

FOR ALL RESIDENTS

PLEASE READ

BODY CORPORATE BY-LAWS

SCHEDULE C	BY-LAWS
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1. **DEFINITIONS**

1.1 **Dictionary**

Act	means the Body Corporate and Community Management Act 1997
Body Corporate	has the same meaning as in the Act
Body Corporate Committee	has the same meaning as in the Act
Commissioner	has the same meaning as in the Act
Common Property	has the same meaning as in the Act
Invitee	any person on the Scheme Land with the permission of an Occupier
Lot	has the same meaning as in the Act
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot
Owner	has the same meaning as in the Act
Scheme Land	has the same meaning as in the Act; and
Window Covering	curtain, blind, venetian or roller shade.

1.2 **Rules for Interpretation**

In these by-laws unless the context indicates a contrary intention:

- 1.2.1 words denoting any gender include all genders
- 1.2.2 the singular number includes the plural and vice versa
- 1.2.3 a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors
- 1.2.4 words importing person will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- 1.2.5 any obligation on the part of or for the benefit of two or more person will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally

- 1.2.6 references to any legislation includes any legislation which amends or replaces that legislation
- 1.2.7 headings are included for convenience only and will not affect the interpretation of these by-laws
- 1.2.8 a reference to anything includes the whole or each part of it; and
- 1.2.9 in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- 2.1 An Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 2.2 Occupiers leaving or returning to lots late at night or early in the morning must do so with minimum noise.
- 2.3 The Occupier must request invitees leaving after 11.00pm to leave quietly.

3. VEHICLES

- 3.1 An Occupier must not park any vehicle upon Common Property except:
 - 3.1.1 with the consent in writing of the Body Corporate Committee; or
 - 3.1.2 where authorised by an exclusive use by-law.

4. OBSTRUCTION

- 4.1 An Occupier must not obstruct lawful use of Common Property by any other person.

5. DAMAGE TO LAWNS ETC ON COMMON PROPERTY

- 5.1 An Occupier must not:
 - 5.1.1 Damage any Common Property lawn, garden, tree, shrub, plant or flower, or
 - 5.1.2 use as a garden any portion of the Common property, except with the consent in writing of the Body Corporate Committee.

6. DAMAGE TO COMMON PROPERTY

- 6.1 An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common property except with the consent in writing of the Body Corporate Committee.
- 6.2 This by-law does not prevent an Owner from installing:
 - 6.2.1 any lock or other safety device for the protection of a Lot against intruders; or
 - 6.2.2 any screen or other device to prevent entry of animals or insects to the lot.
- 6.3 The locking, safety device, screen or other device must be constructed in a workman like manner and maintained in a state of good and serviceable repair by the Owner. It must not detract from the amenity of the Scheme Land.

7. DEPOSITING RUBBISH, ETC ON COMMON PROPERTY

7.1 An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any person lawfully using the Common Property.

8. **GARBAGE DISPOSAL**

8.1 The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.

8.2 The Occupier must:

8.2.1 comply with all local government local laws about disposal or garbage; and

8.2.2 ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

9. **BEHAVIOUR OF INVITEES AND OWNERS**

9.1 Occupiers must take all reasonable steps to ensure that their invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property.

9.2 Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupier and Invitees.

10. **KEEPING ANIMALS**

10.1 Subject to Section 181 of the Act, an Occupier must not, except with the consent in writing of the Body Corporate Committee:

10.1.1 bring to keep an animal or bird on the Lot or the Common Property; or

10.1.2 permit an Invitee to bring or keep an animal or bird on the Lot or the Common Property.

10.2 Any consent of the Body Corporate Committee may be:

10.2.1 given on conditions; and

10.2.2 withdrawn at any time.

11. **APPEARANCE OF LOT**

11.1 An occupier must not hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible for another lot, the Common Property or outside the Scheme Land, except with the consent in writing of the Body Corporate Committee.

12. **ALTERATIONS TO LOT**

12.1 An occupier must not make any change to the external appearance of a Lot or make any structural alterations to the Lot, except with the consent in writing of the Body Corporate Committee.

13. **MAINTENANCE OF LOTS**

13.1 Each Owner must ensure that its Lot is kept and maintained so as to not to be offensive in appearance to other Owner.

14. **WINDOW COVERINGS**

14.1 An Owner must not have Window Coverings visible from outside the Lot unless those Window Coverings have a white backing, or unless the Window Covering has a design approved in writing by the Body Corporate Committee.

15. **STORAGE OR FLAMMABLE LIQUIDS ETC**

15.1 An Occupier must not bring to, do or keep in its Lot anything which increases the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.

16. **WINDOWS TO BE REPLACED**

16.1 Windows must be kept clean. If broken or cracked, windows must be promptly replaced with fresh glass of same kind, colour and weight as prior to the breaking or cracking.

17. **USE OF RECREATIONAL FACILITIES**

17.1 The recreational facilities on the Common Property must not be used between 10pm and 6am without the prior approval of the Body Corporate Committee.

18. **RECOVERY OF BODY CORPORATE**

18.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Occupier or invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or invitee came.

19. **USE OF LOTS**

19.1 Lot 202 may be used both for residential purposes and for the purposes of management and caretaking of the Common Property and/or Lots, and for the letting and/or sale of Lots on behalf of the Owners of Lots and/or for the provision of ancillary services for the benefit of the Body Corporate and/or Owners and Occupiers of Lots.

19.2 The owner or occupier of every lot except Lot 202 (or such other lot as agreed from time to time) must not on any lot or the Common Property, except with the written consent of the Caretaker, conduct or participate in the conduct of a letting/sales or caretaking business.

20. **DISPLAY UNIT**

20.1 White TW Hedley (Investments) Pty Ltd CAN 010 566 711 is an Owner of a Lot then it may:

20.1.1 use that Lot as a display unit to allow prospective buyers of any Lot to inspect;

20.1.2 display signs and other advertising material on the Scheme Land; and

20.1.3 have full and uninterrupted access to the Scheme Land for sale purposes between 10am and 5pm, seven (7) days per week.

21. **USE OF SWIMMING POOL**

21.1 In relation to the use of the swimming pool and adjacent areas an owner or occupier of a lot shall ensure:

- 25.3 For the purposes of this CMS, the Body Corporate's Car Parking Delegate or Delegates will be a person or persons approved by the Committee to assist in enforcing this by-law and if necessary, arranging a tow truck to remove illegally parked vehicles.
- 25.4 For the purposes of this CMS, the word vehicle or motor vehicle shall in addition to its ordinary meaning include trucks, trailers boats and any other object or thing capable of obstructing a car park or driveway.
- 25.5 Due to the CBD location of the scheme land, it is essential that the body corporate prevent the misuse of External Visitor Car Parks by members of the public and unlawful parking generally.
- 25.6 It is unlawful for a vehicle to be parked in an External Visitor Carpark in each of the following circumstances ("Unlawfully Parked "): –
 - 25.6.1 Where the driver or an occupant of the vehicle is not visiting an occupier of a lot;
 - 25.6.2 Where a vehicle is regularly parked in an External Visitor Carpark for a period of more than 3 hours between the hours of 8.30 am and 5 pm Monday to Friday;
 - 25.6.3 Where a driver of a vehicle parks in an External Visitor Carpark and appears to immediately leave the scheme without visiting an occupier;
 - 25.6.4 Where a motor vehicle remains parked in the same External Visitor Carpark for more than 7 days or is abandoned.
- 25.7 If a Body Corporate Car Parking Delegate suspects that a vehicle has been Unlawfully Parked, the Body Corporate Car Parking Delegate may seek the Committee's approval for the issuing of a "Notice of Intention to Tow" to be attached to the offending vehicle which requires the vehicle owner to provide the following information to the body corporate within 36 hours of the notice being attached to the vehicle: –
 - 25.7.1 Relationship of the vehicle owner to the Sanctuary occupier;
 - 25.7.2 The associated Sanctuary occupier's name, address and mobile number;
 - 25.7.3 Reason for parking in the same car park for more than 7 days (if applicable);
 - 25.7.4 Reason for regularly parking in a visitor's car park for a period of more than 3 hours between the hours of 8.30 am and 5 pm Monday to Friday;
 - 25.7.5 Copy of vehicle owner's current drivers' licence;
 - 25.7.6 Copy of relevant vehicle registration certificate showing that the visitor is the vehicle owner;
 - 25.7.7 Vehicle owner's residential address;
 - 25.7.8 Vehicle owner's email address;
 - 25.7.9 Vehicle owner's mobile phone number; and
 - 25.7.10 Vehicle owner's work phone number.
- 25.8 If pursuant to a request contained in a notice of intention to tow under clause 25.7, the Body Corporate Committee,
 - 25.8.1 receives insufficient or false information from the vehicle owner, or;
 - 25.8.2 after receiving information from the vehicle owner, reasonably determines that the vehicle is parked unlawfully;

the Body Corporate by committee resolution may authorise the towing of the vehicle without further notice.

26. EMERGENCY TOWING

26.1 To protect the welfare of occupiers and to ensure that emergency services vehicles are not impeded, where a vehicle is parked in such a manner as to: -

26.1.1 Block or impede access to or over common property driveways, entry gates and doors, fire hydrants or otherwise cause potential obstruction to important communal services or areas;

26.1.2 Restrict access or ingress to a lot owner's car park through parking a vehicle on common property without reasonable cause; or

26.1.3 Park in another lot owner's car space without that occupier's permission,

the body corporate committee may by emergency resolution, authorise the immediate removal of the vehicle by towing or other appropriate means.

27. TOWING CONTRACTOR AND TOWING SIGNAGE

27.1 The Body Corporate Committee is authorised to enter into reasonable contractual arrangements with licenced towing companies for the removal of vehicles parked unlawfully.

27.2 The Body Corporate Committee is authorised to put in place such signage as the Committee believes is reasonable to assist parties to observe the car parking by laws.

28. INTERNAL VISITOR CAR PARKS

28.1 Internal Visitor carparks- preventing misuse by Occupiers

28.1.1 To ensure that Internal Visitor Carparks are kept available for bona fide visitors and not used by occupiers, the body corporate committee may install lockable bollards or other security devices to assist in regulating use.

28.1.2 Occupiers who reside within the scheme land are not permitted to use Internal Visitor Carparks.

28.1.3 Visitors of Occupiers who seek permission to use the Internal Visitor Carparks may do so provided they provide the Body Corporate's Car Parking Delegate with such information as the Body Corporate's Car Parking Delegate may require and pay a nominated bollard deposit fee as determined from time to time by the committee which is to be held in trust by a Body Corporate's Car Parking Delegate as security for misuse of the car park or the non-return of any security access keys.

28.1.4 The information to be provided to the Body Corporate's Car Parking Delegate may include but is not be limited to the following: -

- a. Copy of current drivers' licence;
- b. Copy of vehicle registration certificate showing that the visitor is the vehicle owner or such other evidence showing that the visitor is entitled to use the vehicle;
- c. Photograph of registered vehicle;
- d. Residential address;
- e. Email address;
- f. Mobile phone number;
- g. Work phone number;
- h. Occupiers name, address and mobile number; and
- i. Relationship to Occupier.

28.1.5 An Internal Visitor Carpark may be allocated to a genuine visitor of an occupier ("Licensee") under the following conditions: -

- a. The Licensee will be occupying the car park under a temporary non-transferrable licence for the exclusive right to park the registered vehicle in a designated car park;
- b. The Licence granted may be terminated by the Body Corporate Committee at any time;
- c. The maximum total period of Internal Visitor Carpark licences per lot is a total of 3 months in any calendar year;
- d. The minimum period of any Licence is 14 days;
- e. A lot may only have 1 Internal Visitor Carpark Licence at any one time;
- f. The maximum number of Licence allocations of an Internal Visitor Carpark per lot per calendar year is 4.

28.1.6

The Licensee: -

- a. Must activate the protective bollard whenever the Licensee is not using the Internal Visitor Car park;
- b. Must not allow another vehicle to park in the allocated Internal Visitor Carpark;
- c. Must not store anything else in the Internal Visitor Carpark other than the registered vehicle;
- d. Must make reasonable use of the carpark and not leave it continuously vacant for a period exceeding 14 days.

28.1.7 The Body Corporate Committee may set such further rules regarding the use and availability of the Internal Visitor Carparks as the Committee deems fit ("Internal Visitor Car Park Rules") including renting out Internal Visitor Carparks to occupiers provided that the Internal Visitor Carparks are to be primarily available for the use of genuine medium to long term visitors of occupants of the Scheme land who seek to use the Internal Visitor Carparks for a period of between 14 days and 3 months.

29. RESTRICTION ON USE OF LOT OWNERS CAR PARKS

29.1 Allocated carparks may only be used for the parking of cars, motorbikes, bicycles and covered trailers.

29.2 Owners and occupiers are prohibited from storing items such as furniture, rubbish, tools or other chattels in their allocated carpark/s.

29.3 Occupiers are required to keep carparks clean and free of rubbish at all times.

30. USE OF GYM

30.1 In relation to the use of the gym an owner or occupier of the lot shall ensure: -

30.1.1 that children below the age of 16 years are not in or around the gym area unless accompanied by an adult, owner or occupier exercising effective control over them.

30.1.2 that the gym be left in a clean and tidy manner once use is complete.

30.1.3 that all lights and air-conditioning be turned off by the last person to leave the gym.

31. RECREATIONAL AREA BETWEEN THE TWO BUILDINGS ADJACENT TO THE GYM

31.1 In relation to the use of the proposed recreational area between the two buildings adjacent to the gym an owner or occupier of the lot shall ensure: -

31.1.1 that the area not be used for recreational purposes between 8am and 9pm without the prior approval of the Body Corporate Committee.

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- 31.1.2 that the BBQ in the area be cleaned after each use and only be used in a safe and appropriate manner by a suitable person over 16 years of age. The operator of the BBQ must exercise caution at all times.
 - 31.1.3 that any rubbish be disposed of from this area once use is completed.
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