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## BY-LAWS

SP72696

Strata Plan No [ ]

## 1. Noise

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

## 2. Vehicles

An owner or occupier of a lot must not permit any invitee to park or stand any motor or other vehicle on common property other than in areas indicated for such purpose.

## 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:

- (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 common property.

## 5. Damage to common property

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface or add to or alter or attach anything to, any structure that forms part of common property except with the written approval of the owners' corporation.
- (b) An approval given by the owners' corporation under sub clause (a) cannot authorise any additions to common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing, subject to paragraph (d) of this by-law:
  - (1) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot,
  - (2) any screen or other device to prevent entry of animals or insects on the lot.
  - (3) any structure or device to prevent harm to children,
  - (4) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

- (d) 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 or in keeping with any standard approved by the original owner or the owners' corporation prior to its installation.

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(e) Despite section 62 of the Strata Schemes Management Act 1996 ("Act"), the owner or occupier of a lot must:

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

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.

### 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

An owner or occupier of a lot must not deposit or throw on common property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on common property for this purpose.

### 10. Washing, curtains, carparking

(a) An owner or occupier must not:

- (1) dry, air or display clothing in a manner that would result in it being visible outside the owner's or occupier's lot, other than in areas (if any) designated for that purpose by the owners' corporation;
- (2) without the consent of the owners' corporation, permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its lot; and
- (3) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the owners' corporation.

(b) (1) A person must not park a vehicle on common property except in an area on the common property designated by the owners' corporation as an area where vehicles may be parked and in accordance with signage directions approved by the owners' corporation.

- (2) The owners' corporation may prohibit parking on any part of common property designated by the owners' corporation pursuant to by-law 10(b)(1) at any times determined by the owners' corporation.

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- (3) The owners' corporation may tow away and/or clamp wheels of any vehicle parked in breach of this by-law, and recover all costs incurred by the owners' corporation.
- (4) No repairs to any vehicles may be undertaken on common property.
- (5) No vehicles with a gross weight in excess of 3 tonnes (other than removalist vehicles) are permitted to stand on the driveways of any lot or any part of the common property.
- (6) The owners' corporation may set speed limits for vehicles using common property.

### 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

- (a) 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 common property any inflammable chemical, liquid or gas or other inflammable material in quantity exceeding one litre.
- (b) 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

- (a) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless at least 24 hours notice has first been given to the owners' corporation.
- (b) The owners' corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on common property (whether in the building or not) in a specified manner.

### 14. Floor coverings

- (a) 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.
- (b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### 15. Garbage disposal

- (a) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (1) must maintain such receptacles within the lot, or on such part of 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

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- (2) 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
  - (3) 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
  - (4) 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(1); and
  - (5) 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
  - (6) 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.
- (b) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (1) 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
  - (2) 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.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the building other than on days specified by the local council for the collection of the same.
- (d) If there is any inconsistency between the terms of this by-law and any consent authority requirements, the consent authority requirements will prevail.

**16. Keeping of animals**

- A. An owner or occupier may not keep on its lot any animal other than:
- a) one small cat or one small dog (other than an excluded dog); and/or
  - b) one caged bird; and/or
  - c) one small tank of fish.
- B. An owner or occupier of a lot who keeps an animal on a lot or who brings an animal onto any other part of the common property must ensure that:
- a) the animal is at all times kept under control;

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- b) when on any part of the common property, the animal is accompanied by the owner or occupier;
- c) where an owner or occupier keeps an animal, the owner or occupier is:
- (i) liable to the owners and occupiers of other lots and all other persons lawfully on the common property for any noise which is disturbing to an extent which is unreasonable and any damage to or loss of property or injury to any person caused by the animal;
  - (ii) responsible for cleaning up after the animal has occupied or used any part of the common property and must ensure that there remains no excretion or any offensive odour on that part of the common property occupied or used by the animal.
- d) for the purposes of this by law "excluded dog" means;
- a pit bull terrier;
  - an American pit bull terrier;
  - any other type of bull dog;
  - a dogo argentino;
  - a Japanese tosa;
  - Rottweiler;
  - Doberman;
  - Alsatian;
  - any other outcross;
  - any dog prohibited from importation into Australia by the Commonwealth government; and
  - an unregistered or dangerous dog under legislation.

#### 17. Appearance of lot

The owner or occupier of a lot must not, except with the prior written approval of the owners' corporation, maintain or erect within the lot or affix to any part of a lot, anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

#### 18. Change in use of lot to be notified

- (a) An occupier of a lot must not use the lot for any purpose other than residential purposes.
- (b) An occupier of a lot must not use the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the use or proposed use results in a hazardous activity being carried out on the lot, or results in the lot being used for non residential purposes) unless the occupier first obtains the consent in writing of the owners' corporation to any such use (which consent the owners' corporation may grant or refuse on such terms and conditions as it in its absolute discretion thinks fit).
- (c) Without limiting the operation of paragraph (b) of this by-law, an owner of a lot that is used in a way that may affect the insurance premiums for the strata scheme must pay for the cost of any increase in insurance premiums for the strata scheme due to the that use of the lot.

#### 19. Fire safety

The owner or occupier of a lot must not do any thing 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.

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## 20. Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing 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 common property.

## 21. Provision of amenities or services

- (a) If required by the original owner, the owners' corporation will contract out services and/or amenities including (without limit) strata management, security, cleaning, essential services, landscaping, garbage, waste and recycling services, promotional services, advertising, domestic services, electricity, water or gas supply and telecommunication services (for example cable television) on terms required by the original owner and with the parties required by the original owner.
- (b) The original owner may be a service provider or have an interest in a service provider.
- (c) The contracts so entered into will be priced on a "user pays" basis approved by the original owner, or such other basis as is approved by the original owner.
- (d) For the purposes of by-law 21(c), the owners' corporation appoints the original owner as its attorney to sign on its behalf any contract referred to in by-law 21(c).

## 22. Selling and leasing activities

- (a) The original owner may on common property and any lot owned by the original owner:
  - (1) maintain selling and leasing offices and facilities;
  - (2) maintain signs in connection with those selling and leasing activities; and
  - (3) conduct selling, leasing and auction activities.
- (b) No other owner or occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without owners' corporation approval.

## 23. Security keys

- (a) If relevant, the owners' corporation will issue security keys to the owner of a lot.
- (b) The owner of a lot may not duplicate or copy the key.
- (c) If the owner of a lot has damaged, lost or had its security key stolen, then the owner must immediately notify the owners' corporation which will replace the key at the cost of the owner.
- (d) The owner of a lot will return any security key to the owners' corporation immediately on request.

## 24. Signage

- (a) An owner or occupier may not display signage of any type (including, without limit, real estate sale or leasing signs) in locations visible outside its lot.
- (b) This by-law does not prevent an owner or person authorised by an owner from installing any sign to advertise the activities of the occupier of the lot if the owners' corporation has specified locations for such signs and that sign is installed in the specified locations.

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25. Air Conditioning

- (a) An owner, occupier or the owners' corporation must not install or maintain on a lot or common property any air conditioning unit other than with a power rating, noise rating and in a location approved or designated by the owners' corporation.
- (b) An owner or occupier who installs any air conditioning unit on a lot or common property must comply with the requirements of all relevant authorities and all directions of the owner's corporation regarding its maintenance and use.

26. Transfer of original owner's rights

Any rights granted to the original owner pursuant to these by-laws will transfer and vest in the owners' corporation on and by virtue of the sale by the original owner of the last lot in the strata scheme in which it holds an interest.

27. Definitions and Interpretation

(a) Definitions

"consent authority" means any authority with building and development consent power in respect of the strata scheme.

"original owner" means Crowned Eagle Investments Pty Ltd ACN 099 341 750 or any nominee of Crowned Eagle Investments Pty Ltd notified to the owners' corporation.

(b) In these by-laws unless the contrary intention appears:

- (1) a reference to an instrument includes any variation or replacement of it;
- (2) the singular includes the plural and vice versa;
- (3) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, with limitation persons taking by novation and assign; and
- (4) headings are for convenience and do not effect the interpretation of these by-laws.

(c) Unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.



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Approved Form 27

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

Please list the number and details of all by-laws intended to be created *By-Laws 1-27*

*INCLUDING SET OUT IN ANNEXURE "A" WHICH  
COMPRISES 7 PAGES*

*EXECUTED BY CROWNED EAGLE  
INVESTMENTS PTY LTD ACN 099 341 750  
IN ACCORDANCE WITH S 127  
OF THE CORPORATIONS LAW IN  
THE PRESENCE OF*

*[Signature]*  
Signature of original proprietor or agent  
*DIRECTOR / SECRETARY  
JONATHAN CRAIG RUDOLPH*

*[Signature]*  
Signature of Witness *DIRECTOR  
STEPHANUS CARROLL*

Name, address and occupation of witness

EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 069 653 126  
BY ITS DULY APPOINTED ATTORNEYS

*BOB LONNANE*

*MARK CORBETT*

Full Names

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
IN THE PRESENCE OF:

*INCOM*

Witness

*VESNA TAM*

*[Signature]*  
Signature  
*[Signature]*  
Signature

*no 969*

*3004 4288*

NB Signatures and consents as required by s. 16(1) Strata Schemes (Freehold Development) Act 1973 should be added to this form (i.e. the same parties that signed and/or consented to the Strata Plan).

\_\_\_\_\_ Council has consented to the by-laws set out in this instrument

\_\_\_\_\_  
General Manager / Authorised Person

\* The consent of the Council to the abovementioned by-laws is optional

\* Strike out whichever is inapplicable

Sheet 1 of 8 Sheets

REGISTERED  18/6.8.2004