

STRATA PLAN 77607 BY LAWS

SCHEDULE 2 – By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Note: This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

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

Note: This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note: This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (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.

Note: This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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 without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (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
- (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.

(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 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note: This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

An 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.

Note: This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note: This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing 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.

Note: This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note: This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing 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.

Note: This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note: This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain 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 adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note: This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note: This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent 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.

Note: This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note: This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 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).

ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 77607

Special By-Law No. 1

Exclusive Use of Courtyard (Lot 1)

PART 1

Part 1.1

GRANT OF RIGHT

- 1.1 The Owner has the right of exclusive use and enjoyment of the Exclusive Use Area for the Permitted Use subject to the conditions contained in Part 3 of this by-law.

Part 1.2

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
 - (b) **Exclusive Use Area** means the common property courtyard area as indicated on the Plan and having the boundary as:
 - (i) the upper boundary being 2.5 metres above the upper surface of the floor except where covered;
 - (ii) the lower boundary being the upper surface of the floor; and
 - (iii) the vertical boundary being the inner surface of any wall, and where there are no walls, the inner dimensions of the lines indicated on the Plan.
 - (c) **Lot** means lot 1 in strata plan 77607.
 - (d) **Owner** means the owner of the respective Lot.
 - (e) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 77607.
 - (f) **Permitted Use** means the use of the Exclusive Use Area for the purposes of residential outdoor activities only.
 - (g) **Plan** means the plan showing the Exclusive Use Area annexed to this by-law marked Annexure "A".
- 2.2 In this by-law, unless the context otherwise requires, a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- references to legislation includes references to amending and replacing legislation.



ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 77607

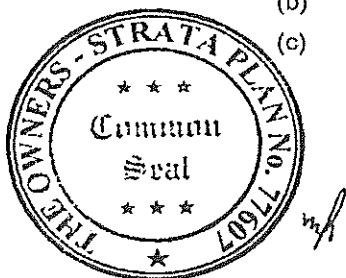
PART 3
CONDITIONS

3.1 The Owner must:

- (a) only use the Exclusive Use Area for the Permitted Use;
- (b) not carry out any alterations, or additions or do any works in the Exclusive Use Area (other than those approved under this by-law);
- (c) obtain the approval of the Owners Corporation if the use of the Exclusive Use Area is be changed;
- (d) keep the Exclusive Use Area clean, tidy and free of rubbish and refuse at all times;
- (e) properly maintain and upkeep the Exclusive Use Area and the common property attached to the Exclusive Use Area in a state of good and serviceable repair, including, but not limited to, mowing the lawns to keep grass at a minimum level;
- (f) use reasonable endeavours to cause as little disruption as possible when using the Exclusive Use Area;
- (g) remain liable for any damage to lot or common property arising out of the use of the Exclusive Use Area and will make good that damage immediately after it has occurred;
- (h) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area;
- (i) ensure that the contents of the Exclusive Use Area are insured at all times. The Owners Corporation will not be liable for damage to any property kept within the Exclusive Use Area;
- (j) allow the Owners Corporation (its servants or agents) and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification or registration of common property plant and equipment that adjoin the Exclusive Use Area;
- (k) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Permitted Use of the Exclusive Use Area, including any liability in respect of the property of the Owner. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the Permitted Use; and
- (l) for the avoidance of doubt, the Owner indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Exclusive Use Area and/or personal property of the Owner caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any repair or maintenance pursuant to paragraph (j).

3.2 If the Owner does not comply with any obligation under this by-law, then the Owners Corporation may:

- (a) by its agents, employees or contractors, carry out all work necessary to perform that obligation;
- (b) enter upon the Exclusive Use Area to carry out the work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation



ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 77607

Special By-Law No. 2

Exclusive Use of Courtyard (Lot 4)

PART 1

Part 1.1
GRANT OF RIGHT

- 1.1 The Owner has the right of exclusive use and enjoyment of the Exclusive Use Area for the Permitted Use subject to the conditions contained in Part 3 of this by-law.

Part 1.2

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
 - (b) **Exclusive Use Area** means the common property courtyard area as indicated on the Plan and having the boundary as:
 - (i) the upper boundary being 2.5 metres above the upper surface of the floor except where covered;
 - (ii) the lower boundary being the upper surface of the floor; and
 - (iii) the vertical boundary being the inner surface of any wall,and where there are no walls, the inner dimensions of the lines indicated on the Plan.
 - (c) **Lot** means lot 4 in strata plan 77607.
 - (d) **Owner** means the owner of the respective Lot.
 - (e) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 77607.
 - (f) **Permitted Use** means the use of the Exclusive Use Area for the purposes of residential outdoor activities only.
 - (g) **Plan** means the plan showing the Exclusive Use Area annexed to this by-law marked Annexure "A".
- 2.2 In this by-law, unless the context otherwise requires, a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and references to legislation includes references to amending and replacing legislation.

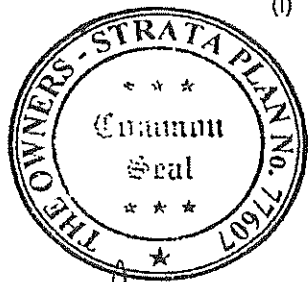


ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 77607

PART 3
CONDITIONS

3.1 The Owner must:

- (a) only use the Exclusive Use Area for the Permitted Use;
- (b) not carry out any alterations, or additions or do any works in the Exclusive Use Area (other than those approved under this by-law);
- (c) obtain the approval of the Owners Corporation if the use of the Exclusive Use Area is be changed;
- (d) keep the Exclusive Use Area clean, tidy and free of rubbish and refuse at all times;
- (e) properly maintain and upkeep the Exclusive Use Area and the common property attached to the Exclusive Use Area in a state of good and serviceable repair, including, but not limited to, mowing the lawns to keep grass at a minimum level;
- (f) use reasonable endeavours to cause as little disruption as possible when using the Exclusive Use Area;
- (g) remain liable for any damage to lot or common property arising out of the use of the Exclusive Use Area and will make good that damage immediately after it has occurred;
- (h) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area;
- (i) ensure that the contents of the Exclusive Use Area are insured at all times. The Owners Corporation will not be liable for damage to any property kept within the Exclusive Use Area;
- (j) allow the Owners Corporation (its servants or agents) and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification or registration of common property plant and equipment that adjoin the Exclusive Use Area;
- (k) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Permitted Use of the Exclusive Use Area, including any liability in respect of the property of the Owner. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the Permitted Use; and
- (l) for the avoidance of doubt, the Owner indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Exclusive Use Area and/or personal property of the Owner caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any repair or maintenance pursuant to paragraph (j).



3.2 If the Owner does not comply with any obligation under this by-law, then the Owners Corporation may:

- (a) by its agents, employees or contractors, carry out all work necessary to perform that obligation;
- (b) enter upon the Exclusive Use Area to carry out the work; and

ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 77607

(c) recover the costs incurred by the Owners Corporation in carrying out that obligation

The common seal of The Owners – Strata Plan No. 77607 was affixed on... 4/9/14...

in the presence of:

Signature(s): *mully*

Name(s): MICHAEL GILDAY

being the person authorised by section 238 of the *Strata Schemes Management Act 1996* to attest the affixing of the seal.



Annexure A

Req:R202048 /Doc:SP 0077607 P /Rev:01-Sep-2006 /Sts:OC.OK /Prt:29-Sep-2010 15:18 /Pgs:ALL /Boq:2 of 4
 Ref:jan124339 /Req:7

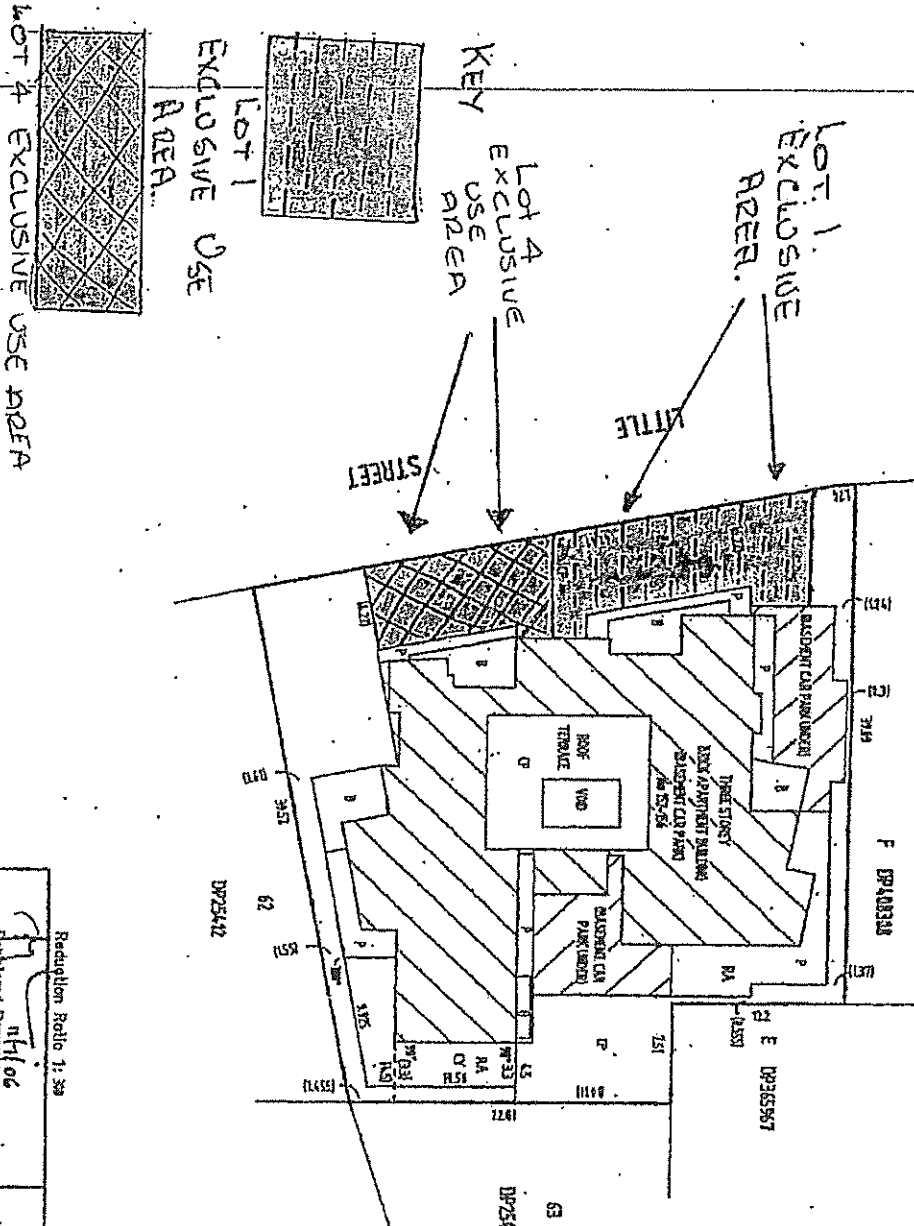
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN

SP77607

Sheet No. 2 of 4 Sheets.



- B DENOTES BALCONY
- P DENOTES PATIO
- CY DENOTES COURT YARD
- CP DENOTES COMMON PROPERTY
- RA DENOTES RIGHT TO ACCESS

Reduction Ratio 1:50
 Registered Surveyor
 N.H. 106
 Lengths are in metres
 SURVEYOR'S REFERENCE: 1086202A - CHECKLIST