

Strata Scheme 50834

1 Noise An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made, or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2 Parking:

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

2.2 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

- a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked upon common property contrary to the by-laws;
 - (i) the power to remove the vehicle from the parcel;
 - (ii) the power to move the vehicle within the parcel;
 - (iii) the power to distraint the vehicle by such reasonable means as the Owners Corporation determines; and
 - (iv) the power to affix a sign to the vehicle.
- b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier as debt in any court of competent jurisdiction

3 Obstruction of common property An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - b) any screen or other device to prevent entry of animals or insects on the lot, or
 - c) any structure or device to prevent harm to children, or
 - d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has

been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must:

- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
- b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

- a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

10 Drying of laundry items An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

- An owner or occupier of a Lot may keep an animal on the Lot with the written approval of the Owners Corporation (this requirement excludes fish kept in a secure aquarium on the Lot for which no approval is required).
- The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot and must give an owner or occupier written reasons for any refusal to grant approval. The Owners Corporation may at its discretion withhold its approval of certain large animals or animals deemed to be dangerous.
- If an owner or occupier of a Lot keeps an animal on the Lot, the owner or occupier must:
 - Keep the animal within the unit. The animal is not to be kept on the balcony when the owner or occupier is not at home.
 - Only allow the animal to be on Common Property to enter or exit the parcel from their Lot and then only with an appropriate restraint (lead, cage or similar).
 - Ensure that the animal does not cause a nuisance or hazard to, or interfere with the peaceful enjoyment of the owner or occupier of another Lot or any person on common property.
 - The animal is not to be taken into the swimming pool enclosure or the tennis court area.
- Any injury to a person caused by the animal whilst moving through Common Property is the sole responsibility of the owner of the Lot and not the Owners Corporation.
- The person in control of the animal must take any action that is necessary to prevent the animal soiling the Lot or while on Common Property (including the gardens and courtyards) and must immediately clean all areas of the Lot or Common Property that are soiled by the animal.
- Animal excreta must be wrapped in plastic bags, sealed and placed in the garbage bins in the main garbage areas.
- "Kitty litter" must not be flushed down the sewerage system and must be double wrapped in plastic bags and placed in the garbage bins in the main garbage areas.
- An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in Section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

9. If the owner or occupier of a Lot who keeps an animal breaches this by-law more than three times within a 12 month period and has received notice in writing of each breach, the Owners Corporation may revoke the permission to keep the animal.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

- 18 Change in use of lot to be notified** An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- window cleaning,
 - garbage disposal and recycling services,
 - electricity, water or gas supply,
 - telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

- 20 Common Property Locks:** The Owners Corporation pursuant to Section 62(3)(a) determines that repair of locks to lot/unit mail boxes lot/unit external doors and garage doors be the responsibility of the individual owner.

- 21 Name of Occupier:** That pursuant to Sec 119, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.

- 22 Access to lot:** Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.

- 23 Alterations to lot:** Pursuant to Sec 116 the owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration

- 24 Nuisance:** Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot

25 Compensation to Owners Corporation:

Without in any way limiting the generality of his or her liability otherwise howsoever occurring,

- a) each owner of a lot in the strata scheme shall:
- be responsible for,
 - bear the cost of; and
 - pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by
 - His or her wilful act or carelessness; or
 - The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, (in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
 - the wilful act or carelessness of any guest or invitee whether the details of whom are known or unknown) of his or her lessees or licensees (in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand);
- b) For the purpose of paragraph (a) above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the letter referred to in paragraph (a) above) to receive such moneys from the said lessee, licensee, guest invitee or contractor.

26 Real Estate Signs:-

That "Auction", "For Sale" (but not "For Lease" or "For Rent") signs and the like, are permitted on Common Property, subject to:-

- Approval must be obtained in advance and in writing from the Owners Corporation Executive Committee or its delegates. The Committee or its delegate must approve the application within five (5) working days providing that all of the conditions from (a) to (f) are complied with,
- One sign only will be permitted, and this to be erected in the lawn area of the grounds, not otherwise affixed to Common Property, must not obscure the view from any unit and must be separated by no less than 10 metres from any previously erected sign,
- The maximum size of a sign to be 1.3 x 1 metres,
- Approval will be for a maximum of six weeks (even if the property remains unsold),
- Signs are to be removed the day after contracts become final and must not remain with a "Sold" sticker attached,
- Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the Owners Corporation in removing any sign in breach of these conditions.

27. Security in the Strata Scheme

- An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and, without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- The owners corporation may take all reasonable steps to:

- I. To ensure the security of the parcel from intruders,
 - II. To preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards: and
 - III. For the proper control and administration of those areas
- c) And if it considers it necessary or desirable may, without limitation:
- I. Close off or restrict by means of Security Devices access (on either a temporary or a permanent basis) to any apart of the common property not required for access to a lot: or
 - II. Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel: or
 - III. Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building
 - IV. If the owners corporation restricts the access of owners and occupiers of lots under this by law, the owners corporation may make available to owners of lots the number of Security Devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the executive committee).
 - V. An owner or occupier of a lost must promptly notify the owners corporation if a Security Device is lost or destroyed.
- 28 Air Conditioner installation:-** An Owner may install an Airconditioning unit subject to
- a) the prior approval of the Owners Corporation
 - b) that it be a Split System with the compressor installed on the balcony of the lot and out of view from outside the lot,
 - c) The condensate water is to be captured and drained to the drainage system,
 - d) Compliance with all noise by-laws and local government conditions,
 - e) Installation and maintenance to be at the sole cost of the owner and successors in title.

29 Power to carry out pest control: In addition to its other functions, and notwithstanding the provisions of section 65 of the Strata Schemes Management Act 1996, the owners corporation will have the power (but not the obligation) to enter lots and all parts of the common property for the purpose of carrying out pest control works, subject to the following conditions:

- I. the pest control works are undertaken at the cost of the owners corporation;
 - II. the owners corporation will have the power to enter into arrangements with third parties from time to time for the performance of the pest control works; and
 - III. reasonable notice is given to the occupiers of lots before the pest control works are carried out;
- 30 Preservation of fire safety** The owner nor occupier of a lot must not do anything or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
- 31 Prevention of hazards** Neither the owner or occupier of a lot must do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.
- 32 Construction hours:** the owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 5.30pm Monday to Friday with no work to be carried out on Saturdays, Sundays or Public Holidays unless authorised in writing by the Owners Corporation
- 33 Owners responsibility for occupier** Owners of lots must do all things necessary and within the owners' power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the by laws for the strata scheme
- Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy:
- a) compliance with the provisions of the Strata Schemes Management Act 1996,
 - b) compliance with the by laws for the strata scheme,
 - c) damage caused to common property or personal property vested in the owners corporation, and
 - d) damage caused to lots or personal property of other lot owners or occupiers.
- If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the by law or does not rectify damage caused to the common property, lots or personal property, then the owner of the lot they occupy will be liable to remedy the breach or rectify the damage.