

**BCCM****Form 33**

Department of Justice

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

*For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).*

**WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.**

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

**The community management statement**

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

## The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying [www.qld.gov.au/searchofadjudicatorsorders](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 22/08/2025**

### Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 Information for body corporate roll. Fines may apply if you do not comply.

### How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

## Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

### Name and number of the community titles scheme

**Rive Apartments**

CTS No. **43609**

### Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

### Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Lisa Scott**

Phone: **(07) 3620 0600**

Company: **Ernst Body Corporate Mgt BNE**

Email: **brisbane@ebcm.com.au**

### Accessing records

### Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

## Property and community titles scheme details

### Lot and plan details

Lot number: **41**

Plan type and number: **243186**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

### Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Accommodation**

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

### Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

**Is the scheme part of a layered arrangement of community titles schemes?**

**No**

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

### Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

**Does a building management statement apply to the community titles scheme?**

**Yes**

If yes, you can obtain a copy of the statement from Titles Queensland: [www.titlesqld.com.au](http://www.titlesqld.com.au). You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

## By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

### What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

### General by-laws

**The community management statement includes the complete set of by-laws that apply to the scheme.**

### Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

**Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?**

**Yes**

**If yes, the exclusive use by-laws or other allocations of common property for the schemes are:**

**given with this certificate and listed below**

Date of Resolution	Lot	Description	Conditions
28/08/24	ALL	Common Property	By Law 55 Schedule E

## Lot entitlements and financial information

### Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

### Contribution schedule

Contribution schedule lot entitlement for the lot: **14.00**

Total contribution schedule lot entitlements for all lots: **1,287.00**

### Interest schedule

Interest schedule lot entitlement for the lot: **16.00**

Total interest schedule lot entitlements for all lots: **1,328.00**

### Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

### Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

**WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.**

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

### Body corporate debts

**If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.** Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

## Owner contributions and amounts owing

### Administrative fund contributions

Total amount of contributions (before any discount) for lot **41** for the current financial year: \$ **\$4,786.32**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	1,121.79	1,121.79	29/04/25
20/09/25	1,221.51	1,221.51	
01/11/25	1,221.51	1,221.51	
01/02/26	1,221.51	1,221.51	
01/05/26	1,196.58	1,196.58	
			Amount overdue <b>Nil</b>
			Amount Unpaid including amounts billed not yet due <b>\$1,221.51</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **41** for the current financial year: \$ **\$2,209.38**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	523.50	523.50	29/04/25
20/09/25	561.96	561.96	
01/11/25	561.96	561.96	
01/02/26	561.96	561.96	
01/05/26	552.30	552.30	
			Amount overdue <b>\$0.00</b>
			Amount Unpaid including amounts billed not yet due <b>\$561.96</b>

### Special contributions - Administrative Fund (IF ANY)

Date determined: ...../ ...../ .....(Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **\$0.00**

### Special contributions - Sinking Fund (IF ANY)

Date determined: ...../ ...../ .....(Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **Nil**

### Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Building Insurance	01/05/25	226.13	226.13	29/04/25
Building Insurance	20/09/25	231.34	231.34	
Building Insurance	01/11/25	231.32	231.32	
Building Insurance	01/02/26	231.32	231.32	
Building Insurance	01/05/26	230.03	230.03	

### Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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### Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	<b>Nil</b>
Special contributions	<b>Nil</b>
Other contributions	<b>Nil</b>
Other payments	<b>Nil</b>
Penalties	<b>Nil</b>
Total amount overdue (Total Amount Unpaid including not yet due \$2,014.81)	<b>Nil</b>

(An amount in brackets indicates a credit or a payment made before the due date)

## Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

### Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

**Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?**

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 10/05/18

**Current sinking fund balance (as at date of certificate): \$ 463,385.36**

### Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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## Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
filing cabinet				0.00	0.00	258.95
Extinguishers	Plant and Machinery	21/02/13	Asset Fire Security	0.00	0.00	2,178.00
13 x small paintings	Furniture & Fittings	01/07/13		0.00	0.00	9,100.00
13 x large paintings						
3 x brace directory signs	Furniture & Fittings	01/07/13		0.00	0.00	1,500.00
2 x lounge chairs (foyer)	Furniture & Fittings	01/07/13		0.00	0.00	1,908.00
2 x mirrored tables (foyer)						
2 x foyer mirrors						
2 x foyer carpets						
1 x gym table	Furniture & Fittings	01/07/13		0.00	0.00	450.00
2 x gym chairs						
6 x plastic plants & pots	Furniture & Fittings	01/07/13		0.00	0.00	1,200.00
28 CCTV Cameras	Plant and Machinery	23/10/13	General Communications	0.00	0.00	1,250.00
SI AlarmModules x3	Plant and Machinery	20/02/23	OZ-FIRE PROTECTION	1,507.00	0.00	1,507.00
			PO Box 86			
			THE GRANGE BRISBANE			
			QLD 4051			

## Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

## Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING BUP CHUBB	04GS013987	110,622,168.00	126,783.19	01/11/25	\$5,000
COMMON CONTENTS BUP CHUBB	04GS013987	1,106,222.00	Included	01/11/25	\$5,000
LEGAL LIABILITY CHUBB	04GS016839	20,000,000.00	12,652.20	01/11/25	\$5,000
OFFICE BEARERS CHUBB	04GS016839	5,000,000.00	Included	01/11/25	\$5,000
MACHINERY BREAKDOWN CHUBB	04GS013987	25,000.00	Included	01/11/25	\$5,000
CATASTROPHY INS. CHUBB	04GS013987	33,518,517.00	Included	01/11/25	\$5,000
FIDELITY CHUBB	04GS016839	100,000.00	Included	01/11/25	\$5,000

## Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
LOSS RENT/TEMP ACCOM CHUBB	04GS013987	16,593,325.00	Included	01/11/25	\$5,000
WORK HEALTH & SAFETY CHUBB	04GS016839	100,000.00	Included	01/11/25	\$5,000
LOT OWNERS FIXTURES CHUBB	04GS013987	250,000.00	Included	01/11/25	\$5,000

## Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Does the body corporate currently hold alternative insurance approved under an alternative insurance order?**

No

## Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

## Contracts and authorisations

### Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

**Has the body corporate engaged a caretaking services contractor for the scheme?**

**Yes - Name of caretaking service contractor engaged:** Kim Management Pty Ltd

**Has the body corporate authorised a letting agent for the scheme?**

**No**

### Embedded network electricity supply

**Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?**

**No**

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

## Body corporate authority

This certificate is signed and given under the authority of the body corporate.

**Name/s** Ernst Body Corporate Mgt BNE

**Positions/s held** Body Corporate Manager

**Date** 22/08/2025

**Signature/s** Gayleen Tuhiwai

### Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

# CONTRACTS REGISTER

## RIVE APARTMENTS CTS 43609

Contractor Name and Address <b>Ernst Body Corporate Management Pty Ltd</b> <b>HQ South, Level 2</b> <b>520 Wickham Street</b> <b>Fortitude Valley Qld 4006</b>	Details of Duties	Delegated Powers	Basis of Remuneration <b>As per agreement</b>
Commencement Date	<b>27/07/23</b>	Termination Date	
Term of Contract	<b>3 years</b>	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address <b>Kim Management Pty Ltd</b>	Details of Duties <b>Caretaking duties</b>	Delegated Powers <b>Assigned to current HWH Pty Ltd on 02/02/15</b>	Basis of Remuneration <b>\$107, 738.51 + GST per annum</b>
<b>Original Agreement</b>			
Commencement Date	<b>12/06/12</b>	Termination Date	<b>11/06/27</b>
Term of Contract	<b>15 years</b>	Finance	
Options	<b>10 years</b>	Name of Financier	<b>Commonwealth Bank</b>
Copy of Agreement on File	<b>Y</b>	Date of Advice from Financier	<b>22/01/15</b>
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address <b>Kim Management Pty Ltd</b>	Details of Duties <b>Letting Agent</b>	Delegated Powers <b>Assigned to current HWH Pty Ltd on 02/02/15</b>	Basis of Remuneration <b>No cost to BC</b>
<b>Original Agreement</b>			
Commencement Date	<b>12/06/12</b>	Termination Date	<b>11/06/27</b>
Term of Contract	<b>15 years</b>	Finance	
Options	<b>10 years</b>	Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address <b>Foxtel</b>	Details of Duties <b>Provide Cable TV</b>	Delegated Powers	Basis of Remuneration <b>No cost to BC</b>
Commencement Date	<b>16/05/12</b>	Termination Date	
Term of Contract	<b>until further notice</b>	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address <b>Meter2Cash</b> <b>PO Box 404</b> <b>Nundah Qld 4012</b>	Details of Duties <b>Ready of electricity meters and billing services</b>	Delegated Powers	Basis of Remuneration <b>as per contract</b>
Commencement Date	<b>01/01/13</b>	Termination Date	
Term of Contract	<b>until further notice</b>	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

# CONTRACTS REGISTER

## RIVE APARTMENTS CTS 43609

Contractor Name and Address <b>Absolute Climate Technology</b>	Details of Duties <b>Maintenance of air conditioners</b>	Delegated Powers	Basis of Remuneration <b>\$1,500.00 per annum</b>
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	<b>18/08/15</b> <b>until further notice</b>	Termination Date <b>Finance</b> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address <b>Queensland Fire and Rescue Service</b>	Details of Duties <b>Monitor and maintenance of Alarm</b>	Delegated Powers	Basis of Remuneration <b>See Agreement</b>
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	<b>28/08/12</b> <b>Ongoing</b>	Termination Date <b>Finance</b> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address <b>QEL</b>  <b>PO Box 1153</b> <b>Indooroopilly Qld 4068</b>	Details of Duties <b>Testing of Emergency lighting</b>	Delegated Powers	Basis of Remuneration <b>\$495.00 incl GST per test</b>
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	<b>05/04/17</b> <b>until further notice</b>	Termination Date <b>Finance</b> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address <b>Oz Fire</b>  <b>PO Box 86</b> <b>Grange Qld 4051</b>	Details of Duties <b>Testing of Fire Alarm</b>	Delegated Powers	Basis of Remuneration <b>\$1,320.00.00 + GST per month</b>
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	<b>07/09/17</b> <b>Until further notice</b>	Termination Date <b>Finance</b> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address <b>RPGS</b>  <b>PO Box 2062</b> <b>Salisbury East Qld 4107</b>	Details of Duties <b>Maintenance of Hydraulics</b>	Delegated Powers	Basis of Remuneration <b>As per agreement</b>
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	<b>10/06/19</b> <b>3 years</b>  <b>Y</b>	Termination Date <b>Finance</b> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

# CONTRACTS REGISTER

## RIVE APARTMENTS CTS 43609

Contractor Name and Address <b>Origin</b>	Details of Duties <b>Supply of Electricity</b>	Delegated Powers	Basis of Remuneration <b>Asper meterage</b>
Commencement Date	<b>22/01/20</b>	Termination Date	
Term of Contract	<b>3 years</b>	<b>Finance</b>	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address <b>Shell Energy</b>	Details of Duties	Delegated Powers	Basis of Remuneration <b>monthly</b>
Commencement Date	<b>15/07/22</b>	Termination Date	
Term of Contract	<b>one year</b>	<b>Finance</b>	
Options		Name of Financier	
Copy of Agreement on File	<b>Y</b>	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address <b>Schindler Lifts</b>  <b>PO Box 7153</b> <b>Alexandria NSW 2015</b>	Details of Duties	Delegated Powers	Basis of Remuneration <b>annual</b>
Commencement Date	<b>10/02/24</b>	Termination Date	
Term of Contract	<b>5 years</b>	<b>Finance</b>	
Options	<b>yes</b>	Name of Financier	
Copy of Agreement on File	<b>Y</b>	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		<b>Finance</b>	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		<b>Finance</b>	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

# **RIVE APARTMENTS CTS 43609**

## **Statement Pursuant to Section 206 (2) (c)**

### **EXPLANATION OF WHY CONTRIBUTION SCHEDULE LOT ENTITLEMENTS FOR EACH LOT ARE NOT EQUAL**

The Contribution Schedule Lot Entitlements (CSLE) for each lot are not equal.

As required by Section 46(7) of the Act, the CSLE for each lot included in the scheme has been calculated using the Relativity Principle and in particular having regard to:

- (a) The structure of the scheme
- (b) The nature, features and characteristics of the lots in the scheme; and
- (c) The purpose for which the lots are used

On the basis of these factors, it is just and equitable for the CSLE for each lot included in the scheme to not be equal.

The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs (such as secretarial fees, audit fees, printing, postage and outlays) which should be apportioned equally, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on some costs of the Body Corporate for repair and maintenance of the common property.

When allocating the lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:

#### **Structure of the Scheme**

The Body Corporate is a single basic scheme and is not part of a layered arrangement. However the scheme will be subject to a Building Management Statement which amongst other things outlines the sharing of facilities. Amongst other things, the pool and gymnasium and certain vehicular and pedestrian accesses and other building infrastructure is shared pursuant to the BMS.

#### **Nature, Features and Characteristics of the Lots in the Scheme**

The Body Corporate is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (a) Not all lots are expected to have the same number of occupants. Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property facilities and additional entitlements are added to reflect this.
- (b) Gross floor area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on the support and shelter costs.
- (c) The proposed use of each lot.

#### **The Purpose for Which the Lots are Used**

Each of the lots in the scheme are used for residential purposes, except for the Caretaker's Lot and consequently this factor does not contribute to any differences in the lot entitlements.

RIVE APARTMENTS CTS 43609

REGISTER OF IMPROVEMENTS ON COMMON  
PROPERTY FOR WHICH INDIVIDUAL LOT OWNERS  
ARE RESPONSIBLE

1. By-Laws

The following by -laws may potentially relate to improvement/s on the common property that the lot owner will be liable to maintain.

By-Laws relating to exclusive use:

<u>By-Law No.</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
10	Per Schedule E	Exclusive Use Areas

By-Laws other than exclusive use By-Laws:

2. Utilities

The Body Corporate purchases bulk utilities and supplies utilities to individual lots.

There may be amounts owing on this Lot. Please contact Meter2Cash on (07) 3256 7366 for details of meter readings and other relevant charges.

3. Agreements

The following agreements may potentially relate to improvements on the common property that the lot owner is liable to maintain.

NIL



# Rive Apartments CTS 43609

## BALANCE SHEET

AS AT 22 AUGUST 2025

	ACTUAL 22/08/2025	ACTUAL 30/04/2025
<b><u>OWNERS FUND</u></b>		
Administrative Fund	5,951.09	44,924.26
Sinking Fund	463,385.36	464,691.03
<b><u>TOTAL</u></b>	<b><u>\$ 469,336.45</u></b>	<b><u>\$ 509,615.29</u></b>

### **THESE FUNDS ARE REPRESENTED BY**

#### **CURRENT ASSETS**

Cash At Bank	124,028.79	156,624.92
Cash At Bank (Utilities)	10.10	10.10
Term Deposit 1	109,311.47	105,789.97
Term Deposit 2	133,866.73	129,445.87
Term Deposit 3	100,000.00	100,000.00
Interest Receivable	0.00	6,425.75
Prepaid Expenses	0.00	76,056.23
Sundry Debtors	0.00	12,491.41
Sundry Debtors (Utilities)	1,888.97	8,316.72
Utility Finalised Accounts	5,831.32	5,831.32
Levies - Billed Not Due	183,152.97	170,018.28
Levies - Prepayments	1,894.02	2,319.11
Levies - In Arrears	1,954.63	20,849.79
Other Arrears	11,734.56	15,999.74
Secondary Debtors	25,118.13	812.48
<b><u>TOTAL ASSETS</u></b>	<b><u>698,791.69</u></b>	<b><u>810,991.69</u></b>

#### **LIABILITIES**

G S T Clearing Account	12,628.60	(7,126.97)
P A Y G Clearing Account	352.63	0.00
Creditors	21,481.85	8,807.95
Accrued Expenses	0.00	13,998.17
Levies - Billed Not Due	166,502.70	154,562.08
Levies - Prepayments	1,721.92	2,108.37
Levies - In Advance	24,942.39	94,055.09
Other Advance Payments	1,825.15	11,557.43
Insur. - Premium In Advance	0.00	23,414.28
<b><u>TOTAL LIABILITIES</u></b>	<b><u>229,455.24</u></b>	<b><u>301,376.40</u></b>

<b><u>NET ASSETS</u></b>	<b><u>\$ 469,336.45</u></b>	<b><u>\$ 509,615.29</u></b>
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# Rive Apartments CTS 43609

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 22 AUGUST 2025

	ACTUAL 01/05/25-22/08/25	BUDGET 01/05/25-30/04/26	%	ACTUAL 01/05/24-30/04/25
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	93,749.85	400,000.00	23.44	374,999.27
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>93,749.85</b>	<b>400,000.00</b>		<b>374,999.27</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Audit Fees	0.00	3,250.00	0.00	3,140.00
Bank Charges	6.69	75.00	8.92	64.28
Bms Contribution	0.00	46,960.00	0.00	46,960.00
Caretaking Agreement	40,627.30	171,900.00	23.63	142,141.89
Caretaking Agreement Reimb	0.00	(16,000.00)	0.00	(16,000.00)
Cleaning - General	1,500.00	4,000.00	37.50	3,055.03
False Fire Alarm Cost - Paid	0.00	1,400.00	0.00	0.00
Cleaning - Carpets	1,250.00	4,000.00	31.25	2,541.82
Cleaning - Material	405.26	0.00		0.00
Collection Costs	101.82	0.00		0.00
Committee Remuneration	3,750.00	23,000.00	16.30	19,000.00
Consultants Fees	1,220.00	7,500.00	16.27	0.00
Contribution To Pbc - A.F Levy	23,480.00	0.00		0.00
Electricity - Bulk Power	20,575.66	95,000.00	21.66	88,266.07
Electricity - Air Cond Reimb	(12,738.51)	(47,500.00)	26.82	(23,746.85)
Fees & Permits	344.81	450.00	76.62	441.49
Insur. - Premium	58,807.06	115,709.00	50.82	104,873.53
Insur.Premium Reimb.(Building)	(17,062.49)	(69,426.00)	24.58	(68,250.14)
Insur. - Hotel/Cafe Reimb	(23,414.28)	(50,866.00)	46.03	(40,943.91)
Insur. - Stamp Duty - No Gst	5,791.88	6,873.13	84.27	10,328.22
Electronic Records	807.01	2,000.00	40.35	1,886.07
Legal Exp. - General	737.00	6,000.00	12.28	8,328.82
P P & O - Building Manager	163.65	250.00	65.46	188.18
Returning Officer-Gen. Meeting	0.00	1,000.00	0.00	0.00
R & M - Air Conditioning	3,726.70	11,000.00	33.88	9,226.60
R & M - Building	2,538.00	30,000.00	8.46	2,560.64
R & M - Electrical	4,391.78	6,000.00	73.20	4,199.23
R & M - Fire Services Contract	0.00	5,500.00	0.00	2,209.63
R & M - Fire Equipment	2,378.52	3,000.00	79.28	2,532.50
R & M - Gardens & Grounds	0.00	2,000.00	0.00	0.00
R & M - Keys & Locks	0.00	3,000.00	0.00	1,805.45
R & M - Lifts	0.00	1,200.00	0.00	2,257.05
R & M - Lifts - Contract	2,020.64	11,000.00	18.37	11,821.23
R & M - Pest Control	0.00	6,000.00	0.00	5,500.00
R & M - Plant & Equip.	897.30	7,500.00	11.96	3,932.30
R & M - Plumbing	2,353.40	5,000.00	47.07	1,655.12
R & M - Security Equipment	2,594.00	2,400.00	108.08	945.00
R & M - Tv, Comms, Antenna	260.00	0.00		0.00
Secretarial - Admin	5,150.00	22,000.00	23.41	21,600.00

# Rive Apartments CTS 43609

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 22 AUGUST 2025

	ACTUAL 01/05/25-22/08/25	BUDGET 01/05/25-30/04/26	%	ACTUAL 01/05/24-30/04/25
Secretarial - Additional	700.00	4,000.00	17.50	2,567.92
Secretarial-Utilities	0.00	1,600.00	0.00	600.00
Sundry Expenses	0.00	3,500.00	0.00	3,470.39
Tax Fee - Income Tax	0.00	400.00	0.00	375.00
Tax Fee (Bas)	275.00	1,200.00	22.92	1,100.00
Water Rates	790.19	14,500.00	5.45	12,893.38
Water Charges Reimb	(3,750.00)	(13,500.00)	27.78	(13,035.41)
Workplace Legislat. Compliance	668.13	1,760.00	37.96	881.76
Prior Year Adjustment	1,376.50	0.00		6,522.32
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b><u>132,723.02</u></b>	<b><u>434,635.13</u></b>		<b><u>367,894.61</u></b>
<b><u>SURPLUS /(DEFICIT)</u></b>	<b><u>\$ (38,973.17)</u></b>	<b><u>\$ (34,635.13)</u></b>		<b><u>\$ 7,104.66</u></b>
Opening Admin. Balance	44,924.26	44,924.26	100.00	37,819.60
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b><u>\$ 5,951.09</u></b>	<b><u>\$ 10,289.13</u></b>		<b><u>\$ 44,924.26</u></b>

# Rive Apartments CTS 43609

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 22 AUGUST 2025

	ACTUAL 01/05/25-22/08/25	BUDGET 01/05/25-30/04/26	%	ACTUAL 01/05/24-30/04/25
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Sinking Fund	43,749.74	184,643.00	23.69	175,000.00
Interest Received - Sink Fund	7,942.36	5,000.00	158.85	5,025.06
Interest Accrued Sf	(6,425.75)	5,000.00	(128.52)	6,425.75
Interest Received - Ato	30.61	0.00		0.00
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>45,296.96</b>	<b>194,643.00</b>		<b>186,450.81</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Air Cond. Equipment	0.00	21,729.00	0.00	0.00
Building	25,911.00	506,805.00	5.11	46,270.49
Basement	3,540.00	3,218.00	110.01	14,968.50
Emergency Lighting	0.00	2,094.00	0.00	897.00
Fence/Gate - Boundary/Other	900.00	8,289.00	10.86	826.70
Fire Equipment	0.00	2,137.00	0.00	0.00
Gardens	0.00	1,125.00	0.00	995.62
<b><u>INCOME TAX SF</u></b>				
Income Tax - Payg S.F	2,025.63	0.00		381.00
Income Tax - Payg Provision	0.00	0.00	0.00	2,039.66
Lighting	6,350.00	3,606.00	176.10	0.00
Plant & Equipment	0.00	0.00	0.00	3,825.48
Painting	2,440.00	5,000.00	48.80	3,504.55
Pool	0.00	4,483.00	0.00	1,003.24
Security System / Equipment	3,250.00	3,000.00	108.33	3,193.86
Signage	0.00	0.00	0.00	2,335.04
Prior Year Adjustment	2,186.00	0.00		0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>46,602.63</b>	<b>561,486.00</b>		<b>80,241.14</b>
<b><u>SURPLUS/(DEFICIT)</u></b>	<b><u>\$ (1,305.67)</u></b>	<b><u>\$ (366,843.00)</u></b>		<b><u>\$ 106,209.67</u></b>
Opening Sinking Fund Balance	464,691.03	464,691.03	100.00	358,481.36
<b><u>SINKING FUND BALANCE</u></b>	<b><u>\$ 463,385.36</u></b>	<b><u>\$ 97,848.03</u></b>		<b><u>\$ 464,691.03</u></b>

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# Rive Apartments CTS 43609

ABN 59 462 672 290

## STATEMENT

Kyle Sheehy  
3/2 Blue Ridge Crescent  
VARSITY LAKES QLD 4227

Transfer Date:  
20/12/13

Statement Period			
01 May 24 to 22 Aug 25			
A/c No	41	Lot No	41
Page Number	1 of 2	Unit No	

Date	Type	Details	Reference	Debit	Credit	Balance
01/05/24	Administrative Fund	Brought forward	I0010537		1,788.22	-1,788.22
01/05/24	Sinking Fund	01/05/24 To 31/07/24	I0010631	1,163.68		-624.54
01/05/24	Building Insurance	01/05/24 To 31/07/24	I0010725	483.02		-141.52
01/05/24	Storm Management	01/05/24 To 31/07/24	I0010819	215.36		73.84
01/05/24	Smoke Alarm Instal	01/05/24 To 31/07/24	I0010906	29.91		103.75
07/08/24	Administrative Fund	01/02/24 To 30/04/24	I0010993		103.75	0.00
07/08/24	Sinking Fund	01/08/24 To 31/10/24	I0011087	1,107.83		1,107.83
07/08/24	Building Insurance	01/08/24 To 31/10/24	I0011087	537.00		1,644.83
04/09/24	Receipt	01/08/24 To 31/10/24	I0011181	229.72		1,874.55
04/09/24	Receipt	Administrative Fund	R0004640		1,107.83	766.72
04/09/24	Receipt	Sinking Fund	RA004640		537.00	229.72
04/09/24	Receipt	Building Insurance	RB004640		229.72	0.00
19/09/24	Administrative Fund	01/11/24 To 31/01/25	I0011275	1,107.83		1,107.83
19/09/24	Sinking Fund	01/11/24 To 31/01/25	I0011369	537.00		1,644.83
19/09/24	Building Insurance	01/11/24 To 31/01/25	I0011463	229.72		1,874.55
30/10/24	Receipt	Administrative Fund	R0004766		1,107.83	766.72
30/10/24	Receipt	Sinking Fund	RA004766		537.00	229.72
30/10/24	Receipt	Building Insurance	RB004766		229.72	0.00
More details on next page...				\$5,641.07	\$5,641.07	Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$2,014.81	
0.00	0.00	0.00	0.00	2,014.81	Date Paid	Amount Paid

### STRATAPAY



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All cheques must be made payable to: BODY CORPORATE FOR  
RIVE APARTMENTS CTS 43609

LOT/UNIT

Lot 41/ Unit

STRATAPAY REFERENCE NO.

1451 7188 4

DUE DATE

RIVE APARTMENTS

MANAGED BY

EBCM

AMOUNT

\$2,014.81



\*496 213688518 10000000418

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# Rive Apartments CTS 43609

## STATEMENT

Kyle Sheehy  
3/2 Blue Ridge Crescent  
VARSITY LAKES QLD 4227

Statement Period

01 May 24 to 22 Aug 25

A/c No 41 Lot No 41

Page Number 2 of 2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		5,641.07	5,641.07	0.00
29/11/24	Other	Air Con Charges	M0001346	829.89		829.89
29/11/24	Other	Admin Fee	M0001347	16.50		846.39
06/12/24	Receipt	Other	R0004846		846.39	0.00
17/12/24	Administrative Fund	01/02/25 To 30/04/25	I0011557	1,107.83		1,107.83
17/12/24	Sinking Fund	01/02/25 To 30/04/25	I0011651	537.00		1,644.83
17/12/24	Building Insurance	01/02/25 To 30/04/25	I0011745	229.72		1,874.55
29/01/25	Receipt	Administrative Fund	R0004921		1,107.83	766.72
29/01/25	Receipt	Sinking Fund	RA004921		537.00	229.72
29/01/25	Receipt	Building Insurance	RB004921		229.72	0.00
20/03/25	Administrative Fund	01/05/25 To 31/07/25	I0011839	1,121.79		1,121.79
20/03/25	Sinking Fund	01/05/25 To 31/07/25	I0011933	523.50		1,645.29
20/03/25	Building Insurance	01/05/25 To 31/07/25	I0012027	226.13		1,871.42
29/04/25	Receipt	Administrative Fund	R0005072		1,121.79	749.63
29/04/25	Receipt	Sinking Fund	RA005072		523.50	226.13
29/04/25	Receipt	Building Insurance	RB005072		226.13	0.00
18/08/25	Administrative Fund	01/08/25 To 31/10/25	I0012121	1,221.51		1,221.51
18/08/25	Sinking Fund	01/08/25 To 31/10/25	I0012215	561.96		1,783.47
18/08/25	Building Insurance	01/08/25 To 31/10/25	I0012309	231.34		2,014.81
				\$12,248.24	\$10,233.43	\$2,014.81



Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000, Australia  
O +61 2 9335 3200  
www.chubb.com/au

Date Issued: 12 December 2024

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	The Body Corporate for Rive Apartments CTS 43609 and Volumetric Lots 201 & 162 on SP 24318	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	04GS016838	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 01 November 2024, Local Standard Time
	To:	4.00pm on 01 November 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	32 Agnes Street, Albion QLD 4010	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 110,622,168
	<b>Common Contents</b>	AUD 1,106,222
	<b>Catastrophe</b>	AUD 33,518,517
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 16,593,325	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 161,840,232	
Section 4: Crime Insurance	Not Insured	
Section 5: General Liability Insurance	<b>Personal Injury</b>	Not Insured
	<b>Property Damage</b>	Not Insured
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	Not Insured	
Section 9: Appeal Expenses Insurance	Not Insured	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>



All the values on this Certificate of Currency are correct as at 12 December 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.



Jack Cheetham  
Strata Underwriter

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Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687



Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000, Australia  
O +61 2 9335 3200  
www.chubb.com/au

Date Issued: 12 December 2024

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	Ancillary: Body Corporate for Rive Apartments CTS 43609	
Indemnity to Others (Section 5, General Liability Insurance Policy)	Not Applicable	
Policy Number:	04GS016839	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 01 November 2024, Local Standard Time
	To:	4.00pm on 01 November 2025, Local Standard Time
The Insurer:	Section 1	Not Insured
	Section 2	Not Insured
	Section 3	Not Insured
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	32 Agnes Street, Albion QLD 4010	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	Not Insured
	<b>Common Contents</b>	Not Insured
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	Not Insured	
Section 3: Consequential Loss Insurance	Not Insured	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	Not Insured	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	Not Insured
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate <b>Period of Insurance</b>	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	Not Insured
	<b>Accident</b> aggregate Limit	Not Insured

All the values on this Certificate of Currency are correct as at 12 December 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.



Jack Cheetham  
Strata Underwriter

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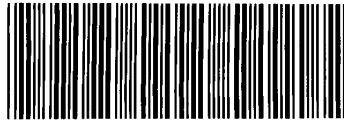
Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687

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

**GENERAL REQUEST**

Duty Imprint

**FORM 14** Version 4  
Page 1 of 1

**723493095****\$113.04**

28/08/2024 09:50

**BE 470**

37

**1. Nature of request**

Request to record a new community management  
statement for Rive Apartments Community Titles  
Scheme 43609

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

Grace Lawyers  
PO Box 12962  
George Street QLD 4003  
brenton.schoch@gracelawyers.com.au  
07 3102 4120

**Lodger  
Code**  
2437

**2. Lot on Plan Description**

Common Property for Rive Apartments  
Community Titles Scheme 43609

**Title Reference**  
50879559

**3. Registered Proprietor/State Lessee**

Body Corporate for Rive Apartments Community Titles Scheme 43609

**4. Interest**

Not Applicable

**5. Applicant**

Body Corporate for Rive Apartments Community Titles Scheme 43609

**6. Request**

I hereby request that: the new CMS deposited herewith which amends Schedule C, be recorded as the new  
Community Management Statement for.

**7. Execution by applicant**

23/8/2024  
Execution Date

  
Brenton Schoch  
Solicitor  
Applicant's Solicitor's Signature

THIS CMS MUST BE DEPOSITED WITH:

This statement incorporates and must  
include the following:

**43609**

*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*

CMS LABEL NUMBER

- |  |  |
|--|--|
| 1. <b>Name of community titles scheme</b><br>Rive Apartments Community Titles Scheme 43609           | 2. <b>Regulation module</b><br>Accommodation Module                      |
| 3. <b>Name of body corporate</b><br>Body Corporate for Rive Apartments Community Titles Scheme 43609 |  |
| 4. <b>Scheme land</b><br>Lot on Plan Description<br>[See Enlarged Panel]                             | Title Reference  |
| 5. <b>Name and address of original owner</b><br>Not Applicable                                       | 6. <b>Reference to plan lodged with this statement</b><br>Not Applicable |

# first community management statement only

7. **New CMS exemption to planning body community management statement notation (if applicable\*)**  
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
NOT APPLICABLE PURSUANT TO S. 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

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

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

Executed by the Body Corporate for Rive Apartments CTS 43609

Name: **JOHN MICHAEL KENNER**  
Chairperson/Secretary

Rive Apartments Community Titles Scheme 43609

Name: **LISA ANNE SCOTT**  
Committee Member

Rive Apartments Community Titles Scheme 43609

**\*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.

RIVE APARTMENTS COMMUNITY TITLES SCHEME 43609

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Rive Apartments CTS 43609	50879559
Lot 1 on SP 243186	50879560
Lot 2 on SP 243186	50879561
Lot 3 on SP 243186	50879562
Lot 4 on SP 243186	50879563
Lot 5 on SP 243186	50879564
Lot 6 on SP 243186	50879565
Lot 7 on SP 243186	50879566
Lot 8 on SP 243186	50879567
Lot 9 on SP 243186	50879568
Lot 10 on SP 243186	50879569
Lot 11 on SP 243186	50879570
Lot 12 on SP 243186	50879571
Lot 13 on SP 243186	50879572
Lot 14 on SP 243186	50879573
Lot 15 on SP 243186	50879574
Lot 16 on SP 243186	50879575
Lot 17 on SP 243186	50879576
Lot 18 on SP 243186	50879577
Lot 19 on SP 243186	50879578
Lot 20 on SP 243186	50879579
Lot 21 on SP 243186	50879580
Lot 22 on SP 243186	50879581
Lot 23 on SP 243186	50879582
Lot 24 on SP 243186	50879583
Lot 25 on SP 243186	50879584
Lot 26 on SP 243186	50879585
Lot 27 on SP 243186	50879586
Lot 28 on SP 243186	50879587
Lot 29 on SP 243186	50879588
Lot 30 on SP 243186	50879589
Lot 31 on SP 243186	50879590
Lot 32 on SP 243186	50879591
Lot 33 on SP 243186	50879592
Lot 34 on SP 243186	50879593
Lot 35 on SP 243186	50879594
Lot 36 on SP 243186	50879595

Lot 37 on SP 243186	50879596
Lot 38 on SP 243186	50879597
Lot 39 on SP 243186	50879598
Lot 40 on SP 243186	50879599
Lot 41 on SP 243186	50879600
Lot 42 on SP 243186	50879601
Lot 43 on SP 243186	50879602
Lot 44 on SP 243186	50879603
Lot 45 on SP 243186	50879604
Lot 46 on SP 243186	50879605
Lot 47 on SP 243186	50879606
Lot 48 on SP 243186	50879607
Lot 49 on SP 243186	50879608
Lot 50 on SP 243186	50879609
Lot 51 on SP 243186	50879610
Lot 52 on SP 243186	50879611
Lot 53 on SP 243186	50879612
Lot 54 on SP 243186	50879613
Lot 55 on SP 243186	50879614
Lot 56 on SP 243186	50879615
Lot 57 on SP 243186	50879616
Lot 58 on SP 243186	50879617
Lot 59 on SP 243186	50879618
Lot 60 on SP 243186	50879619
Lot 61 on SP 243186	50879620
Lot 62 on SP 243186	50879621
Lot 63 on SP 243186	50879622
Lot 64 on SP 243186	50879623
Lot 65 on SP 243186	50879624
Lot 66 on SP 243186	50879625
Lot 67 on SP 243186	50879626
Lot 68 on SP 243186	50879627
Lot 69 on SP 243186	50879628
Lot 70 on SP 243186	50879629
Lot 71 on SP 243186	50879630
Lot 72 on SP 243186	50879631
Lot 73 on SP 243186	50879632
Lot 74 on SP 243186	50879633
Lot 75 on SP 243186	50879634



Lot 76 on SP 243186	50879635
Lot 77 on SP 243186	50879636
Lot 78 on SP 243186	50879637
Lot 79 on SP 243186	50879638
Lot 80 on SP 243186	50879639
Lot 81 on SP 243186	50879640
Lot 83 on SP 243186	50879641
Lot 84 on SP 243186	50879642
Lot 85 on SP 243186	50879643
Lot 86 on SP 243186	50879644
Lot 87 on SP 243186	50879645
Lot 88 on SP 243186	50879646
Lot 89 on SP 243186	50879647
Lot 90 on SP 243186	50879648
Lot 91 on SP 243186	50879649
Lot 92 on SP 243186	50879650
Lot 93 on SP 259717	Part of 50879651 and 50879652
Lot 94 on SP 259717	Part of 50879652
Lot 95 on SP 243186	50879653

<b>SCHEDULE A</b>	<b>SCHEDULE OF ENTITLEMENTS</b>
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Lot on Plan Description	Contribution	Interest
Lot 1 on SP 243186	14	13
Lot 2 on SP 243186	14	13
Lot 3 on SP 243186	14	13
Lot 4 on SP 243186	14	13
Lot 5 on SP 243186	14	14
Lot 6 on SP 243186	13	8
Lot 7 on SP 243186	14	17
Lot 8 on SP 243186	14	14
Lot 9 on SP 243186	14	13
Lot 10 on SP 243186	13	13
Lot 11 on SP 243186	14	15
Lot 12 on SP 243186	14	11
Lot 13 on SP 243186	13	8
Lot 14 on SP 243186	14	13
Lot 15 on SP 243186	14	15
Lot 16 on SP 243186	13	13
Lot 17 on SP 243186	13	12
Lot 18 on SP 243186	14	14
Lot 19 on SP 243186	13	9
Lot 20 on SP 243186	14	17
Lot 21 on SP 243186	14	13
Lot 22 on SP 243186	14	13
Lot 23 on SP 243186	13	13
Lot 24 on SP 243186	14	16
Lot 25 on SP 243186	14	12
Lot 26 on SP 243186	13	8
Lot 27 on SP 243186	14	13
Lot 28 on SP 243186	14	15
Lot 29 on SP 243186	13	13
Lot 30 on SP 243186	13	13
Lot 31 on SP 243186	14	14
Lot 32 on SP 243186	13	9
Lot 33 on SP 243186	14	18
Lot 34 on SP 243186	14	13
Lot 35 on SP 243186	14	14
Lot 36 on SP 243186	13	13
Lot 37 on SP 243186	14	16

Lot 38 on SP 243186	14	12
Lot 39 on SP 243186	13	8
Lot 40 on SP 243186	14	14
Lot 41 on SP 243186	14	16
Lot 42 on SP 243186	13	13
Lot 43 on SP 243186	13	13
Lot 44 on SP 243186	14	15
Lot 45 on SP 243186	13	10
Lot 46 on SP 243186	14	18
Lot 47 on SP 243186	14	14
Lot 48 on SP 243186	14	14
Lot 49 on SP 243186	13	14
Lot 50 on SP 243186	14	17
Lot 51 on SP 243186	14	12
Lot 52 on SP 243186	13	8
Lot 53 on SP 243186	14	14
Lot 54 on SP 243186	14	17
Lot 55 on SP 243186	13	14
Lot 56 on SP 243186	13	13
Lot 57 on SP 243186	14	16
Lot 58 on SP 243186	14	17
Lot 59 on SP 243186	14	15
Lot 60 on SP 243186	14	17
Lot 61 on SP 243186	13	14
Lot 62 on SP 243186	14	18
Lot 63 on SP 243186	14	12
Lot 64 on SP 243186	13	8
Lot 65 on SP 243186	14	14
Lot 66 on SP 243186	14	18
Lot 67 on SP 243186	13	15
Lot 68 on SP 243186	13	14
Lot 69 on SP 243186	14	16
Lot 70 on SP 243186	13	15
Lot 71 on SP 243186	14	16
Lot 72 on SP 243186	14	16
Lot 73 on SP 243186	13	15
Lot 74 on SP 243186	14	18
Lot 75 on SP 243186	14	13
Lot 76 on SP 243186	13	9

Lot 77 on SP 243186	14	15
Lot 78 on SP 243186	14	19
Lot 79 on SP 243186	13	15
Lot 80 on SP 243186	13	14
Lot 81 on SP 243186	19	24
Lot 83 on SP 243186	14	16
Lot 84 on SP 243186	13	15
Lot 85 on SP 243186	14	19
Lot 86 on SP 243186	14	13
Lot 87 on SP 243186	13	9
Lot 88 on SP 243186	14	15
Lot 89 on SP 243186	14	20
Lot 90 on SP 243186	13	16
Lot 91 on SP 243186	13	15
Lot 92 on SP 243186	14	17
Lot 93 on SP 259717	14	18
Lot 94 on SP 259717	14	16
Lot 95 on SP 243186	13	16
<b>TOTALS</b>	<b>1287</b>	<b>1328</b>

#### **EXPLANATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS**

The Contribution Schedule Lot Entitlements ("CSLE") for each Lot included in the Scheme are not equal.

As required by Section 46(7) of the Act, the CSLE for each Lot included in the Scheme has been calculated using the Relativity Principle and in particular having regard to:

- (a) The structure of the Scheme;
- (b) The nature, features and characteristics of the Lots in the Scheme; and
- (c) The purpose for which the Lots are used.

On the basis of these factors it is just and equitable for the CSLE for each Lot included in the Scheme to not be equal.

The relative difference in Lot entitlements recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs (such as secretarial fees, audit fees, printing, postage and outlays) which should be apportioned equally, but the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on some costs of the Body Corporate for repair and maintenance of the Common Property.

When allocating the Lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:

#### **Structure of the Scheme**

The Body Corporate is a single basic scheme and is not part of a layered arrangement. However, the Scheme will be subject to a Building Management Statement which amongst other things outlines the sharing of facilities. Amongst other things, the pool and gymnasium and certain vehicular and pedestrian accesses and other

building infrastructure is shared pursuant to the BMS.

#### **Nature, Feature and Characteristics of the Lots in the Scheme**

The Body Corporate is responsible for the repair and maintenance of Common Property within the Scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of Lots in the Scheme increase the burden that the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the Common Property on the following basis:

- (a) Not all Lots are expected to have the same number of occupants. Larger Lots that can cater for a greater number of occupants have the potential to place a greater burden on common property facilities and additional entitlements are added to reflect this.
- (b) Gross Floor Area of the Lot. Additional entitlements are added depending on the size of the Lot. The larger the Lot the greater demand on the support and shelter costs.
- (c) The proposed use of each Lot.

#### **The Purpose for Which the Lots are Used**

Each of the Lots in the Scheme are used for residential purposes, except for the Caretaker's Lot and consequently this factor does not contribute to any differences in the Lot entitlements.

#### **EXPLANATION OF INTEREST SCHEDULE LOT ENTITLEMENTS**

As required by Section 46(8) of the Act, the Interest Schedule Lot Entitlements ("ISLE") for each Lot included in the Scheme have been calculated using the Market Value Principle. That is, the ISLE reflect the respective market value of the Lots in the Scheme.

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

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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#### **1. Interpretation**

- (a) Headings throughout these by-laws are for guidance only and are not to be used as an aid in the interpretation of these by-laws.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- (c) Reference to the whole includes any part of the whole.
- (d) If any by-law is inconsistent with any by-law applying to the Scheme, then the by-law will be of no effect to the extent of the inconsistency.
- (e) Where any by-law applies to an Owner, it will also apply to an Occupier (if the context permits).
- (f) Where any by-law applies to an Occupier, it will also apply to an Owner (if the context permits). This does not apply to any special rights or exclusive use that is given to an Occupier, it being acknowledged that these can only be given to an Occupier.
- (g) 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.
- (h) These by-laws must be read in conjunction with the obligations of Owners under the Act.
- (i) If it is held by any Court that any by-law (or any part of a by-law) is void, voidable, unlawful or invalid, it will be severed from this Schedule C.

#### **2. Definitions**

- (a) Throughout these by-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

**Act** means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.

**Ancillary Functions** means advertising Lots for rent or sale, negotiating sales or rentals, managing rented Lots and liaising with Owners or Occupiers in relation to these activities, whether or not a payment or commission is received or payable.

**Body Corporate** means the Body Corporate established upon the creation of the Scheme.

**Building** means any building on the Scheme Land.

**Building Management Committee** means the committee formed under the Building Management Statement.

**Building Management Statement** means Building Management Statement No 714441844 registered on 1 May 2012 which applies to the Scheme.

**By-laws** means these by-laws or any specified part of them.

**Caretaker** means the person or corporate engaged by the Body Corporate from time to time as a service contractor to, amongst other things, keep the Common Property maintained in good order and repair.

**Common Property** means the common property which forms part of the Scheme.

**Committee** means the Committee of the Body Corporate appointed pursuant to the Act.

**Committee's Representative** means a member of the Committee appointed from time to time for the purpose of representing the Committee.

**Development Approval** means the development approval issued by the Brisbane City Council for the Scheme Land under Application Reference No. A/2/74362 including or together with any amendment(s) of that development approval and/or reconfiguration of Lot Approvals applicable to the site.

**Gate** means any form of gate or structure serving a purpose similar to a gate.

**Large Vehicle** includes a motor vehicle in excess of two (2) tonnes weight unloaded.

**Home Occupation** means the use of the relevant Lot as professional offices to provide consulting services, information technologies or as a mail order business, or such other lawful use as the Committee decided. However, in no circumstances will this extend to use of a Lot for a Real Estate Business, with the exception of any authority granted under a separate letting authorisation.

**Improvements** means buildings, pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law.

**Invitee** means any person on the Scheme land with the permission of an Occupier or Owner.

**Lot** means a lot in the Scheme.

**Occupier** and **Owner** have the meanings given to them in the Act.

**Personal Mobility Devices** means a vehicle that:

- has 1 or more wheels and is propelled by an electric motor;
- is not more than 1,250mm in length by 700mm in width by 1,350mm in height or 700mm in length by 1,250mm in width by 1,350mm in height and
- weighs 60kg or less when the vehicle is not carrying a person or other load.

Personal mobility devices can include e-scooters, e-skateboards, and self-balancing singled wheeled devices.

However, a personal mobility device is not considered as a vehicle with pedals, motorised mobility devices (mobility scooters or motorised wheelchairs), or a wheeled recreational device (such as skateboards, roller skates and foot scooters).

**Real Estate Business** means the business of acting as agent for Owners of Lots in relation to either the sale or rental of Lots.

**Recreation Facilities** includes the pool, gymnasium, barbeque area and similar areas and facilities on the Scheme Land.

**Regulation Module** means the regulation module that applies to the Scheme.

**Renovation** means:

- Any improvement which relates to, or attaches to, the Common Property;
- Any structural alteration including, however not limited to foundation structures, roofing structures providing protection and essential supporting framework, including, however not limited to, load-bearing walls;
- Any kitchen or wet area renovation or works which are not of a minor nature;
- Any removal and replacement of flooring;
- Any electrical works which are not minor in nature; and
- Any removal of internal walls or reconfiguration of a lot.

**Scheme Land** means all the land contained in the Scheme.

**Scheme** means Rive Apartments Community Titles Scheme 43609.

**Security Alarm** means an alarm (or similar device) in or on a Lot that emits a noise when activated, which can be heard from outside the Lot.

**Smoke** means, to hold or other have control over an ignited smoking product.

**Vehicle** means any type of car, motor bike or other form of transport which the Committee (acting reasonably) designates as a 'vehicle' from time to time.

**Window Coverings** means curtain, blind, venetian or roller shade or shutter.

## INTRODUCTORY BY-LAWS

### 3. Building Management Statement

- (a) Owners and Occupiers must comply with the Building Management Statement and any rules or standards or codes imposed by the Building Management Committee.
- (b) The Body Corporate must appoint one (1) representative to represent and vote for its interest at meetings of the Building Management Committee. If no representative has been appointed by the Body Corporate, then the representative shall be the Chairperson of the Body Corporate as appointed from time to time.
- (c) Nothing in these by-laws gives an Owner or Occupier consent to do anything which is prohibited or regulated by the Building Management Statement or object to the Building Management Statement or anything done by the Building Management Committee pursuant to the Building Management Statement.
- (d) A consent under these by-laws does not relieve an Owner or Occupier from any obligation to obtain consents under the Building Management Statement.
- (e) Where there is an inconsistency between a by-law and the Building Management Statement, the Building Management Statement prevails and the Body Corporate must amend the inconsistent by-law to make it consistent with the Building Management Statement.
- (f) Each Owner and Occupier agrees not to object to any application by the Body Corporate to a government authority or other regulatory body for an approval or permit in respect of the use of the a lot governed by the Building Management Statement, or to any lawful use of any other lot governed by the Building Management Statement, including any use of premises within a lot for pubs, restaurants and/or bars, and any reasonable noise created as a result of that use.
- (g) A by-law may be added to the Community Management Statement, varied or cancelled by the Body Corporate only if:
  - (i) the Body Corporate complies with any provision in the Building Management Statement regarding, adding, varying or cancelling the by-law;
  - (ii) the Body Corporate consults with the Building Management Committee before making the addition, variation or cancellation; and
  - (iii) the addition, variation or cancellation does not conflict with the Building Management Statement.

**4. Noise, Nuisance and Behaviour**

- (a) An Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
  - (i) Causes a nuisance or hazard;
  - (ii) Interferes unreasonably with the use and enjoyment of another Lot; or
  - (iii) Interferes unreasonably with the use or enjoyment of the Common Property.

**5. Smoking**

- (a) An Owner, Occupier or Invitee must not Smoke on the Common Property.
- (b) An Owner, Occupier or Invitee must not Smoke anywhere on Scheme Land (including, but not limited to, on Common Property and within a Lot (including on a balcony, terrace or courtyard of a Lot)) so as to:
  - (i) Cause a nuisance or hazard to another Owner, Occupier or Invitee;
  - (ii) Interfere unreasonably with the use and enjoyment of another Lot; or
  - (iii) Interfere unreasonably with the use or enjoyment of the Common Property, including the Recreation Facilities.
- (c) Any Smoke drift caused by an Owner, Occupier or Invitee's must not cause an unreasonable interference, nuisance and/or hazard to another Owner, Occupier or Invitee's use and enjoyment of another Lot or Common Property (including, however not limited to, the Recreation Facilities).

**6. Observance of these By-Laws**

- (a) The duties and obligations imposed by these by-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, Invitees and licensees of such Owner or Occupier.
- (b) An Owner whose Lot is subject to a tenancy agreement, licence or lease must take all reasonable steps to ensure that the tenant, licensee or lessee is aware of and will comply with the by-laws.
- (c) An Owner or Occupier of a Lot must take all reasonable steps to ensure that his/her Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (d) Invitees of an Owner or Occupier are not permitted to bring pets onto the scheme without the prior written approval of the Body Corporate.

**7. Lots Under Tenancy**

- (a) If an Owner's Lot is under a tenancy/tenant agreement, meaning that it is being let to an Occupier, the Owner and/or its duly appointed property manager/agent or whoever manages the tenancy, must, as soon as practically possible after the tenancy agreement has been executed by both parties, provide the Body Corporate and/or the Caretaker with the following:
  - (i) The full names of the tenants as they appear on the tenancy agreement;
  - (ii) The nominated address for service of the tenant;
  - (iii) The term of the tenancy;
  - (iv) The name and service address of the owners' letting agent for the tenancy;
  - (v) The description and registration numbers of Vehicles to be parked on common property;
  - (vi) Details of any pets approved under by-law 35; and
  - (vii) Any other information the Body Corporate considers reasonably necessary.

**8. Zoning**

- (a) Occupiers and Owners must ensure strict compliance with Local Council zoning requirements set forth for the Body Corporate and location of same, including however, not limited to:
  - (i) The use of their lot;
  - (ii) Number of habitable spaces; and
  - (iii) Over-crowding.

**9. Zero Tolerance Policy**



- (a) The Body Corporate has a Zero Tolerance Policy to promote an amicable and secure community environment for the peaceful enjoyment of all Occupiers and protect the Rive Apartments brand name in the real estate market.
- (b) The policy is embodied in 3 core principles:
  - Respect: That the rights and dignity of people are honoured and defended.
  - Justice: That people are treated fairly.
  - Beneficence: That no harm is done to others and the vulnerable are protected.
- (c) The by-laws impose duties and obligations on Occupiers to ensure that no conduct interferes with the peaceful enjoyment of others. Dysfunctional behavior which includes but is not limited to aggression, bullying, discourtesy, discrimination, excessive noise, harassment, intimidation, threats and vandalism, will not be tolerated.

#### 10. Communications

- (a) Occupiers shall ensure that their communication with the Body Corporate (or extensions thereof) is sent in accordance with rules as set by the Body Corporate from time to time.
- (b) The Body Corporate is permitted to disregard any communications that it reasonably considers fails to comply with the rules set by the Body Corporate under clause (10) (a).
- (c) The Body Corporate is not required to acknowledge receipt of any written communication.
- (d) The Body Corporate must act reasonably in determining whether any communication requires a response, including considering whether the communication repeats a matter addressed in previous communications.

#### 11. Telephone Communication with the Body Corporate

- (a) Telephone communication (including leaving voicemails or text messages) may only be made in the event of a genuine emergency or where the Body Corporate (or extensions thereof) expressly invited it.
- (b) Telephone communication may only be made to a telephone number expressly nominated for that purpose by the Body Corporate and/or the Caretaker.
- (c) Other than in circumstances above, all communication with the Body Corporate must be in written form and addressed only to the postal or email address nominated for that purpose by the Body Corporate and comply with this by-law.

### VEHICLES, PARKING & PATHWAYS/DRIVEWAYS

#### 12. Vehicles

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, park a Vehicle or allow a Vehicle to stand on the Common Property or any easement area to which the Body Corporate has use.
  - (i) Approval under this by-law must state the period for which it is given.
  - (ii) However, the Body Corporate may cancel an approval under by-law 12(a) by giving seven (7) days written notice to the Owner or Occupier.
- (b) By-law 12(a) does not apply to Owners or Occupiers who have obtained and hold a valid Rive Apartments visitor parking permit for the parking of a Vehicle in the visitor's carpark and are complying with any terms or obligations under that permit including but not limited to displaying the permit on the dashboard of the Vehicle while parked in the visitor's carpark.
- (c) Owners, Occupiers and Invitees who park a Vehicle on Scheme Land acknowledge that they do so at their own risk. To the extent permitted by law, the Body Corporate will not be held liable for any costs or actions associated with use of these facilities.
- (d) To assist the enforcement of compliance with by-law 12, the Committee may authorise the Caretaker to undertake functions on its behalf, other than the appointment of a company under by-laws 12(l) and 12(l) or the ability to enter into a Towing Services Agreement under by-law 12(m).
- (e) An Owner must not lease, with the exception of any car parking spaces included in any tenancy agreement, any car parking space without prior written approval of the Body Corporate.
- (f) Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property.

- (g) Owners and Occupiers and their Invitees shall observe all parking or road rules sign posted on the Common Property including but not limited to the 10 km/hr speed limit.
- (h) An Occupier shall not, without the prior approval of the Body Corporate:
  - (i) Wash Vehicles on the Common Property driveway (in the interests of ensuring that the Common Property driveway remains unobstructed and available for use by Occupiers);
  - (ii) Drive or permit to be driven any Large Vehicles over Common Property without the prior approval of the Body Corporate, except for in the circumstances that it is permitted under the Building Management Statement;
  - (iii) Park, stand or permit a Vehicle to park or stand on the area of Common Property immediately in front of the bin room designated by the Body Corporate for the disposal of garbage under by-law 23;
  - (iv) Park, stand or permit a Vehicle to park or stand on the area allocated for parking to the Lots as specified in the Building Management Statement.
  - (v) Permit any Invitees' Vehicles to be parked on the roadway forming part of the Common Property at any time;
  - (vi) Permit any boat, trailer, caravan, jet ski, motorbike, camper trailer campervan or mobile home (or the like) on Common Property or on a Lot unless it is parked within the boundaries of the Owner/Occupier's designated parking area (meaning the Owner or Occupier's exclusive use car space); or
  - (vii) Conduct repairs or other works on any vehicle on the Common property driveway or parking areas, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.
- (i) The Body Corporate reserves its rights for any Vehicle found to be in breach of this by-law to be towed away at the Owner/Occupier's expense.
- (j) In the event that an Owner or Occupier breaches by-law 12(a) the Body Corporate may, at its discretion and via its duly appointed Committee, authorise and appoint a company (**the Company**) or other authorised person appointed by the Body Corporate to place a notification (**the notification**) on the offending Vehicle requesting the Owner or Occupier remove the offending Vehicle from the prohibited area, within 24 hours.
- (k) In this event, the Body Corporate and its duly appointed Committee will not be responsible for any further actions associated with the placement of the notification. Any dispute will be a matter exclusively between the Owner or Occupier and the Company.
- (l) In the event that an Owner or Occupier continues to breach by-law 12(a) by failing to remove the offending Vehicle (irrespective of the notification being given), the Body Corporate may, at its discretion and via its duly appointed Committee, authorise and appoint the Company to carry out the removal of the offending Vehicle from the Scheme Land. In this event the Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such Vehicle. Any dispute will be a matter exclusively between the relevant Owner or Occupier and the Company or the other authorised person appointed by the Body Corporate.
- (m) Pursuant to by-law 12(l), the Body Corporate may, at its discretion and via its duly appointed Committee, enter into a Towing Service Agreement with the appointed Company.
- (n) The Body Corporate and its duly appointed Committee will not be held liable for any charges, costs or invoices associated with the Company's services. The matter will be exclusively between the relevant Owner or Occupier and the Company.
- (o) The Body Corporate and its duly appointed Committee will not be held liable for any action performed pursuant to the abovementioned by-laws.

### 13. Personal Mobility Devices

- (a) An Owner or Occupier of a Lot must not bring and/or utilise a Personal Mobility Device without prior written approval of the Body Corporate.
- (b) An Owner or Occupier of Lot must not charge a Personal Mobility Device through the use of the Common Property power source of the Scheme without prior written approval of the Body Corporate.

### 14. Obstruction

- (a) An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

**15. Pathways and Driveways and Shared Arrangements**

- (a) The pathways, boardwalks and drives on the land and any easement giving access to any part of the Scheme Land shall not be obstructed by any of the Owners or Occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no Owner or Occupier shall park or permit to be parked any Vehicle or water craft so as to prevent the passage of other Vehicles over the said pathways, drives and easements.
- (b) If the Body Corporate has the benefit of any easement area/s or facility sharing agreement/s, then these by-laws shall apply to each Owner and Occupier, as far as practicable, to the areas the subject of the easement area/s and facility sharing agreement/s.

**16. Notice of accidents**

- (a) If an Owner or an Owner's agent, Occupier, contractor or Invitee is involved in an accident on the Common Property, the Owner must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

**17. Bicycles**

- (a) Bicycles shall only be stored in bicycle racks provided by the Body Corporate (if any) or in the Owner's car park space, and must be locked to prevent theft.
- (b) Bicycles may only be brought into and out of the Scheme by way of the car park entry.
- (c) Bicycles are not permitted to be taken into any lift or Lot in the Scheme without the prior approval of the Body Corporate.

**DEALINGS WITH COMMON PROPERTY****18. Damage to Lawns, etc on Common Property**

- (a) The Owner or Occupier of a Lot must not:
  - (i) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (ii) Use a part of the Common Property as a personal garden without prior Body Corporate approval.
- (b) Approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under by-law this by-law by giving seven (7) days written notice to the Owner or Occupier.
- (d) An Owner or Occupier must not place any pot plants or other items on the Common Property.

**19. Damage to Common Property**

- (a) 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.
- (b) However an Owner or Occupier may install a locking or safety device to protect the Lot against intruders or a 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.
- (c) The Owner or Occupier of the Lot must keep a device installed under By-Law 19(b) in good order and repair.
- (d) Any damage caused by an Owner or Occupier or their Invitee must be appropriately and satisfactorily repaired by the Owner and/or Occupier.

**20. Fire Doors**

- (a) A person must not alter a fire door (including all unit entry doors which are classified as fire doors) in any way unless the prior written consent of the Body Corporate has been obtained. Such consent shall not be given unless the Body Corporate is satisfied that the alterations to the fire door:
  - (i) Strictly comply with the relevant legislation and subordinate legislation pertaining to fire door compliance; and
  - (ii) Do not, in any way, affect insurance policies in place for the Scheme.

**21. Fire Alarm Triggering**

- (a) An Owner or Occupier of a Lot must not falsely trigger any of the designated fire alarms on the Scheme, and must take reasonable measures to ensure that the risk of a fire alarm being triggered is minimised.
- (b) An Owner or Occupier must maintain their Lot and all of its inclusions in a good condition so as to not trigger a false fire alarm.
- (c) If an Owner or Occupier triggers a false fire alarm, then they adopt the position of the Body Corporate with respect to the triggering of that fire alarm.

**22. Depositing Rubbish, etc, on Common Property**

- (a) Subject to the requirements for garbage disposal under by-law 23, an Owner or Occupier of a Lot must not deposit or throw upon the Common Property any rubbish, cigarette butts, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property.

**23. Garbage Disposal**

- (a) The Owner or Occupier of a Lot must:
  - (i) Dispose of all garbage in the receptacles/bins provided by the Body Corporate for the disposal of garbage;
  - (ii) Ensure that all garbage placed into the Body Corporate's bins (excluding recyclable items) is properly bagged;
  - (iii) Comply with all rules approved by the Committee from time to time with respect to disposal of garbage, in particular with respect to the use of any garbage bins/receptacles including those on the Common Property or those to which the Body Corporate has use;
  - (iv) Comply with all government local laws about the disposal of garbage;
  - (v) Ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots;
  - (vi) Ensure that empty bottles, boxes, used containers and similar are disposed of in the recycling bin and boxes are flattened;
  - (vii) Ensure that all rubbish is disposed of in a manner so as not to emit any foul odour;
  - (viii) Ensure that no bulky items, including but not limited to items of furniture, are left at or near the receptacle bins. It is the Owner or Occupier's obligation to arrange suitable disposal of bulky items outside of the Scheme Land;
  - (ix) Ensure that cigarette butts are properly extinguished before being disposed of; and
  - (x) Ensure that receptacle bins are not over filled.

**24. Improper Resumption of Common Property**

- (a) An Owner or Occupier must not, without the written approval of the Body Corporate:
  - (i) Use, take, or in any other way acquire any part of the Common Property for their sole or exclusive use unless authorised by the appropriate resolution of the Body Corporate and subsequent by-law;
  - (ii) Improperly take control, acquire or resume in any way part of Common Property;
  - (iii) Interfere with the lawful use and enjoyment of the Common Property by other Owners or Occupiers.

**LOTS, MAINTENANCE, RENOVATIONS AND APPEARANCE****25. Maintenance of Lots**

- (a) Subject to any other by-law to the contrary, an Owner or Occupier of a Lot will:
  - (i) Be responsible for the proper maintenance of his/her Lot;
  - (ii) Maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof); and
  - (iii) Maintain the interior of his/her Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (b) The Body Corporate may give written notice to an Owner or Occupier of a Lot requiring that:

- (i) The improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
  - (ii) The obligations under this by-law be complied with,
- and if such notice has not been complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of that notice, the Body Corporate may, in its absolute discretion, cause the works to be made.

**26. Use of Lots**

- (a) All Lots shall be used for residential purposes.
- (b) Despite subsection (a), any Lot owned or occupied by the Caretaker may be used for the purpose of providing:
  - (i) building management services; and/or
  - (ii) letting and sales services, provided the Owner of that Lot is the Caretaker or a related entity to the Caretaker.
- (c) If permitted by the Local Government, an Owner or Occupier may use a Lot for a Home Occupation. However, the Owner or Occupier must do so in accordance with the relevant laws and rules of the local government, with the exception of the Caretaker.
- (d) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Body Corporate.

**27. Storage Areas**

- (a) The storage areas indicated on the approved drawings are to be used only for the purpose of storage and not for any other use.
- (b) Unenclosed car parking spaces must not be used for storage, except storage of household furniture and belongings in a storage device permitted with the approval of the Body Corporate.

**Alterations to Lots****28. Application Process**

- (a) Where an Owner proposes to carry out work which will either alter the exterior of any Lot or fall into the definition of a Renovation, that Owner shall supply details of the proposed Renovation to the Body Corporate for approval including:
  - (i) Detailed drawings (i.e. architectural, structural engineering, hydraulics, electrical and fire services etc.);
  - (ii) Detailed descriptions of Renovations (i.e. plumbing, cables, wiring, flooring, installing air-conditioning, etc.);
  - (iii) Contractors' names, license and insurance details; and
  - (iv) Dates of proposed works.
- (b) In considering the application the Body Corporate may have regard to:
  - (i) Previous approvals in the Scheme for similar works;
  - (ii) Previous approvals given the Owner and his/her compliance with same;
  - (iii) Request further information from the Owner reasonably required to make a decision;
  - (iv) Reasonable conditions on the Owner.
- (c) Any approval given will be strictly conditional on the Owner obtaining the necessary (if any) Council (or local government or authority) approval for same.
- (d) If the Owner fails to adhere to the conditions imposed by the Body Corporate or fails to obtain Council (or the like) approval the Body Corporate may withdraw the approval granted immediately after a reasonable notice period is given to the Applicant to remediate.
- (e) If the Owner's application is not approved then the Body Corporate may provide a reasonable notice period to the Applicant to update and resubmit their application.

**29. Rules for Renovations, etc**

- (a) Any Renovation of any Lot must comply with the following and shall not commence until written approval has been received from the Body Corporate.
- (b) Without the prior approval of the Body Corporate:
  - (i) Contractors are permitted on site only between 6.30am to 6.30pm Monday to Saturday. No work is to be carried out on public holidays or Sundays.
  - (ii) Trade and construction noise is only permitted between 7:00am and 5:00pm Monday to Friday.
- (c) The Owner shall give notice in writing to the Body Corporate seven (7) days prior to commencing work so that other Occupiers of the Scheme may be informed.
- (d) An Owner must ensure that all work is carried out by qualified trades people, who are appropriately licensed and insured as required under appropriate legislation, with at least \$10 million public liability insurance. It is the responsibility of the Owner to obtain copies of such documentation. A copy of the Certificate of Currency of insurance must be provided to the Body Corporate before any works are commenced.
- (e) Owners must:
  - (i) Ensure that Workplace Health and Safety Regulations relating to renovations or removals are complied with always, and all work is conducted in accordance with the National Construction Code (NCC), relevant Australian Standards, all relevant laws and regulations, codes of practice, and the Body Corporate by-laws.
  - (ii) Obtain all relevant local authority approvals and submit evidence of the approvals to the Body Corporate prior to commencing work.
  - (iii) Cause the daily removal of all trades waste associated with the renovation work from the Scheme and shall not use the Body Corporate rubbish bins for this purpose.
  - (iv) Ensure the stair wells, entrance hallway floor(s), carpets and/or any other affected areas of common property are cleaned while work is being carried out in their Lot. Stairwells and entrance hallway(s) are cleaned daily, and it is expected that they remain this way for other Occupiers. Adequate protection such as old carpet shall be used to protect entrance hallway floorings, garage floorings and all Common Property.
- (f) If work includes alterations to the original layout of the unit, or structural alterations of any kind, then the Owner shall, at his/her own cost, obtain certification from a relevantly qualified person nominated by the Body Corporate, that the works will not affect the structural integrity of the building.
- (g) An Owner shall ensure that the operation of all fire safety equipment including fire sprinkler systems in the unit are not impeded in any way by the renovations and the Owner shall at the end of the works provide the Body Corporate a fire safety inspection certificate to this effect.
- (h) No work shall be carried out which interferes with the fire protection services of the building without the prior approval of the building's fire services provider. This requirement includes certified fire rated doors. This work includes all changes to layout and ceiling heights.
- (i) Bathroom renovations shall be waterproofed across the whole floor and full height of walls in shower recesses and above baths in accordance with relevant construction codes. Written certification shall be provided upon completion.
- (j) If required to do so by the Body Corporate an Owner shall enter into a renovation agreement in writing in the format required by the Body Corporate prior to commencement of the renovation. The renovation agreement may include, but not be limited to, the following:
  - (i) What works and renovations have been agreed to by the Body Corporate;
  - (ii) When the works will be carried out;
  - (iii) Date of completion;
  - (iv) Agreed contractors;
  - (v) Any conditions of the consent; and/or
  - (vi) The Owner's obligations regarding Common Property.
- (k) An Owner must allow persons nominated by the Body Corporate to inspect the renovation within fourteen (14) days of completion of work to ensure full compliance with this by-law and any renovation agreement. If, on inspection, the Body Corporate inspects issues within the Renovation Work the Owner must appease

the Body Corporate's concerns via discussions with its trades or remediate the issues as soon as possible, the terms of any agreement in relation to the remediation of the items must be recorded in writing.

- (l) An Owner or Occupier of a Lot will allow the Body Corporate and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this by-law provided that the Body Corporate gives the Owner or Occupier the statutory period provided for notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this by-law.

### 30. Hard Flooring

- (a) The Body Corporate requires that each Owner maintains a high standard of soundproofing in their Lot. As such, the following will apply to any application regarding changes to the floor coverings in Lots, or part of Lots.
- (b) Owners may replace any carpet laid in the Lot with carpet (so long as it is laid with suitable acoustic underlay), but must not, without obtaining written consent of the Body Corporate:
  - (i) Replace carpet with tiles, timber, marble, hybrid, vinyl or other hard flooring material ("**hard flooring**"); or
  - (ii) Replace existing hard flooring with another kind of hard flooring; or
  - (iii) Install hard flooring over existing floor coverings (such as installing tiles over tiles); or
  - (iv) Remove the existing floor coverings without installing replacement floor coverings.("Hard Flooring Works").
- (c) The Body Corporate will provide an Owner with its consent for Hard Flooring Works ("**the Approval**") if:
  - (i) A written proposal is given by the Owner to the Body Corporate setting out the type and specifications of the materials to be used, together with the details of sound-proofing materials to be applied;
  - (ii) The Owner provides the Body Corporate with evidence from a suitably qualified acoustic expert which satisfies the Body Corporate that the proposed hard flooring will, as far as reasonably practicable, not cause a nuisance or sound disturbance to other Lot Owners and achieve the relevant standard set in the Building Code of Australia (the **Building Code Standard**)
  - (iii) The Owner provides the Body Corporate with any other evidence or information reasonably requested by the Body Corporate to satisfy itself of the Hard Flooring Works.
- (d) Where the Body Corporate grants an Approval, the Owner must comply with the terms of that Approval.
- (e) If a Hard Flooring Works proposal requires the consent of the Committee and that consent is refused, then an Owner may amend the proposal (for example, by improving the proposed sound-proofing materials) and re-submit it for the consideration of the Committee.
- (f) Upon completion of the Hard Flooring Works, the Owner must arrange for an inspection of the Hard Flooring Works by an authorised member of the Body Corporate to ensure that the completed hard flooring complies with the terms of the Approval (including as regards the sound level of the completed hard flooring).
- (g) If there are reasonable concerns that the sound level of the completed hard flooring does not meet the Building Code Standard, the Owner must, if reasonably requested by the Body Corporate:
  - (i) Engage a suitable acoustic expert (at their cost) to undertake testing on the installed hard flooring to measure the impact sound transmission of the hard flooring; and
  - (ii) Provide the Body Corporate with the acoustic specialist's report within 7 days of receiving it.
- (h) If the sound level of the completed works is determined not to meet the Building Code Standard, the Owner must, within a reasonable time and at its cost, cause the removal of the hard flooring and/or have any necessary procedures or additional works undertaken (which must be approved by the Body Corporate) in order for the hard flooring to meet the Building Code Standard.
- (i) On the completion of any such additional procedures or works, the Body Corporate may reasonably request the Owner:
  - (i) Engages a suitable acoustic expert (at their cost) to undertake a further test on the installed hard flooring to measure the impact sound transmission of the hard flooring to ensure it complies with the Building Code Standard; and
  - (ii) Provide the Body Corporate with the further acoustic specialist's report within 7 days of receiving it.

- (j) The preceding 2 paragraphs will continue to apply until the installed hard flooring meets the Building Code Standard.
- (k) An Owner must comply with all conditions imposed by the Body Corporate and any other by-laws herein when granting its Approval, including any conditions which are imposed by the Body Corporate to prevent or minimise any nuisance or sound disturbance being caused to other Owners or Occupiers due to the installation or use of the hard flooring.
- (l) If an Owner fails to comply with the terms of this by-law, then the Owner must, upon receiving written notice from the Body Corporate, remove the hard flooring from the Lot (at their cost). Any replacement flooring must comply with the by-laws (including this by-law).
- (m) In addition to complying with the relevant Approval and any associated conditions, hard flooring installed pursuant to this by-law must:
  - (i) Be installed in accordance with the specifications laid down by the manufacturer of the hard flooring product;
  - (ii) Be installed by appropriately qualified tradespersons; and
  - (iii) Comply with the Australian Standards and legislation at the time that the hard flooring is laid.
- (n) The granting of any approval by the Body Corporate of the Body Corporate does not in any way relieve an Owner of their responsibility under any other by-laws or the nuisance provisions in the Act.
- (o) Should there be an increase in the Body Corporate's insurance premiums due to the new flooring, the Owner will be responsible for same.

**31. Water Apparatus**

- (a) An Owner or Occupier of a Lot will see that all water taps on his/her Lot are properly turned off after use.
- (b) All water apparatus including water pipes and drains in each Lot must not be used for any purpose other than the purpose for which they were constructed or installed.

**32. Appearance of lot**

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the Lot, including without limitation a change to the colour of the exterior of the Lot.
- (b) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
  - (i) Hang washing, bedding, or another article if the article is visible from another lot or the Common Property or from outside the Scheme Land; or
  - (ii) Display a 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; or
  - (iii) Store an item, other than outdoor living furniture (including however not limited to outdoor table, chairs and lounges specifically made for outdoor use), a barbeque and plants on any balcony, deck, private yard or patio like area if the article is visible from another lot, the Common Property or from outside the Scheme land.
- (c) An Owner or Occupier shall not install, renovate, and/or replace curtains visible from outside any Lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds, window tinting or other Window Coverings may be installed unless the colour and design of same are approved by the Body Corporate. In giving such approvals the Body Corporate shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building.
- (d) An Owner or Occupier shall ensure that outdoor furniture used presents a uniform appearance when viewed from outside the building and the appearance of the balcony does not detract from the amenity of the Scheme.
- (e) No external blinds or shutters shall be erected without the prior written approval of the Body Corporate.
- (f) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.
- (g) Under no circumstances are items to be hung on the balcony balustrade.

**33. Balconies**



- (a) An Occupier must ensure balconies and/or courtyards are kept in a clean and tidy manner, including, however not limited to:
  - (i) Ensuring that items are kept in an organised and visually appealing manner;
  - (ii) The balcony and/or courtyard is overall visually appealing.
- (b) An Occupier of a Lot which contains a balcony or courtyard, will be responsible for maintenance or otherwise of any pot plants or planter box(es) located on the balcony or courtyard.
- (c) An Occupier must ensure that all trees, shrubs, creepers and plants in or on any balcony or courtyard or any, pot or planter box contained on their Lot:
  - (i) Do not extend beyond the boundaries of the Lot; and
  - (ii) Do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (d) An Occupier must take care when watering or carrying out maintenance so as to cause minimum disturbance to any other Owner or Occupier, including however not limited to, ensuring that all plants have drainage trays to prevent leakage to other balconies, Lots or Common Property and ensure to water plants in a manner which avoids leakage onto below balconies, Lots or Common Property.
- (e) An Owner or Occupier of a Lot shall not throw (or place in a position where it may fall, or allowed to be thrown), any dirt, dust, cooking materials, paper, cigarette butts, waste, food, or refuse of any kind out of or from windows, balconies, stairways or walkways.
- (f) An Owner or Occupier of a Lot shall not feed birds out of or from windows, balconies, stairways or walkways.
- (g) An Occupier must ensure that the cleaning or use of their balconies must not cause a nuisance, interfere with the use and enjoyment of their lot or create a hazard to other below or neighbouring Lots.
- (h) Should an Occupier, during the process of cleaning their balcony(s), damage or cause water to traverse into/onto below lots or balconies, it will be the Occupier's responsibility to clean/repair same.

#### **34. Heating and Cooling of Lots**

- (a) An Owner and/or Occupier is not permitted to install an individual air conditioning unit to the outside of a Lot.

### **OWNER/OCCUPIER OBLIGATIONS**

#### **35. Keeping of Animals**

- (a) An Occupier must not, except with the Body Corporate's written approval:
  - (i) Bring or keep an animal on a Lot or the Common Property; or
  - (ii) Permit an Invitee to bring or keep an animal on a Lot or the Common Property.
- (b) An approval given under this by-law may be given on conditions, as the Body Corporate considers reasonable and appropriate in the circumstances.
- (c) In seeking approval, an Occupier must provide to the Body Corporate such information which the Body Corporate reasonably requests in order to consider the application, including (however not limited to) information going to the animal's species, colour, name, health, history, registration and vaccination status, and exhibited behaviours.
- (d) In addition, any approval will always be subject to the following conditions:
  - (i) The animal must be kept within the Lot and/or exclusive use area (ensuring however that the animal does not cause a nuisance to other Occupiers and is suitably contained within such area);
  - (ii) The animal must be restrained or carried when leaving or entering the Lot;
  - (iii) The animal must not be allowed to urinate or defecate on Common Property;
  - (iv) The animal is not permitted in the Swimming Pool or Gymnasium;
  - (v) The animal must be domesticated;
  - (vi) The animal must be toilet trained;
  - (vii) Any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;

- (viii) The animal must be kept free of vermin and disease;
  - (ix) The animal must be properly groomed;
  - (x) If requested by the Body Corporate, the owner of the animal must supply a veterinary certificate as to the animal's health;
  - (xi) The animal must not make any noise or cause any disturbance that is likely to interfere with the enjoyment of the Occupier of another Lot or any person lawfully using the Common Property;
  - (xii) All local government requirements must be complied with as regards the animal (including as regards registration of the animal).
- (e) An Occupier must comply with any reasonable request of the Body Corporate to ensure that all applicable conditions of approval are met. If any conditions are not met, the approval may be withdrawn by the Body Corporate, however the Body Corporate must first give the Occupier a reasonable opportunity to respond to any contravention of the conditions.
- (f) Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
- (g) An application for written approval for an animal under by-law 35(a) by an Occupier, who is not the Owner, must be accompanied by a consent from the Owner of the Lot.
- (h) This by-law does not apply to a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
- (i) Where an animal is approved pursuant to this by-law, that approval will not apply to any replacement or additional animal/s. Upon the passing of a prior approved pet the Owner/Occupier must seek a new approval for any future animal.
- (j) Prior approvals given will not be affected by this by-law.

**36. Notice of Health and Safety Issues**

- (a) An Occupier must immediately provide notice to the Body Corporate of any:
- (i) Infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Body Corporate; and
  - (ii) Any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his/her knowledge and the Body Corporate will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings in the Body Corporate as often as may be necessary.
- (b) All required and advised actions and directions by Queensland Health or any other relevant government authority must be complied with.

**37. Fire Control**

- (a) An Occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (b) The Body Corporate and an Occupier must, in respect of the Common Property or the Lot, (as the case may be):
- (i) Consult with any relevant government agency as to an appropriate fire alarm and fire sprinkler system for the Common Property or the Lot;
  - (ii) Ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from any Lot to the satisfaction of all relevant government agencies; and
  - (iii) Ensure compliance with fire laws in respect of the Common Property or the Lot.
- (c) Owners must ensure that its tenants, guests and Invitees are made aware of the fire evacuation plan, the location of the fire safety equipment.
- (d) In circumstances where an Occupier is conducting a business or undertaking from the premises (pursuant to the definition of a 'person conducting a business or undertaking' ("PCBU") in the *Workplace Health and Safety Act* ("WHS Act")) they must ensure that they comply with their duties under the WHS Act, including however not limited to:

- (i) Provision and maintenance of a work environment without risks to health and safety;
  - (ii) Provision and maintenance of safe plant and structures;
  - (iii) Provision and maintenance of safe systems of work; and
  - (iv) Provision of adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities.
- (e) If an Occupier is operating an PCBU from its premises it must seek independent legal (or the like) advice regarding its obligations under the WHS Act.

**38. No Fire Risks**

- (a) An Owner or Occupier of a lot shall not bring to, do or keep anything in his/her Lot which shall increase the rate of fire insurance on the building or any property on Scheme Land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.

**39. Storage of Flammable Liquids / Fire Risk**

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- (b) 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.
- (c) However, this by-law does not apply to:
- (i) the storage of fuel in a fuel tank of a vehicle, boat or internal combustion engine;
  - (ii) the storage of fuel in 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; or
  - (iii) gas cylinders used for domestic barbecues within a Lot by the Owner or Occupier.

**40. Auction Sales**

- (a) An Owner or Occupier of a Lot must not permit any auction sale to be conducted or to take place in his/her Lot or upon the Common Property without the prior approval in writing of the Body Corporate.
- (b) An Owner or Occupier of a Lot must not permit signage in relation to sale or rental of a Lot on Common Property or on the Lot without the prior approval of the Body Corporate.

**41. Contractors**

- (a) An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Body Corporate shall be directed to the Body Corporate's Representative, who shall in turn refer the same to the Body Corporate for determination.

**42. Insurance**

- (a) An Owner or Occupier of a Lot must not bring to, do or keep anything on his/her Lot (or the Common Property) which may increase the cost of insurance for the Body Corporate or prevent adequate insurance being obtained without the Body Corporate's written approval.

**43. Furniture Removals**

- (a) An Occupier or their property manager must provide the Body Corporate and/or the Caretaker with at least 3 business days' notice prior to either moving in or out of a property in the Body Corporate and whether they intend to use the main entry foyer of either tower in the Scheme to allow for proper measures to be put in place and protective lift covers to be installed in the lifts.
- (b) An Occupier must take adequate measures to minimise potential damage to Common Property.
- (c) The removalist truck must be parked in the location specified by the Body Corporate and/or Caretaker and in a manner which does not disturb other Occupiers' ingress and egress from the Body Corporate.
- (d) All moving of furniture and other material in and out of the Scheme, regardless of size, must be booked through the Caretaker, who will nominate a time and lift to be used for the purpose of such moving.
- (e) The main entry foyer of each of the towers in the Scheme must not be used for moving purposes, unless authorised by the Body Corporate and/or the Caretaker.

**BODY CORPORATE OBLIGATIONS****44. Security**

- (a) The Body Corporate may take all reasonable steps to ensure security within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:
  - (i) Close off any part of the Common Property not required for ingress or egress to a Lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by Owners or Occupiers of any such part of the Common Property;
  - (ii) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners and Occupiers generally) as a means of monitoring the security and general safety of the parcel;
  - (iii) Obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on Common Property and used in connection with the provision of security for the Scheme shall be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) An Owner or Occupier must ensure that all doors and windows to their Lot that are reasonably accessible are securely fastened when the Lot is left unoccupied.
- (d) The Body Corporate shall not be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one (1) days' notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be at the cost and expense of the Owner of a Lot.
- (e) An Occupier shall not disclose to any party any information or do anything which may in any way adversely affect any security system which may apply to the Lots or the Common Property.

**45. Security Keys**

- (a) If the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, it may make such a number of keys or operating systems as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers thereof available to Owners upon payment of such reasonable charge therefor as may be determined from time to time by the Body Corporate.
- (b) An Owner of a Lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Occupier) to ensure the return to the Owner or to the Body Corporate upon the Occupier ceasing to be an Occupier.
- (c) An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if same is lost or misplaced.
- (d) An Owner or Occupier must not obtain new or replace any key or operating system without the approval of the Body Corporate, which will be subject to any conditions of approval imposed by the Body Corporate from time to time.
- (e) An Owner or Occupier of a Lot shall exercise a high degree of caution and responsibility in using any applicable intercom system to allow access to Occupiers and Invitees. An Owner or Occupier of a Lot must make reasonable enquiries to ascertain the identity of the Invitee/Occupier requesting access before allowing same.

**46. Right of Access**

- (a) Where any utility infrastructure crosses through or over any part of a Lot in the Scheme or the Common Property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of

services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

- (b) The Body Corporate or an authorised person may enter a lot or an exclusive use area if the Body Corporate considers it reasonably necessary:
  - (i) To inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or
  - (ii) To carry out work the Body Corporate is authorised or required to carry out.
- (c) The Body Corporate may exercise its power under this by-law:
  - (i) In the case of an emergency, at any time (with or without notice of intended entry given to any person);
  - (ii) In the case of a non-urgent matter, after at least 7 days written notice has been given to the Owner or Occupier of the Lot.
- (d) An Owner, Occupier or person must not obstruct an authorised person who is exercising or attempting to exercise power to enter a lot or common property/exclusive use areas.

#### **47. Restricted Access to Car Parks**

- (a) So as to regulate the proper use of car parking areas within the building by those persons entitled to their use, the Body Corporate and/or the Building Management Committee may install and maintain Gates and similar devices across the driveway on the Common Property or any access driveways which restrict access provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card, or similar devices. Such Gates may also be subject to an intercom system.

#### **48. Supply of Electricity, Gas or Hot Water**

- (a) The Body Corporate has power to enter into agreement to:
  - (i) Purchase electricity;
  - (ii) Maintain security systems on or over the Common Property;
  - (iii) Install, operate, maintain and bill for the electricity used for the ducted air-conditioning;
  - (iv) Supply mains gas to Lots in the Scheme;
  - (v) Provide infrastructure for and maintain a centralised hot water service to all Lots in the Scheme; and
  - (vi) Provide cable television services, satellite and similar services to the Building on the terms of the installation of the equipment and allow a person to install cabling, wiring, ducting. Conduits, amplifiers, satellite dish and any other equipment to allow the provision of cable television services, satellite services and similar services to the Building.

#### **49. Visual Amenity**

- (a) The Body Corporate must maintain suitable screening to all air conditioning, lift motor rooms, and plant and service facilities located at the top of or on the external face of the building. The screen structures must be constructed from material that are consistent with material used elsewhere on the façade of the building.

### **RECREATION FACILITIES**

#### **50. Use of Recreation Areas**

- (a) An Owner and Occupier when using the Recreation Areas must adhere to by-laws 50 to 53 .
- (b) Alcohol is not permitted to be consumed in the Recreation Areas, except within the Barbeque Area.
- (c) Glass or glassware is not permitted to be brought into the Recreation Areas.
- (d) Invitees and guests shall not use the areas unless they are accompanied by an Occupier.
- (e) The Recreation Areas must not be used for commercial purposes.
- (f) Occupiers and Invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons.

- (g) All users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.
- (h) All users of the Recreation Areas comply with the signage posted around the areas.
- (i) An Owner or Occupier or Invitee of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas.
- (j) An Owner or Occupier or Invitee of a Lot must not cause damage to Common Property or Body Corporate assets and equipment.
- (k) An Owner or Occupier or Invitee of a Lot must not use the Recreation Areas in such a way as to cause a hazard or safety risk.
- (l) Owners, Occupiers and Invitees must leave the Recreation Areas clean and tidy after use.
- (m) Owners, Occupiers and Invitees must not bring animals into the Recreation Areas, with the exception of the barbeque area, subject to the *Guide, Hearing or Assistance Dogs Act 2009*.

**51. Swimming Pool**

- (a) The swimming pool must not be used between the hours of 9:00 pm to 7:00am..
- (b) Owners, Occupiers and Invitees who use the swimming pool facilities acknowledge that they do so at their own risk. To the extent permitted by law, the Body Corporate will not be held liable for any costs or actions associated with use of these facilities.
- (c) Children below the age of twelve (12) are not permitted to use or be present in the swimming pool area, unless accompanied by an adult exercising effective control over them.
- (d) An Owner and Occupier must use, and permit the use by its Invitees of, the swimming pool in a way which:
  - (i) Does not cause damage.
  - (ii) Does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise).
  - (iii) Does not interfere with the maintenance or upkeep of the pools or spa or the surrounding areas.
  - (iv) Does not cause a hazard or safety risk, remembering persons swim and use at their own risk.
  - (v) Ensures that the Owner, Occupier or their Invitees are appropriately supervised and the supervising person must be present within the fenced pool area with the child(ren).
  - (vi) Leaves the area clean and tidy after use.
- (e) An Owner and Occupier and its Invitees must not:
  - (i) Bring glass or breakable items into the swimming pool area.
  - (ii) Consume alcohol or food while in the swimming pool area.
  - (iii) Run in the swimming pool area, or jump or dive into the pool.
  - (iv) Make excessive noise in the swimming pool area.

**52. Gymnasium**

- (a) The gymnasium area must not be used between the hours of 9:00 pm to 6:00am..
- (b) Owners, Occupiers and Invitees who use the gymnasium facilities acknowledge that they do so at their own risk. To the extent permitted by law, the Body Corporate will not be held liable for any costs or actions associated with use of these facilities.
- (c) Children below the age of sixteen (16) are not permitted to use or be present in the gymnasium area, for safety reasons.
- (d) Owners, Occupiers and their Invitees may use the gymnasium on the following further conditions:
  - (i) When using the gymnasium, Owners, Occupiers and Invitees must:
    - A. Wipe down all equipment after use and ensure equipment is left in a clean and hygienic state;
    - B. Wear appropriate attire, including shirt and enclosed, flat shoes; and
    - C. Exercise care and caution when using the equipment so as to not cause damage to the equipment/machine, nor harm to themselves or any other person;

- D. Not throw or drop weights, or use them as a tool;
- E. Return all weights and other equipment to their appropriate places; and
- F. Notify the Body Corporate in the event that any equipment is broken and/or presents a hazard.
- (ii) For the safety of all persons using the gymnasium, Owners, Occupiers and their Invitees must not:
  - A. Bring glass or other breakable items into the gymnasium; or
  - B. Consume alcohol or food while in the gymnasium.

**53. Barbeque Area**

- (a) The barbeque area must not be used between the hours of 9:30 pm to 7:00am.
- (b) Owners and Occupiers may use the barbeque area, without any prior approval from the Body Corporate, on the following conditions:
  - (i) The Owner or Occupiers does not deface or cause any damage to the fixtures, fittings and facilities.
  - (ii) The Owner or Occupier properly and adequately cleans and tidies the area after use.

**54. Committee May Make Rules**

- (a) The Committee may, by passing a majority vote at committee level, make rules consistent with these by-laws relating to the Common Property (including, however not limited to, as to security and for the Recreation Facilities) unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the Owners.

**55. Exclusive Use**

- (a) The Owners of each Lot shall be entitled to the exclusive use for themselves and their licensees or invitees for the purposes mentioned in Schedule E and for no other purpose whatsoever for those parts of the Common Property which are delineated on the exclusive use plans annexed hereto detailed in Schedule E forming part of the CMS and marked with the corresponding numbers.
- (b) Subject to by-law 55(d) and 55(e), the Owner to whom such use has been granted shall be solely responsible for maintaining the area in a clean and tidy condition at all times, and in accordance with such directions as the Body Corporate may issue from time to time.
- (c) In the event that such Owner does not upkeep such areas, the Body Corporate shall be entitled, at the cost of the Owner, to enter into and maintain the same, and the cost thereof shall be a debt due by the Owner to the Body Corporate payable upon demand.
- (d) The Body Corporate will, at its expense, maintain any gardens in an exclusive use courtyard area, where such gardens form part of the boundary of the Common Property, and any stairwells that lead from outside the Scheme Land to the exclusive use courtyard area. To enable such maintenance, the Owner must allow a person appointed by the Body Corporate access to the courtyard area for such purposes.
- (e) Except as specifically provided in this clause, the Body Corporate shall retain and be responsible to satisfy all obligations on the Body Corporate in respect of maintenance and repair of the Common Property pursuant to the Act.

**SCHEDULE D      OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED****A. ARCHITECTURAL CODE**

- A.1 The Body Corporate, Owners and Occupiers must at all times comply with any Architectural Code implemented by the Building Management Committee under the BMS.

**NOTE:** Clause A.1 does not apply to the Original Owner.

- A.2 Owners and Occupiers are not (subject only to any statutory provisions to the contract) entitled to object to an Architectural Code or in the contents thereof.

**B. SERVICES LOCATION DIAGRAM**

- B.1 A Services Location Diagram is attached.

**C. STATUTORY EASEMENTS**

C.1 Each of the Lots in the Scheme may be affected by the following statutory easements pursuant to Sections 115M and 115S of the Land Title Act 1994 -

- (a) easements for support;
- (b) easements in favour of Lots for Utility Services and Utility Infrastructure;
- (c) easements in favour of Common Property for utility services and utility infrastructure; easements for shelter;
- (d) easements for shelter;
- (e) easements for projections; and
- (f) easements for maintenance or replacement of a Building on or close to the boundary of the lot.

C.2 The Common Property of the Scheme may be affected by the following Statutory Easements pursuant to Sections 115M and 115S of the Land Titles Act -

- (a) easements for support;
- (b) easements in favour of Lots for Utility Services and Utility Infrastructure;
- (c) easements in favour of Common Property for utility services and utility infrastructure;
- (d) easements for shelter;
- (e) easements for projections; and
- (f) easements for maintenance or replacement of a Building on or close to the boundary of the lot.

Lots on Plan or CP	Statutory Easements	Service Location Diagram
CP	Water reticulation or supply Electricity & gas supply Telephone service Sewer system Drainage	'A'
Lots 1 - 81 and Lots 83 - 92 on SP 243186 and Lots 93 - 94 on SP 259717 and Lot 95 on SP 243186	Water reticulation or supply Electricity & gas supply Telephone service Sewer system Drainage	'A'

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

Lot on Plan	Exclusive Use Purpose	Exclusive Use Area
Lot 1 on SP 243186	Carpark	Area 1A on Level C on Plan D
Lot 2 on SP 243186	Carpark	Area 2A on Level C on Plan D
Lot 3 on SP 243186	Carpark	Area 3A on Level C on Plan D
Lot 4 on SP 243186	Carpark	Area 4A on Level B on Plan C
Lot 5 on SP 243186	Carpark	Area 5A on Level C on Plan D
Lot 6 on SP 243186	Carpark	Area 6A on Level C on Plan D
Lot 7 on SP 243186	Carpark	Area 7A on Level B on Plan C
Lot 8 on SP 243186	Carpark	Area 8A on Level B on Plan C
	Storage	Area 8B on Level B on Plan C
Lot 9 on SP 243186	Carpark	Area 9A on Level B on Plan C
Lot 10 on SP 243186	Carpark	Area 10A on Level B on Plan C
Lot 11 on SP 243186	Carpark	Area 11A on Level B on Plan C
Lot 12 on SP 243186	Carpark	Area 12A on Level B on Plan C
Lot 13 on SP 243186	Carpark	Area 13A on Level B on Plan C



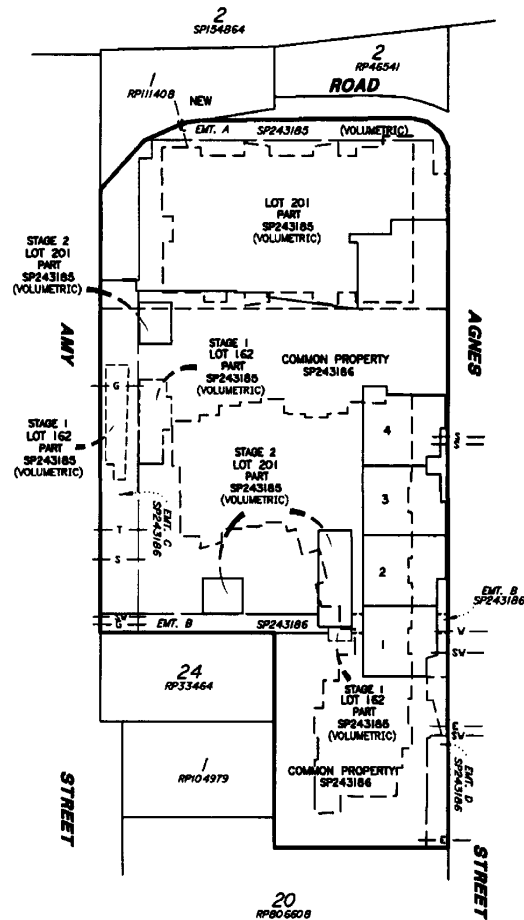
Lot 14 on SP 243186	Carpark	Area 14A on Level B on Plan C
Lot 15 on SP 243186	Carpark	Area 15A on Level B on Plan C
Lot 16 on SP 243186	Carpark	Area 16A on Level B on Plan C
Lot 17 on SP 243186	Carpark	Area 17A on Level B on Plan C
Lot 18 on SP 243186	Carpark	Area 18A on Level C on Plan D
Lot 19 on SP 243186	Carpark	Area 19A on Level C on Plan D
Lot 20 on SP 243186	Carpark	Area 20A on Level C on Plan D
Lot 21 on SP 243186	Carpark	Area 21A on Level B on Plan C
Lot 22 on SP 243186	Carpark	Area 22A on Level B on Plan C
Lot 23 on SP 243186	Carpark	Area 23A on Level B on Plan C
Lot 24 on SP 243186	Carpark	Area 24A on Level B on Plan C
Lot 25 on SP 243186	Carpark	Area 25A on Level B on Plan C
Lot 26 on SP 243186	Carpark	Area 26A on Level B on Plan C
Lot 27 on SP 243186	Carpark	Area 27A on Level B on Plan C
Lot 28 on SP 243186	Carpark	Area 28A on Level B on Plan C
Lot 29 on SP 243186	Carpark	Area 29A on Level B on Plan C
Lot 30 on SP 243186	Carpark	Area 30A on Level B on Plan C
Lot 31 on SP 243186	Carpark	Area 31A on Level B on Plan C
Lot 32 on SP 243186	Carpark	Area 32A on Level B on Plan C
Lot 33 on SP 243186	Carpark	Area 33A on Level B on Plan C
Lot 34 on SP 243186	Carpark	Area 34A on Level B on Plan C
Lot 35 on SP 243186	Carpark	Area 35A on Level B on Plan C
Lot 36 on SP 243186	Carpark	Area 36A on Level B on Plan C
Lot 37 on SP 243186	Carpark	Area 37A on Level B on Plan C
Lot 38 on SP 243186	Carpark	Area 38A on Level B on Plan C
Lot 39 on SP 243186	Carpark	Area 39A on Level B on Plan C
Lot 40 on SP 243186	Carpark	Area 40A on Level B on Plan C
	Storage	Area 40B on Level C on Plan D
Lot 41 on SP 243186	Carpark	Area 41A on Level B on Plan C
Lot 42 on SP 243186	Carpark	Area 42A on Level B on Plan B
Lot 43 on SP 243186	Carpark	Area 43A on Level B on Plan C
Lot 44 on SP 243186	Carpark	Area 44A on Level B on Plan C
Lot 45 on SP 243186	Carpark	Area 45A on Level B on Plan C
Lot 46 on SP 243186	Carpark	Area 46A on Level B on Plan C
Lot 47 on SP 243186	Carpark	Area 47A on Level B on Plan C
	Storage	Area 47B on Level B on Plan C
Lot 48 on SP 243186	Carpark	Area 48A on Level B on Plan C
Lot 49 on SP 243186	Carpark	Area 49A on Level B on Plan C
Lot 50 on SP 243186	Carpark	Area 50A on Level B on Plan C

Lot 51 on SP 243186	Carpark	Area 51A on Level B on Plan C
Lot 52 on SP 243186	Carpark	Area 52A on Level B on Plan C
Lot 53 on SP 243186	Carpark	Area 53A on Level B on Plan C
Lot 54 on SP 243186	Carpark	Area 54A on Level B on Plan C
Lot 55 on SP 243186	Carpark	Area 55A on Level B on Plan C
Lot 56 on SP 243186	Carpark	Area 56A on Level B on Plan C
Lot 57 on SP 243186	Carpark	Area 57A on Level B on Plan C
Lot 58 on SP 243186	Carpark	Area 58A on Level B on Plan C
Lot 59 on SP 243186	Carpark	Area 59A on Level B on Plan C
Lot 60 on SP 243186	Carpark	Area 60A on Level B on Plan C
Lot 61 on SP 243186	Carpark	Area 61A on Level B on Plan C
Lot 62 on SP 243186	Carpark	Area 62A on Level B on Plan C
	Storage	Area 62B on Level B on Plan C
Lot 63 on SP 243186	Carpark	Area 63A on Level B on Plan C
Lot 64 on SP 243186	Carpark	Area 64A on Level B on Plan C
Lot 65 on SP 243186	Carpark	Area 65A on Level A on Plan B
Lot 66 on SP 243186	Carpark	Area 66A on Level B on Plan C
Lot 67 on SP 243186	Carpark	Area 67A on Level A on Plan B
Lot 68 on SP 243186	Carpark	Area 68A on Level B on Plan C
Lot 69 on SP 243186	Carpark	Area 69A on Level B on Plan C
Lot 70 on SP 243186	Storage	Area 70A on Level B on Plan C
	Carpark	Area 70B on Level B on Plan C
Lot 71 on SP 243186	Carpark	Area 71A on Level B on Plan C
Lot 72 on SP 243186	Carpark	Area 72A on Level A on Plan C
Lot 73 on SP 243186	Carpark	Area 73A on Level A on Plan B
Lot 74 on SP 243186	Carpark	Area 74A on Level A on Plan B
	Storage	Area 74B on Level B on Plan C
	Storage	Area 74C on Level B on Plan C
Lot 75 on SP 243186	Carpark	Area 75A on Level A on Plan B
Lot 76 on SP 243186	Carpark	Area 76A on Level A on Plan B
Lot 77 on SP 243186	Carpark	Area 77A on Level A on Plan B
Lot 78 on SP 243186	Carpark	Area 78A on Level A on Plan B
Lot 79 on SP 243186	Carpark	Area 79A on Level A on Plan B
Lot 80 on SP 243186	Carpark	Area 80A on Level A on Plan B
Lot 81 on SP 243186	Secure Garage	Area 81A on Level C on Plan D
Lot 83 on SP 243186	Carpark	Area 83A on Level A on Plan B
Lot 84 on SP 243186	Carpark	Area 84A on Level A on Plan B
Lot 85 on SP 243186	Carpark	Area 85A on Level A on Plan B
Lot 86 on SP 243186	Carpark	Area 86A on Level A on Plan B

Lot 87 on SP 243186	Carpark	Area 87A on Level A on Plan B
Lot 88 on SP 243186	Carpark	Area 88A on Level A on Plan B
Lot 89 on SP 243186	Carpark	Area 89A on Level A on Plan B
Lot 90 on SP 243186	Carpark	Area 90A on Level A on Plan B
Lot 91 on SP 243186	Carpark	Area 91A on Level A on Plan B
Lot 92 on SP 243186	Carpark	Area 92A on Level A on Plan B
Lot 93 on SP 259717	Carpark	Area 93A on Level A on Plan B
	Storage	Area 93B on Level A on Plan B
Lot 94 on SP 259717	Carpark	Area 94A on Level A on Plan B
Lot 95 on SP 243186	Carpark	Area 95A on Level A on Plan B

**A**

**Services Locations Diagram  
In Common Property on SP243186**

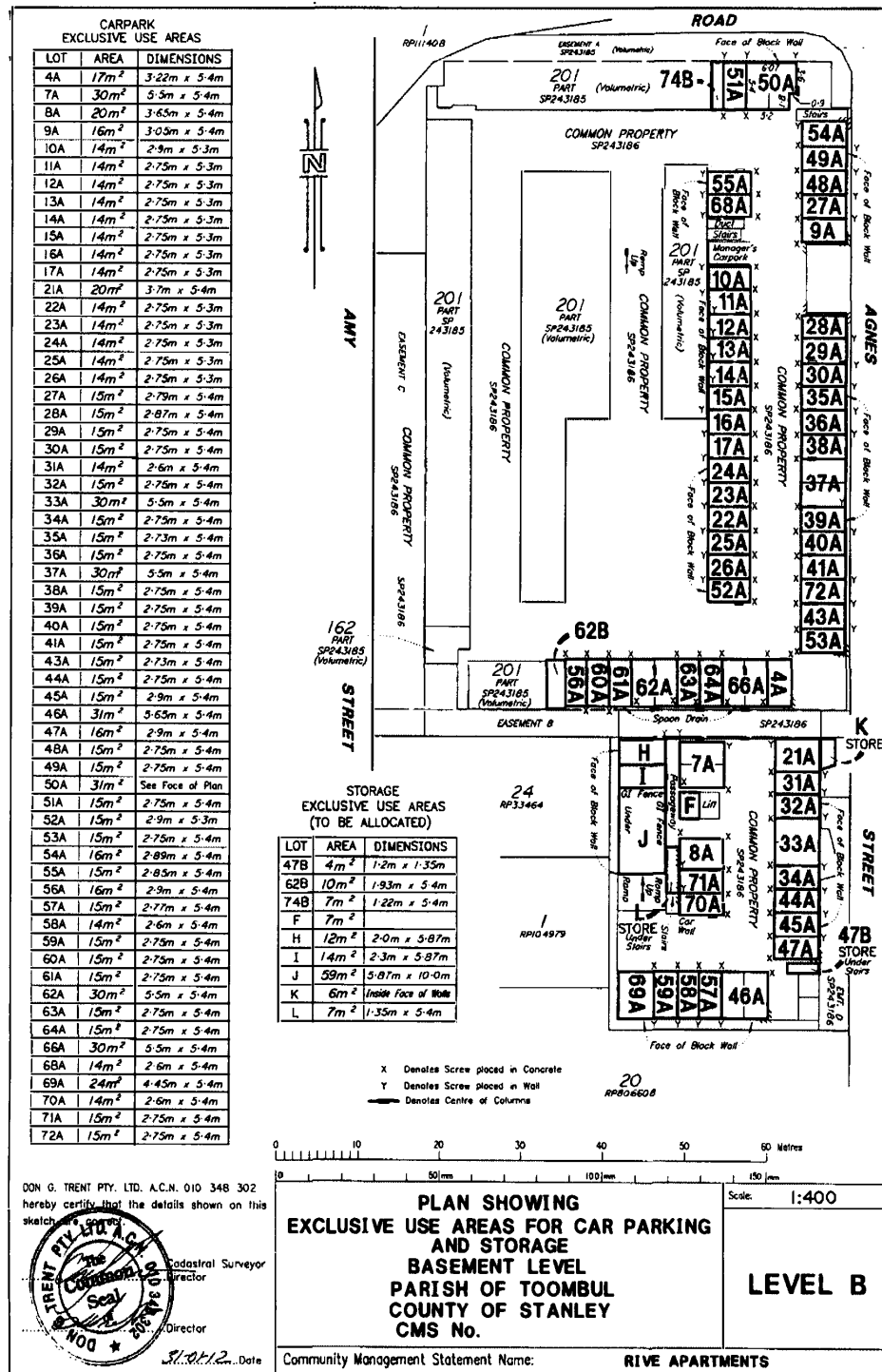


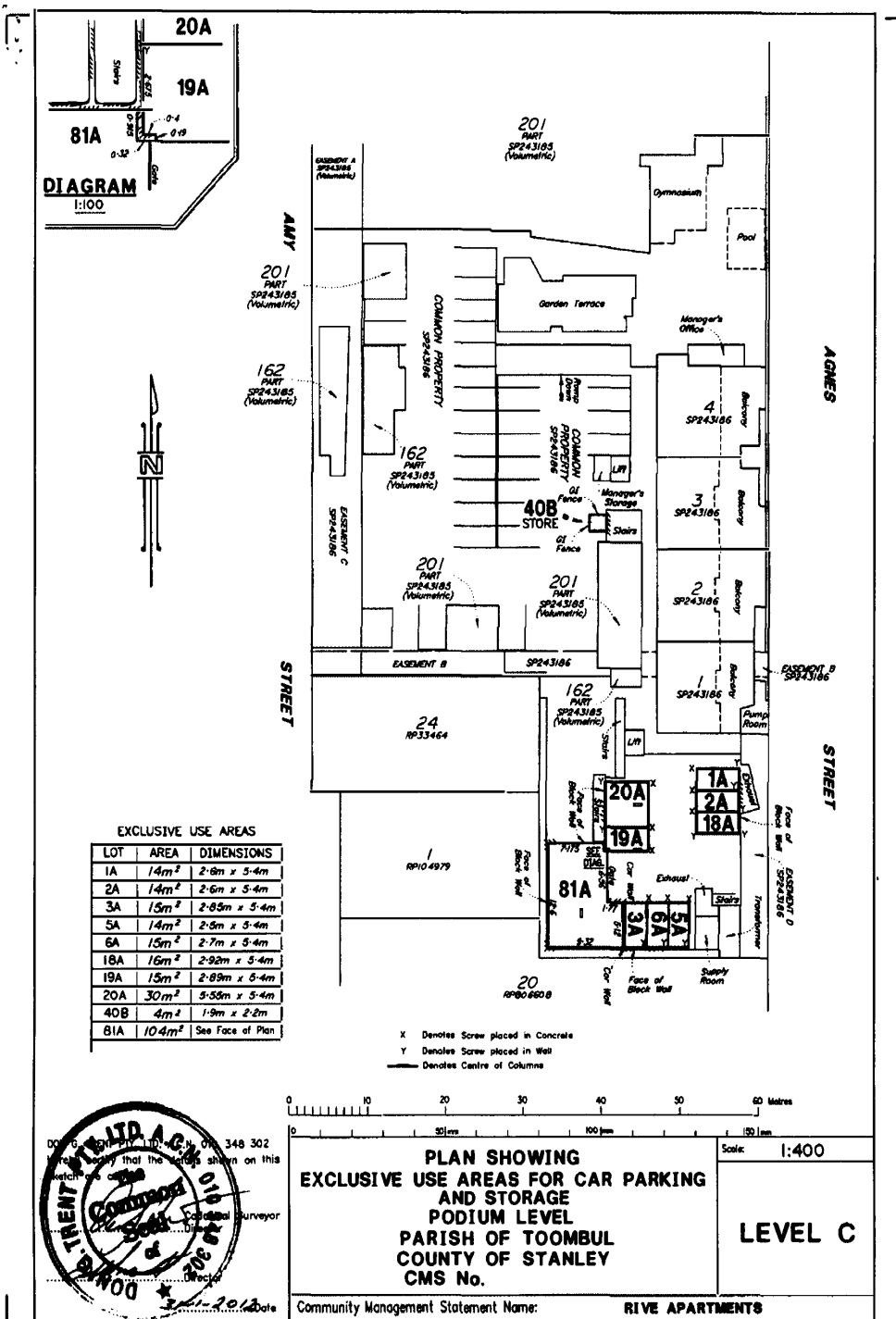
**LEGEND**

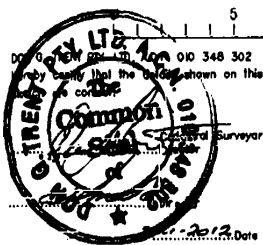
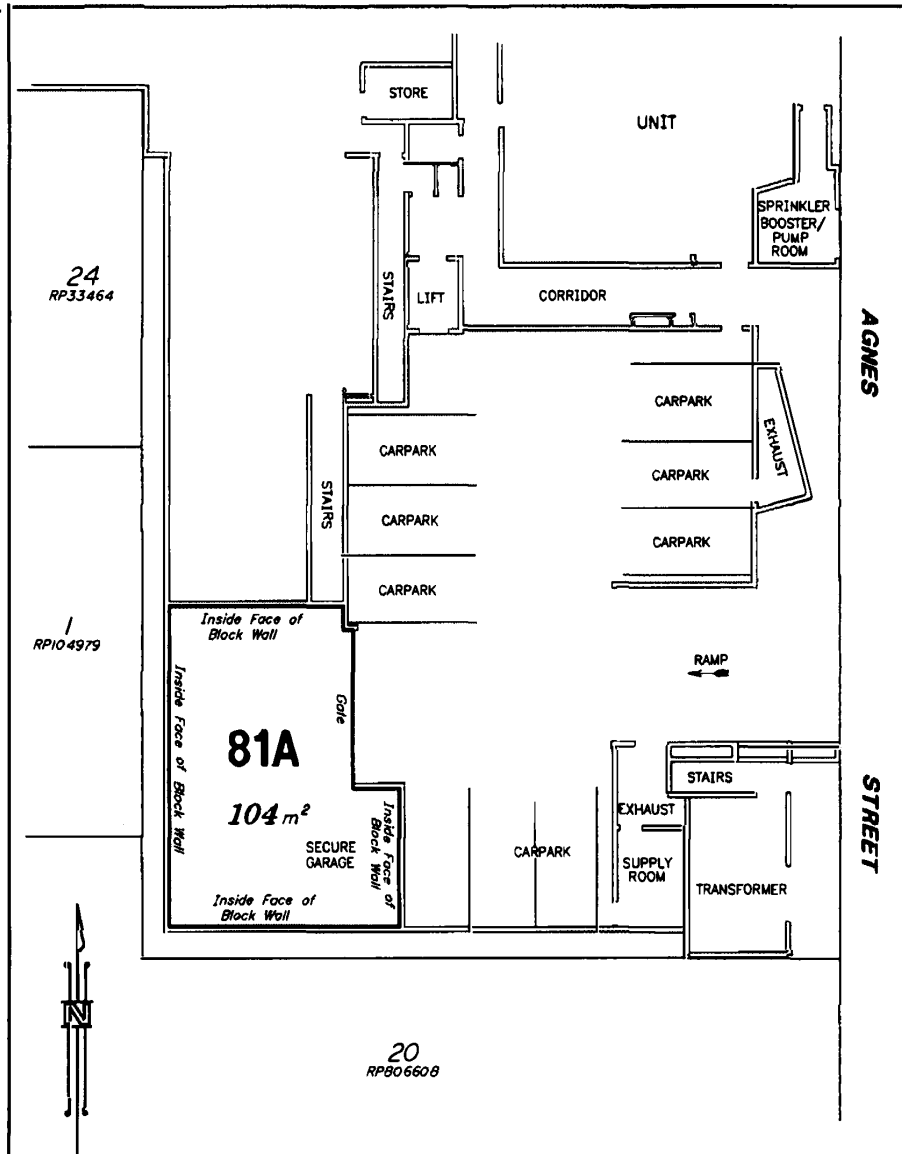
— S — S — S — S —	SEWER LINE
— SV — SV — SV — SV —	STORMWATER LINE
— V — V — V — V —	WATER LINE
— T — T — T — T —	TELSTRA LINE
— E — E — E — E —	ELECTRICITY (Underground)
— + — + — + — + —	ELECTRICITY (Overhead)
— CT — CT — CT — CT —	CABLE TV
— E&T — E&T — E&T —	ELECTRICITY & TELSTRA
— E,T&CT — E,T&CT — E,T&CT —	ELECTRICITY, TELSTRA & CABLE TV
— G — G — G — G —	GAS LINE

**Scale 1:800  
15-2-2012**

**RIVE APARTMENTS**







**PLAN SHOWING  
EXCLUSIVE USE AREA  
IN COMMON AREA ON SP243186  
PARISH OF TOOMBUL  
COUNTY OF STANLEY  
CMS No.**

Scale: **1:200**  
**LEVEL C**  
**2208100 Rev. A**

Community Management Statement Name: **RIVE APARTMENTS**



23 September 2024

Titles Queensland  
GPO Box 1401  
BRISBANE QLD 4001

**By Express Post**

Dear Registrar

**RIVE APARTMENTS CTS 43609 - BY-LAW REVIEW**

Our Ref: BSS:241013

We act for the Body Corporate for Rive Apartments Community Titles Scheme 43609.

Please find **enclosed** for lodgement:

1. A Form 14 and New Community Management Statement which corrects the requisitions; and
2. A credit card authorisation for \$43.56 for payment of the requisition fees.

Please contact us with any questions.

Yours sincerely  
**Grace Lawyers Pty Ltd**



Partner: Brenton Schoch  
Email: [brenton.schoch@gracelawyers.com.au](mailto:brenton.schoch@gracelawyers.com.au)  
Phone: 07 3102 4120

**Body Can't Resolve**

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ABN 55 116 196 500

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

**Search Date:** 22/08/2025 14:50

**Request No:** 53090217

## SCHEME NAME

RIVE APARTMENTS COMMUNITY TITLES SCHEME 43609

## BODY CORPORATE ADDRESS

PO BOX 10374  
 SOUTHPORT QLD  
 4215

## COMMUNITY MANAGEMENT STATEMENT No: 43609

Title	Lot	Plan	Title	Lot	Plan
50879559	CP	SP 243186	50879560	1	SP 243186
50879561	2	SP 243186	50879562	3	SP 243186
50879563	4	SP 243186	50879564	5	SP 243186
50879565	6	SP 243186	50879566	7	SP 243186
50879567	8	SP 243186	50879568	9	SP 243186
50879569	10	SP 243186	50879570	11	SP 243186
50879571	12	SP 243186	50879572	13	SP 243186
50879573	14	SP 243186	50879574	15	SP 243186
50879575	16	SP 243186	50879576	17	SP 243186
50879577	18	SP 243186	50879578	19	SP 243186
50879579	20	SP 243186	50879580	21	SP 243186
50879581	22	SP 243186	50879582	23	SP 243186
50879583	24	SP 243186	50879584	25	SP 243186
50879585	26	SP 243186	50879586	27	SP 243186
50879587	28	SP 243186	50879588	29	SP 243186
50879589	30	SP 243186	50879590	31	SP 243186
50879591	32	SP 243186	50879592	33	SP 243186
50879593	34	SP 243186	50879594	35	SP 243186
50879595	36	SP 243186	50879596	37	SP 243186
50879597	38	SP 243186	50879598	39	SP 243186
50879599	40	SP 243186	50879600	41	SP 243186
50879601	42	SP 243186	50879602	43	SP 243186
50879603	44	SP 243186	50879604	45	SP 243186
50879605	46	SP 243186	50879606	47	SP 243186
50879607	48	SP 243186	50879608	49	SP 243186
50879609	50	SP 243186	50879610	51	SP 243186
50879611	52	SP 243186	50879612	53	SP 243186
50879613	54	SP 243186	50879614	55	SP 243186
50879615	56	SP 243186	50879616	57	SP 243186
50879617	58	SP 243186	50879618	59	SP 243186
50879619	60	SP 243186	50879620	61	SP 243186
50879621	62	SP 243186	50879622	63	SP 243186
50879623	64	SP 243186	50879624	65	SP 243186
50879625	66	SP 243186	50879626	67	SP 243186

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

**CMS Number:** 43609

**COMMUNITY MANAGEMENT STATEMENT No: 43609 (Continued)**

Title	Lot	Plan	Title	Lot	Plan
50879627	68	SP 243186	50879628	69	SP 243186
50879629	70	SP 243186	50879630	71	SP 243186
50879631	72	SP 243186	50879632	73	SP 243186
50879633	74	SP 243186	50879634	75	SP 243186
50879635	76	SP 243186	50879636	77	SP 243186
50879637	78	SP 243186	50879638	79	SP 243186
50879639	80	SP 243186	50879640	81	SP 243186
50879641	83	SP 243186	50879642	84	SP 243186
50879643	85	SP 243186	50879644	86	SP 243186
50879645	87	SP 243186	50879646	88	SP 243186
50879647	89	SP 243186	50879648	90	SP 243186
50879649	91	SP 243186	50879650	92	SP 243186
50879653	95	SP 243186	50912472	93	SP 259717
50912473	94	SP 259717			

**COMMUNITY MANAGEMENT STATEMENT Dealing No: 723493095**

\*\* End of Community Titles Scheme Search \*\*