obtained between the majority of other Owners on the subject floor for the placement of a passageway table in the Common Property.

- 19A.3 The Committee's consent for placement of a passageway table may be revoked where the Body Corporate receives notification that placement of the passageway table breaches any Law or conflicts with any insurance policy for the Scheme or the regulations of any Authority.

- 19A.4 No artwork is permitted on the walls in the Common Property passageways without prior written consent of the Committee.

20. Applications for Body Corporate Consent

- 20.1 This By-Law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

- 20.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these By-Laws, the Body Corporate may:

- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
- (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
- (c) grant its approval on reasonable and relevant conditions; or
- (d) refuse any application if it is reasonable to do so.

- 20.3 An Owner or Occupier of a Lot granted approval under these By-Laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.

- 20.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

21. Hard Flooring

An Owner or Occupier must not install hard flooring, such as timber, tiles or marble in a Lot without the prior written consent of the Committee. The Committee may require an accredited acoustic consultant to prepare a report following installation of the flooring. If the floor impact isolation class of the flooring is less than 60 (or any higher class required under the Building Code of Australia), the Owner or Occupier must, within a reasonable time, undertake remedial work or remove the flooring from the Lot.

22. Clearance of Post Boxes

Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

23. Nuisance

- 23.1 Occupiers and Invitees must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers.
- 23.2 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such further reasonable steps as may be within their power.
- 23.3 Invitees leaving after 11.00pm must be requested to leave quietly. Quietness must also be observed when an Occupier returns late at night or in early morning hours.
- 23.4 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within Portside East.
- 23.5 Occupiers must be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.

24. Infectious Diseases

Occupiers must:

- (a) immediately give Notice to the Body Corporate of any serious infectious disease contracted by the Occupier or an Invitee; and
- (b) include in such Notice details of all relevant information related to that disease.

25. Insurance

Occupiers must not bring on to, do or keep anything in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

PART 5 – OBLIGATIONS RELATING TO BOTH THE USE OF THE COMMON PROPERTY AND LOTS

26. Garbage Disposal

- 26.1 Garbage must be kept in a clean and dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 26.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.
- 26.3 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property except in designated receptacles and must be directly dispose of any rubbish generated within or located within that Occupier's Lot. Furniture, large packing crates and other oversize materials must not be left in the bin rooms in the building basement. Removal of such items from the building to an appropriate waste transfer facility is the responsibility of the Occupier.

26.4 The Committee may:

- (a) clear away all rubbish, dirt or other material located on the Common Property or within a Lot; and
- (b) repair any damage caused to the Common Property or the Lot by any rubbish, dirt or other material, at the cost of the Owner of the offending Lot.

26.5 The PBC and Body Corporate have the power to devise and adopt a garbage storage removal system from time to time. Any system must be first approved by Brisbane City Council's waste service division and must be complied with by Occupiers.

27. Flammable Substances

27.1 Occupiers must not, without the written permission of the Committee store a flammable substance on the Common Property.

27.2 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.

28. Keeping of Animals

28.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, bring or keep an animal on the Lot or the Common Property.

28.2 The Body Corporate may impose conditions on the approval of an animal. When doing so the Body Corporate may have regard to the following conditions:

- (a) the weight and size of the animal;
- (b) that the animal does not disturb other residents, guests or pets at any time;
- (c) that the animal is a domesticated animal;
- (d) that the animal is toilet trained;
- (e) that the animal is carried or appropriately restrained whilst on Common Property;
- (f) that the animal is kept within the lot except when traversing Common Property;
- (g) that the animal wears an identification tag showing the Owner's address and current telephone number;
- (h) that the animal is kept clean, quiet and controlled at all times whilst in the lot and when traversing across Common Property;
- (i) that the animal does not enter any Recreation Area at any time;
- (j) the Body Corporate may require provision of a certificate from VETCALL or such other veterinarian service as nominated by the Committee from time to time confirming details such as:
 - (i) the animal's weight;
 - (ii) that the animal is healthy and free from major diseases; and
 - (iii) that the animal has had the required inoculations and flea protection.
- (k) that the animal is not attached by rope or leash to any item either on any Common Property or to a vehicle in the Carpark area;
- (l) that the animal is not to be left unattended on or near any Common Property (including within a vehicle) at any time; and

(m) approval is for the current animal only and not for any other additional or replacement animal.

28.3 An Owner or Occupier does not require the approval of the Body Corporate to keep fish within their Lot.

29. Auction Sales

Occupiers must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Committee.

30. Use of the Facilities

Occupiers must use facilities in Lots and within the Common Property properly and not for any purpose for which they were not intended for use.

PART 6 – OBLIGATIONS IN RESPECT OF COMMON PROPERTY

31. Obstruction

Occupiers must not:

- (a) interfere with the lawful use of the Common Property; or
- (b) interfere with the use of access ways, footpaths or driveways on the Common Property or any easement giving access to or through the Common Property; or
- (c) use access ways, footpaths or driveways on the Common Property for any purpose other than access; or
- (d) allow the riding of bicycles, scooters, skateboards, roller blades or similar on Common Property.

32. Accidents on Common Property

Occupiers must:

- (a) give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property;
- (b) include in such Notice, all details of the accident which would normally be required by an insurer; and
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

33. Damage to Common Property

33.1 Occupiers must not damage or remove or use for their own purposes any lawn, garden or plant on Common Property without the written consent of the Committee.

33.2 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property without the written consent of the Committee.

34. Notice of Damage

34.1 Occupiers must promptly notify the Body Corporate of any damage to or defect in any service, connection or fixtures which comprise part of the Common Property.

35. No Smoking

- 35.1 Occupiers and their invitees must not smoke tobacco, e-vapour products or any other substance nor burn incense on Common Property.
- 35.2 Occupiers of a Lot must take all reasonable steps to ensure that smoke caused by the smoking of tobacco or any other substance or the burning of incense by the Occupier or any Invitee while on the Lot, does not penetrate or drift to the Common Property or into any other Lot.

PART 7 – THE BODY CORPORATE**36. Empowering By-Law**

- 36.1 The Body Corporate is empowered to negotiate and to enter into such agreements and deeds for administration, caretaking, maintenance, services and security (collectively "Services") as it decides in its discretion are to its benefit.
- 36.2 The Body Corporate is further empowered to regulate the provisions of any Services throughout the Scheme and contributions toward the cost of the Services.
- 36.3 Without limitation and by way of example, under this By-Law the Body Corporate may enter into arrangements with service contractors for the purchase and supply to the Body Corporate and Occupiers of electricity, gas and data communication etc ("Consumables"). Under such an agreement, Occupiers may be charged, by either the Body Corporate or a service contractor, either a flat fee or a fee based on use (or a combination of both) for the consumption of the Consumables as well as administration charges. The Committee may, from time to time, make, delete or add to rules relating to such arrangements. Occupiers, as a condition of the supply of the Consumables, must comply with any such rules.

37. Breach

- 37.1 If an Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within fourteen (14) days.
- 37.2 If the Owner or Occupier fail to remedy the Breach, the Body Corporate may, on a further three (3) days' Notice to the Owner and Occupier, enter the Lot and carry out any necessary works to remedy the Breach.
- 37.3 If an Occupier commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot and carry out the necessary works to remedy the Breach.
- 37.4 For avoidance of doubt, the Body Corporate may recover its costs in respect of that Breach in accordance with these by-laws and under the Act.

38. Inspection of Lots

- 38.1 Occupiers must permit (upon 3 days' Notice, except in the case of an emergency when no notice is required) representatives of the Body Corporate to access their Lot to:
- (a) conduct inspections;
 - (b) test any equipment within the Lot;
 - (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
 - (d) read any meter situated within the Lot; and
 - (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.
- 38.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

- 38.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

39. Recovery of Costs

- 39.1 If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.

- 39.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled to and the Committee may, in its absolute discretion:

- (a) seek an order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee), to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action on any Court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

40. Levies

- 40.1 If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment, then the Owner will have committed a Breach. The amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such determination has been made, then at a rate of 2½% per month or any part month.

- 40.2 If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

- 40.3 Unpaid contributions and interest and all Body Corporate administrative costs and legal costs (on a solicitor and own client basis) associated with collecting the unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

41. Correspondence

All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.

42. Security System

- 42.1 The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master key to the Service Contractor and/or Letting Agent.

- 42.2 For avoidance of doubt, the security system may restrict the access of Occupiers to certain areas of Common Property within the Scheme such as lift motor rooms, meeting rooms, storage areas etc and may only permit access to lift foyer areas and passage ways to Occupiers (and their Invitees) of Lots which are situated on the same floor as the lift foyer areas and passage ways.

- 42.3 If the Body Corporate operates a security system, no Occupier may interfere with that system or alter any locking device preventing entry to their Lot without the prior written approval of the Committee.

43. Fire Alarms

Occupiers or their Invitees who cause the fire alarm to be set off must pay the full Costs of the Body Corporate incurred as a result, including any call out charges of the Fire Brigade. Where the Occupier fails to make this payment, the Owner who caused the event or who is responsible for the event (if such event was committed by an Occupier or Invitee) is liable for the Body Corporate's Costs.

PART 8 – LETTING AGENT**44. Letting Agent – Exclusive Letting Rights**

- 44.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent may conduct a letting agent's business from the Scheme to the exclusion of all others.
- 44.2 With the prior written consent of the Committee, the Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

45. Service Contractor – Exclusive Rights

While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.

46. Letting Agent and Service Contractor - Body Corporate's Obligations

- 46.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme and / or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the "Agreements"), the Body Corporate:
- (a) will not directly or indirectly provide any of the services set out in the Agreements;
 - (b) will not permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;
 - (c) will not enter into with any other person an agreement, authority or appointment which is similar to the Agreements; or
 - (d) will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

PART 9 – THE ORIGINAL OWNER**47. Display Unit and Promotional Functions**

Despite anything else in these By-Laws, the Original Owner may:

- (a) use any Lot it owns, or permit any Lot to be used, for the purposes of a Display Unit;
- (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

PART 10 – RECREATION AREAS**48. Use of Recreation Areas**

- 48.1 The Recreation Areas may not be used outside the hours of 5am to 10pm. From time to time the Committee may vary these hours on an application from an Occupier on a case by case basis.
- 48.2 The Committee reserves the right to temporarily close the Recreation Area due to extreme weather or high wind events and for any other reason the Committee considers appropriate in the circumstances.

- 48.3 Subject to By Law 50, the Recreation Areas may only be used by Occupiers and their Invitees on a non-exclusive shared use basis.
- 48.4 Invitees using the Recreation Area must be accompanied at all times by their respective Occupier.
- 48.5 Children under the age of thirteen (13) must be supervised by an adult at all times while using the Recreation Areas.
- 48.6 All users of the Recreation Areas must be suitably attired.
- 48.7 Users of the Recreation Areas must not interfere with and may only use any Body Corporate equipment in the Recreation Areas in the way intended.
- 48.8 The Committee may make rules which are not inconsistent with these by-laws or the Act for the use of the Recreation Area and may place signs stating the rules around the Recreation Area. Occupiers and their Invitees must comply with these rules. The rules may be revoked or disallowed by a general meeting of the Body Corporate.
- 48.9 Strictly no animals are permitted in the Recreation Area.
- 48.10 Occupiers are not permitted to organise large-scale events or functions such as weddings, graduations or similar in the Recreation Area.
- 48.11 Subject to By-law 50.4, any Occupier-organised gathering at the Recreation Area is limited to no more than fifteen (15) persons.
- 48.12 Occupiers are not permitted to reserve for use the barbeques located in the Recreation Area.
- 48.13 Occupiers and their Invitees must promptly comply with any move-on order to vacate the Recreation Area made by the Service Contractor or other contractor engaged by the Body Corporate for such purposes.
- 48.14 Occupiers must not obstruct the Recreation Area through the erection of any personal furniture or otherwise.
- 48.15 Furniture belonging to the Body Corporate must not be removed from the Recreation Area.

49. Swimming pool

Alcohol glass or breakable items may not be brought within three (3) metres of the edge of the swimming pool.

50. Booking of the Private Function Room, Business Centre, Wine Cellar, Residents Lounge and Adjacent Terrace Areas

- 50.1 Owners and Occupiers may book the Private Function Room, Business Centre, Wine Cellar or Residents Lounge and adjacent Terrace areas for private use subject to this By-Law 50. Bookings are limited to these areas.
- 50.2 The Service Contractor may establish and administer a booking system for the purpose of this By-Law.
- 50.3 Bookings:
- (a) must be made with the Building Manager at least 24 hours in advance and no earlier than 2 months in advance prior to use of the facilities; and
 - (b) shall be taken on a first come first served basis.
- 50.4 Gatherings of no more than the number of people permitted below (or any lesser number permitted under relevant Queensland Health health directives) are allowed in each relevant area:

Location	Maximum Number of Attendees
Private Function Room	15
Business Centre	10
Residents Lounge and adjacent terrace	30
Wine cellar	4

- 50.5 The Body Corporate or Service Contractor may refuse to accept any booking in its discretion.
- 50.6 Any booking shall take precedence over and to the exclusion of casual users of the area. An Owner or Occupier and their Invitees must vacate the relevant area for the duration of any booking.
- 50.7 The Owner or Occupier who makes the booking:
- (a) must pay for any additional security required for the function (as reasonably determined by the Service Contractor);
 - (b) must leave the relevant area in a clean and tidy state in the same condition as prior to the function including but not limited to:
 - (i) all rubbish from the function is to be removed from the area and placed in the refuse bins; and
 - (ii) no rubbish is to be left littering the area or adjacent areas after the event; and
 - (c) must pay for any additional cleaning required following the event (as reasonably determined by the Service Contractor) and for any repairs required as a result of damage caused by persons attending the event.
- 50.8 The Service Contractor may require an Owner or Occupier who makes a booking to pay a security deposit to secure payment of costs payable under By-Law 50.6.

PART 11 – EXCLUSIVE USE

51. Exclusive Use – Parking and Storage

- 51.1 Occupiers are entitled to the exclusive use of that part of the Common Property:
- (a) presently identified in Schedule E; or
 - (b) allocated by the Original Owner and notified to the Body Corporate during the period ending 1 year after recording of the relevant community management statement for the purposes of Section 174 of the Act,
- for the purposes of car parking or storage as described in Schedule E.
- 51.2 Car spaces which have storage areas adjacent to them to which there is no means of access other than through the car space may only be reallocated under an agreed allocation under Section 171(3)(b)(ii) of the Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.
- 51.3 For the purposes of Section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.
- 51.4 Exclusive use areas under this By-Law may only be used in accordance with By-Laws 52, 53, 54, 55 and 56.

52. Use of Car Spaces and Garages**52.1 Unenclosed car spaces:**

- (a) may only be used for the parking of a single Motor Vehicle in each car space; but may include an additional small motor bike or scooter provided all vehicles fit within the car space and do not impact on access to neighbouring vehicles; and
- (b) must not be used for storage of any kind including wheeled trolleys.

52.2 Garages (enclosed car spaces) may be used for the parking of motor vehicles and for storage of household furniture and belongings.**52.3 An Owner or Occupier having the exclusive use of a car space or garage:**

- (a) must ensure that any Motor Vehicle parked on the car space or in the garage is in sound mechanical condition;
- (b) may not, without the consent of the Committee, use the car space or garage for the parking of caravans, campervans, mobile homes boats, jet skis or trailers; and
- (c) may not without the consent of the Committee, enclose a car space or install any improvements on the carspace or in the garage unless permitted under By-Law 54.

53. Other rules applying to exclusive use areas

An Owner or Occupier who has the exclusive use of a car space, garage or storage area ("**exclusive use area**") must not:

- (a) litter or deposit rubbish on the exclusive use area;
- (b) store any hazardous substance on the exclusive use area;
- (c) use the exclusive use area in a way that may create a nuisance to any other person.

54. Installation of Storage Devices on Unenclosed Car Spaces

An Owner or Occupier may install a wire cage storage device within an unenclosed car space allocated to that Owner subject to the following:

- (a) the device must be at least 1 metre from any adjoining unenclosed car space used by another lot Owner or Occupier and must not obstruct use of neighbouring car space by restricting the opening of car doors of cars parked on the adjoining space;
- (b) the storage device must not interfere with any vents, lighting, sprinklers or other utility infrastructure, access or fire egress and must comply with building and fire codes and requirements;
- (c) the storage device must be kept in a neat and tidy condition and free of pests and vermin at all times and must not be permitted to cause a nuisance; and
- (d) the Owner or Occupier, not the Body Corporate, will be responsible for maintenance of the storage device.

55. Maintenance of Car Spaces and Garages

Responsibility for the maintenance of exclusive use car spaces and garages will be as follows:

Maintenance Obligation	Person Responsible
Provision and maintenance of lighting to the car space or garage	Body Corporate
Maintenance of garage structure and roller doors	Owner or Occupier
Repainting of walls, line marking, numbering, repair of utility infrastructure and other Body Corporate fixtures within car spaces or garages	Body Corporate (except where the damage is caused by an Owner or Occupier)
Keeping car spaces and garages in a clean and tidy condition and free from pests and vermin	Owner or Occupier (but the Body Corporate may arrange regular pest inspection/treatment)
Maintenance of storage devices installed pursuant to By-Law 51	Owner or Occupier

The Owners and Occupiers must allow the Body Corporate reasonable access to the car spaces and garages for the purpose of this by-law.

56. Maintenance of Storage Areas

The Owner or Occupier of a Lot having the benefit of an exclusive use storage area is responsible for:

- (a) keeping the storage area in a clean and tidy condition and free of pests and vermin; and
- (b) maintaining the storage area (including all fixtures and fittings comprising the storage area) in good condition.

PART 12 – DEVELOPMENT APPROVAL CONDITIONS**57. Scheme part of mixed use development**

The Scheme building is part of a mixed use residential, retail and commercial development which includes, if applicable the Brisbane Cruise Terminal and its associated port facility operations.

58. Public Access

Unrestricted (24 hours, 7 days a week) pedestrian and cyclist access is to be provided to public areas outside the curtilage of the building.

59. Refuse and recycling bins

Refuse and recycling bins are to be stored and collected from the nominated refuse/storage collection points and are the responsibility of the Body Corporate and Tenants.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots affected by statutory easements are as follows:

Statutory Easement	Lots affected
Easements for lateral or subjacent support (<i>Land Title Act 1994, s115N</i>)	All lots and common property
Easements for utility services and utility infrastructure (<i>Land Title Act 1994, ss115O and 115P</i>)	All lots and common property
Easements for shelter (<i>Land Title Act 1994, s115Q</i>)	All lots and common property
Easements for projections (<i>Land Title Act 1994, s115R</i>)	Nil
Easements for maintenance of buildings close to boundaries (<i>Land Title Act 1994, s115S</i>)	Nil

SERVICES LOCATION DIAGRAM

With respect to Section 66(1)(d)(ii) of the Body Corporate and Community Management Act 1997, the building footprint extends to the external boundaries of the common property of the scheme land at those locations where the services enter the scheme land except for a negligible amount. In such instances, it is impracticable to prepare a Services Location Diagram for service easements outside the building footprint.

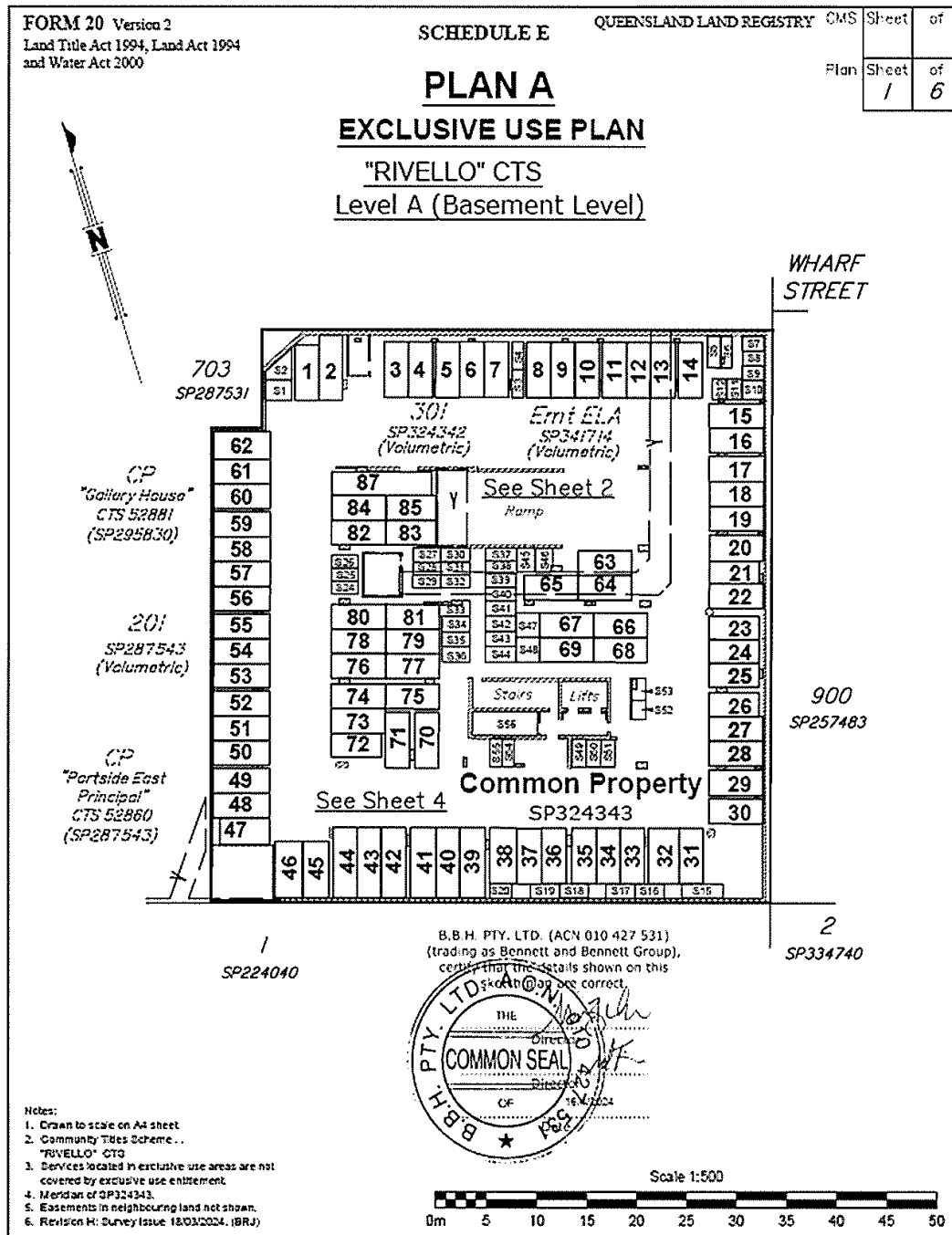
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot No	Car Park Allocation	Storage Allocation
Lot 30001 on SP 324343	207	S82
Lot 30002 on SP 324343	15	S10
Lot 30003 on SP 324343	63	S46
Lot 30004 on SP 324343	87	-
Lot 30005 on SP 324343	62	-
Lot 30006 on SP 324343	70	S55
Lot 30101 on SP 324343	106	-
Lot 30102 on SP 324343	132, 133	-
Lot 30103 on SP 324343	105	S59
Lot 30104 on SP 324343	114, 115	-
Lot 30105 on SP 324343	116, 117	S65
Lot 30106 on SP 324343	88	-
Lot 30201 on SP 324343	152	-
Lot 30202 on SP 324343	178, 179	S72
Lot 30203 on SP 324343	151	S68
Lot 30204 on SP 324343	160, 161	-
Lot 30205 on SP 324343	149, 150	S69
Lot 30206 on SP 324343	134	-
Lot 30301 on SP 324343	198	S84
Lot 30302 on SP 324343	227, 228	S71
Lot 30303 on SP 324343	197	S77
Lot 30304 on SP 324343	209, 210	S79
Lot 30305 on SP 324343	195, 196	S78
Lot 30306 on SP 324343	180	-
Lot 30401 on SP 324343	53	S52
Lot 30402 on SP 324343	181, 182	S48
Lot 30403 on SP 324343	183, 184	S86
Lot 30404 on SP 324343	221, 222	S30
Lot 30405 on SP 324343	215, 216	-
Lot 30406 on SP 324343	186, 187	S39, S6
Lot 30407 on SP 324343	8	S4
Lot 30408 on SP 324343	21	S53
Lot 30409 on SP 324343	206	S81
Lot 30410 on SP 324343	192	-
Lot 30501 on SP 324343	54	-
Lot 30502 on SP 324343	68, 69	-
Lot 30503 on SP 324343	188, 189	S85
Lot 30504 on SP 324343	223, 224	-
Lot 30505 on SP 324343	217, 218	-
Lot 30506 on SP 324343	203, 204	S80
Lot 30507 on SP 324343	7	S3
Lot 30508 on SP 324343	13	S7
Lot 30509 on SP 324343	-	-
Lot 30510 on SP 324343	146	-
Lot 30601 on SP 324343	55	-
Lot 30602 on SP 324343	130, 131	-
Lot 30603 on SP 324343	201, 202	S70
Lot 30604 on SP 324343	225, 226	S27
Lot 30605 on SP 324343	84, 85	S12
Lot 30606 on SP 324343	199, 200	-

Lot No	Car Park Allocation	Storage Allocation
Lot 30607 on SP 324343	1	S2
Lot 30608 on SP 324343	14	-
Lot 30609 on SP 324343	-	-
Lot 30610 on SP 324343	165	-
Lot 30701 on SP 324343	56	-
Lot 30702 on SP 324343	64, 65	S45
Lot 30703 on SP 324343	137, 138	-
Lot 30704 on SP 324343	172, 173	-
Lot 30705 on SP 324343	166, 167	-
Lot 30706 on SP 324343	140, 141	S73
Lot 30707 on SP 324343	98	S57
Lot 30708 on SP 324343	16	-
Lot 30709 on SP 324343	-	-
Lot 30710 on SP 324343	100	-
Lot 30801 on SP 324343	57	-
Lot 30802 on SP 324343	147, 148	S31
Lot 30803 on SP 324343	142, 143	S8
Lot 30804 on SP 324343	174, 175	S9
Lot 30805 on SP 324343	168, 169	-
Lot 30806 on SP 324343	157, 158	S11
Lot 30807 on SP 324343	90	S26
Lot 30808 on SP 324343	17	-
Lot 30809 on SP 324343	-	-
Lot 30810 on SP 324343	95	-
Lot 30901 on SP 324343	58	-
Lot 30902 on SP 324343	162, 163	-
Lot 30903 on SP 324343	155, 156	S5
Lot 30904 on SP 324343	176, 177	-
Lot 30905 on SP 324343	170, 171	-
Lot 30906 on SP 324343	153, 154	-
Lot 30907 on SP 324343	113	-
Lot 30908 on SP 324343	18	-
Lot 30909 on SP 324343	145	S67
Lot 30910 on SP 324343	89	-
Lot 31001 on SP 324343	59	-
Lot 31002 on SP 324343	193, 194	-
Lot 31003 on SP 324343	91, 92	S61
Lot 31004 on SP 324343	126, 127	S42
Lot 31005 on SP 324343	120, 121	-
Lot 31006 on SP 324343	93, 94	S64
Lot 31007 on SP 324343	144	S66
Lot 31008 on SP 324343	19	-
Lot 31009 on SP 324343	99	S58
Lot 31010 on SP 324343	24	-
Lot 31101 on SP 324343	164	-
Lot 31102 on SP 324343	118, 119	S44
Lot 31103 on SP 324343	96, 97	S62
Lot 31104 on SP 324343	128, 129	-
Lot 31105 on SP 324343	122, 123	S74
Lot 31106 on SP 324343	111, 112	S28
Lot 31107 on SP 324343	139	-
Lot 31108 on SP 324343	20	-

Lot No	Car Park Allocation	Storage Allocation
Lot 31109 on SP 324343	3	-
Lot 31110 on SP 324343	25	-
Lot 31201 on SP 324343	213	-
Lot 31202 on SP 324343	101, 102	S43
Lot 31203 on SP 324343	109, 110	S54
Lot 31204 on SP 324343	66, 67	S47
Lot 31205 on SP 324343	124, 125	-
Lot 31206 on SP 324343	107, 108	S1, S25
Lot 31207 on SP 324343	159	-
Lot 31208 on SP 324343	48	-
Lot 31209 on SP 324343	4	-
Lot 31210 on SP 324343	26	-
Lot 31301 on SP 324343	60	-
Lot 31302 on SP 324343	211, 212	S29
Lot 31303 on SP 324343	51, 52	-
Lot 31304 on SP 324343	219, 220	S37
Lot 31305 on SP 324343	78, 79	S34
Lot 31306 on SP 324343	27, 28	S35, S36
Lot 31307 on SP 324343	190	S75
Lot 31308 on SP 324343	73	-
Lot 31309 on SP 324343	208	S83
Lot 31310 on SP 324343	10	-
Lot 31401 on SP 324343	61	-
Lot 31402 on SP 324343	103, 104	S60
Lot 31403 on SP 324343	135, 136	S40
Lot 31404 on SP 324343	82, 83	S38
Lot 31405 on SP 324343	76, 77	-
Lot 31406 on SP 324343	185, 49, 50	S24
Lot 31408 on SP 324343	72	-
Lot 31409 on SP 324343	6	-
Lot 31410 on SP 324343	11	-
Lot 31501 on SP 324343	2	-
Lot 31502 on SP 324343	22, 23	S41
Lot 31503 on SP 324343	29, 30, 80, 81	S33
Lot 31505 on SP 324343	74, 75	S32
Lot 31506 on SP 324343	205, 45, 46	S49, S50, S51
Lot 31508 on SP 324343	47	-
Lot 31509 on SP 324343	9	-
Lot 31510 on SP 324343	12	-
Lot 31601 on SP 324343	31, 32, 214	S15
Lot 31602 on SP 324343	33, 34	S16, S17
Lot 31603 on SP 324343	35, 36, 5	S18, S19
Lot 31604 on SP 324343	37, 38	S20
Lot 31701 on SP 324343	39, 40, 41, 71	S56
Lot 31702 on SP 324343	42, 43, 44, 191	S76

Exclusive Use Plans



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Surveying, Town Planning & Spatial Services
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www.bennettandbennett.com.au

Title:

Plan of Exclusive Use Areas
1-85, 87, S1-S12, S15-S20 &
S24-S56

in part of the Common Property on
Level A (Basement Level) on SP324343
"RIVELLO" CTS

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

PLAN A - EXCLUSIVE USE PLAN

"RIVELLO" CTS

QUEENSLAND LAND REGISTRY CMS

Plan	Sheet	of
	2	6

See Sheet 3
DIAG A

Common Property
SP324343

See Sheet 4
DIAG B

Legend

- Denotes Boundary along face of column
- Denotes boundary along face of wall

Scale 1:250

0m 5 10 15 20 25

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY

Sheet	of
3	6

PLAN A - EXCLUSIVE USE PLAN

"RIVELLO" CTS

DIAGRAM A

Scale 1:75

DIAGRAM B

Scale 1:75

DIAGRAM C

Scale 1:75

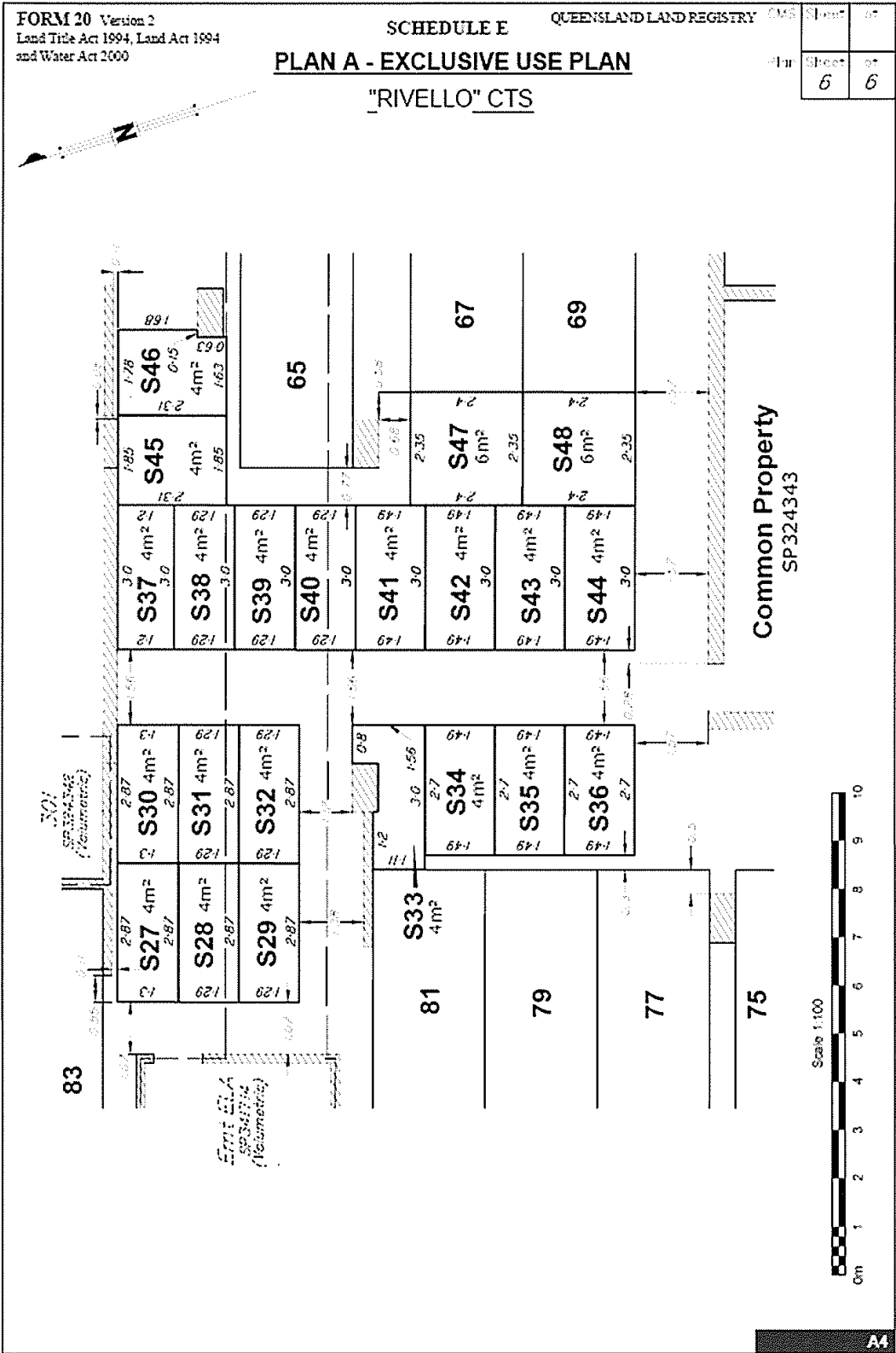
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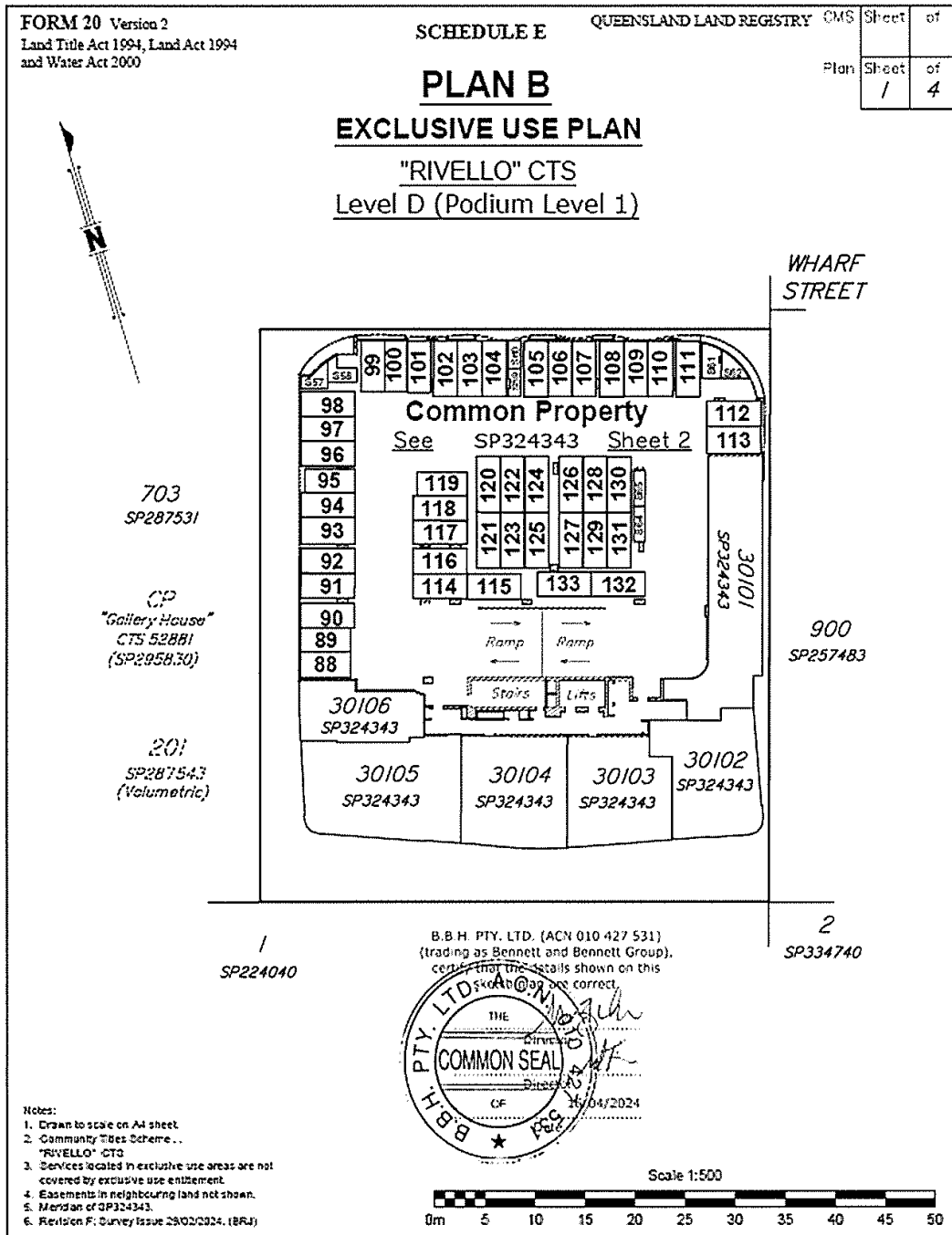
- Denotes Boundary along face of column
- Denotes boundary along face of wall

Scale 1:75

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www.bennettandbennett.com.au

Title:
Plan of Exclusive Use Areas
88-133, S57-S62, S64 & S65
in part of the Common Property on
Level D (Podium Level 1) on SP324343
"RIVELLO" CTS

Client: **BROOKFIELD**

Locality: **HAMILTON**
Local Gov: **BCC** Prepared By: **SGS**
Surveyed By: **Approved: BM**
Date Created: **29/11/2021** Scale: **1:500**
Comp File:
Plan No: **15344_077_EXC**

A4

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FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS

PLAN B - EXCLUSIVE USE PLAN

"RIVELLO" CTS

Plan

Sheet

of

4

4

DIAGRAM D

Scale 1:75

Common Property
SP324343

DIAGRAM B

Scale 1:75

Common Property
SP324343

Legend

- Denotes Boundary along face of column
- Denotes boundary along face of wall

Scale 1:75

DIAGRAM A

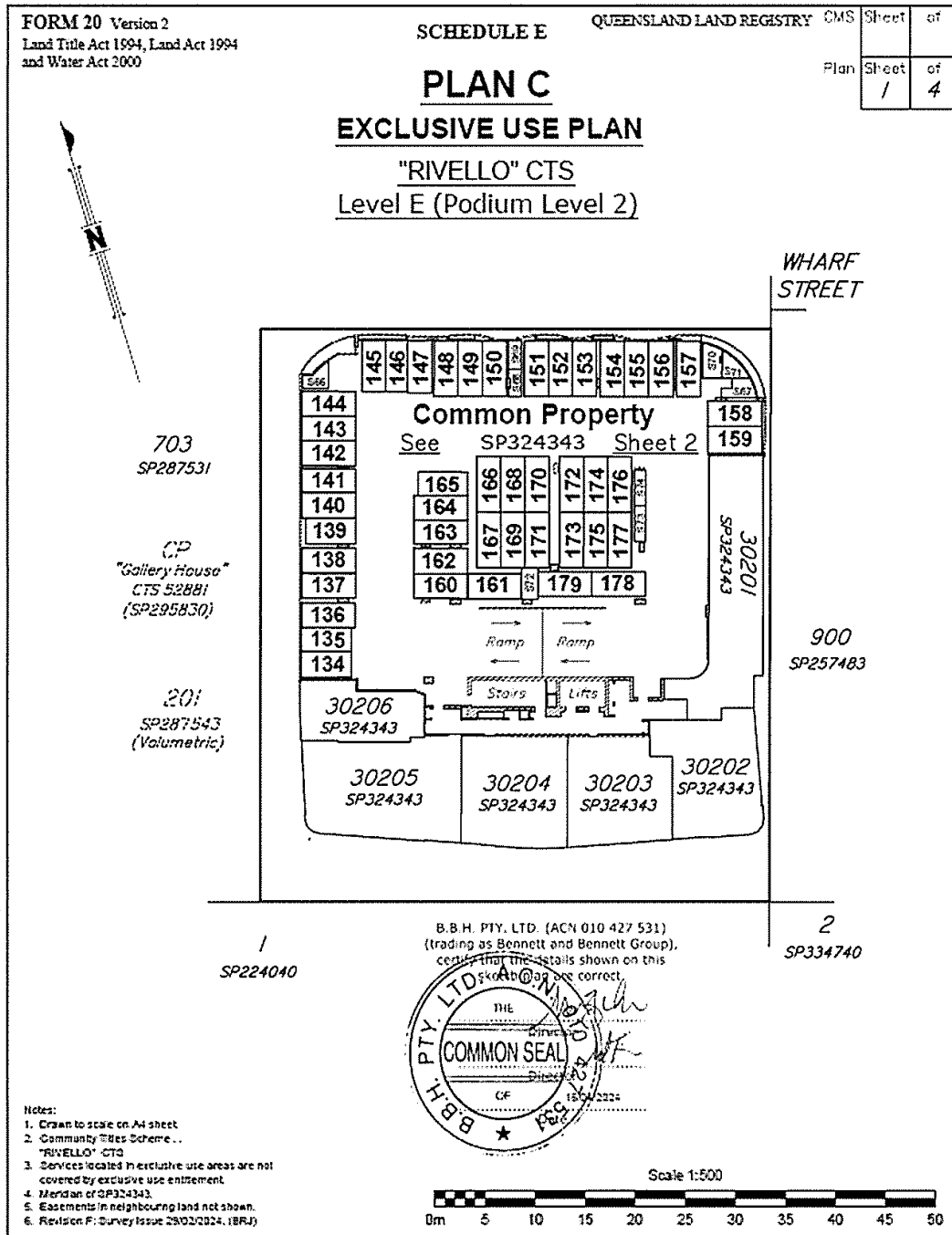
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DIAGRAM C

Scale 1:75

Common Property
SP324343

112



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Title:
Plan of Exclusive Use Areas
134-179 & S66-S74
in part of the Common Property on
Level E (Podium Level 2) on SP324343
"RIVELLO" CTS

Client: **BROOKFIELD**

Locality: **HAMILTON**
Local Gov: **BCC** Prepared By: **SDS**
Surveyed By: **BM** Approved: **BM**
Date Created: **29/11/2021** Scale: **1:500**
Comp File:
Plan No: **15344_078_EXC**

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E
PLAN C - EXCLUSIVE USE PLAN
"RIVELLO" CTS

QUEENSLAND LAND REGISTRY

Plan	Sheet	of
	2	4

See Sheet 4
DIAG A

See Sheet 4
DIAG B

See Sheet 4
DIAG C

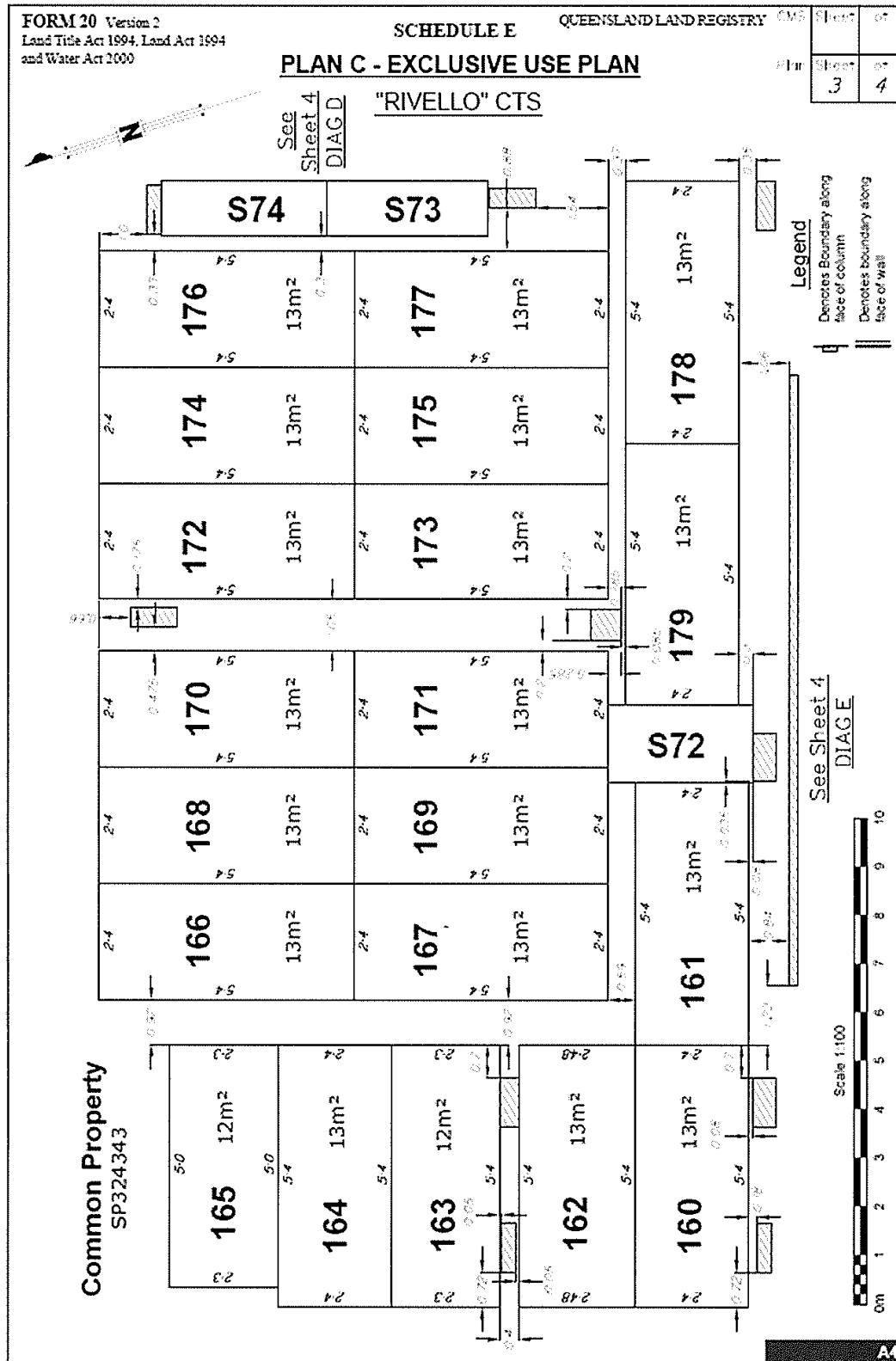
See Sheet 4
DIAG D

Legend

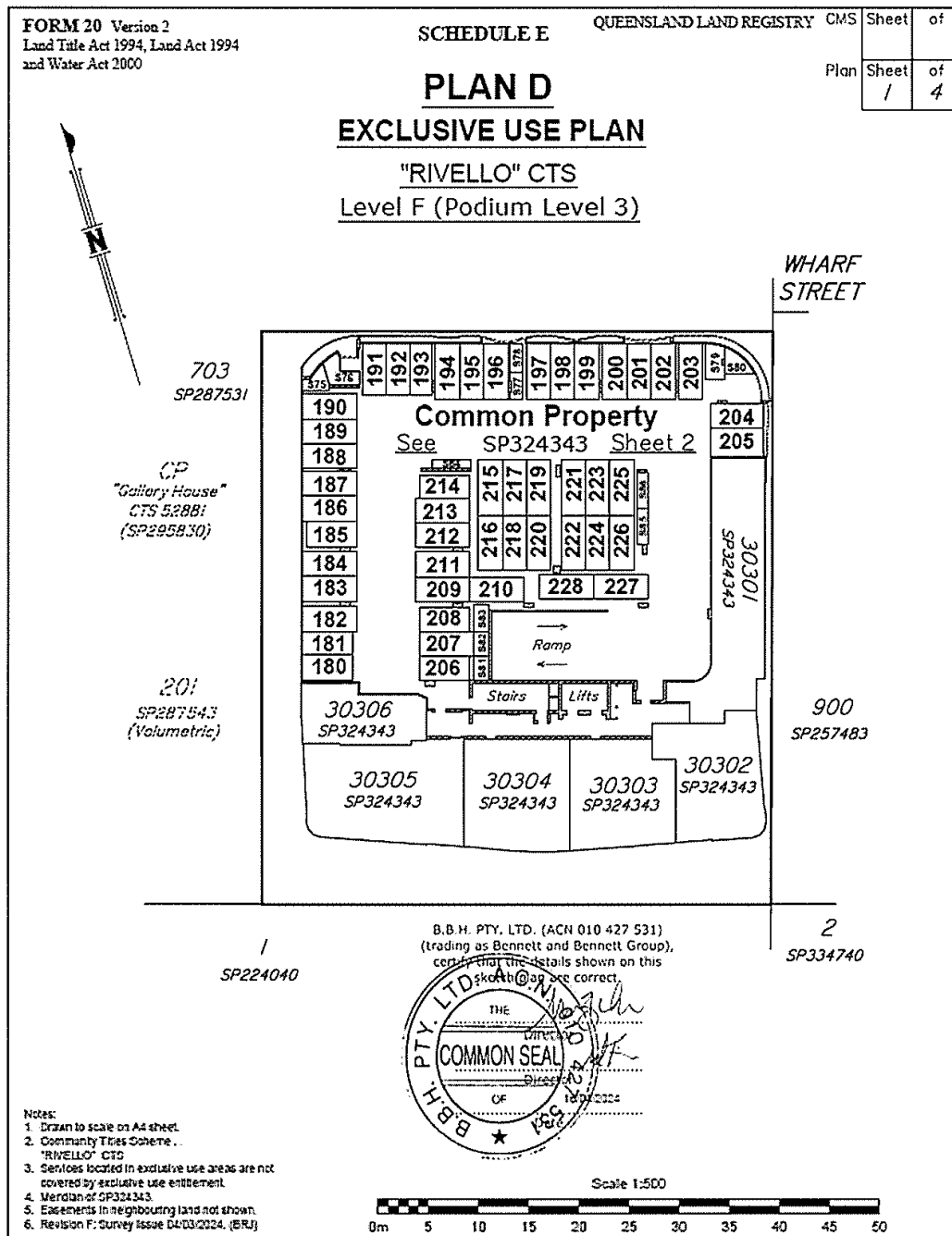
Denotes Boundary along face of column

Denotes boundary along face of wall

Scale 1:250



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Time:
Plan of Exclusive Use Areas
180-228 & S75-S86
in part of the Common Property on
Level F (Podium Level 3) on SP324343
"RIVELLO" CTS

Client: BROOKFIELD

Locality: HAMILTON

Local Gov: BCC **Prepared By:** SDS

Surveyed By: BM **Approved:** BM

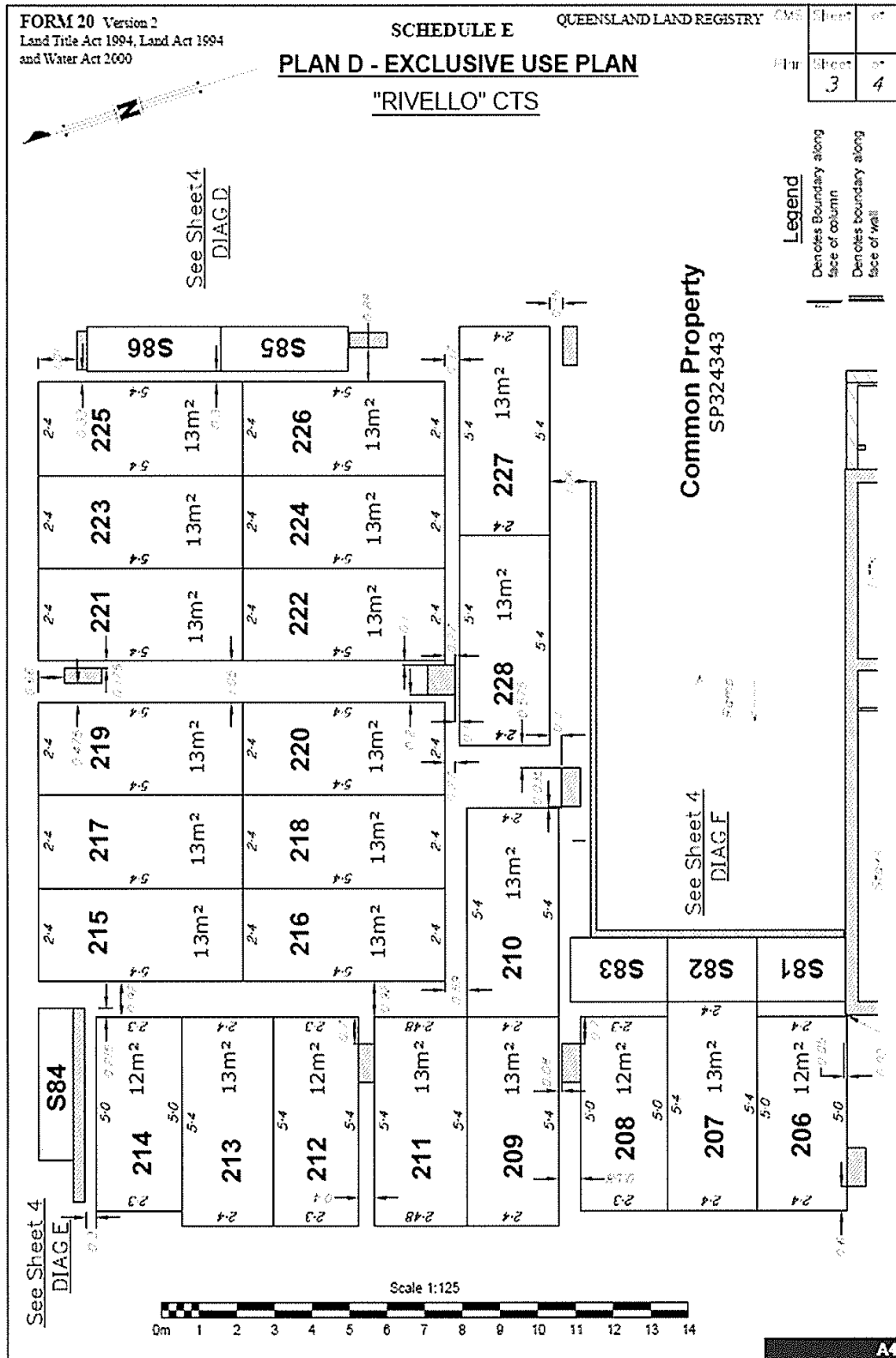
Date Created: 29/1/2021 **Scale:** 1:500

Comp File:

Plan No: 15344_079_EXC

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A4



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