By-laws

Body Corporate for Broadwater Tower CTS 9041

1. Interpretation
   1. For the purposes of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
   2. In these By-laws, except where inconsistent with the context, the following terms have the following meanings:
      1. "**the Act**" means the *Body Corporate and Community Management Act 1997* and all Regulations thereunder, as amended from time to time;
      2. "**Body Corporate**" means the body corporate for the community title scheme as constituted by the Act;
      3. "**the Building**" means the residential units building and all appurtenances thereto standing on or forming part of the scheme land;
      4. "**the Building Services Contractor**" means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply caretaking and/or management and/or letting services for the benefit of the common property or lots included in the Community Titles Scheme;
      5. "**Committee**" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;
      6. "**Common Property**" has the same meaning ascribed to that word by the Act;
      7. "**Invitee**" means the guest, visitor, servant, employee, tradesperson, contractor, licensee of an Occupier of a lot or any other person permitted by an Owner or Occupier of a lot to enter upon the scheme land and includes children;
      8. "**Lot Improvement**" includes structural alterations, improvements and renovations of Lots (renovations, defined below) as regulated By-law 16.
      9. "**Occupier**" has the same meaning ascribed to that word by the Act;
      10. "**Owner**" has the same meaning ascribed to that word by the Act;
      11. "**Regulation Module**" means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-laws are annexed;
      12. "**Renovation**" works are defined as:
          1. replacement of internal fixtures, fittings, floor coverings;
          2. removal or alteration of any permanent walls or partitions;
          3. extended use of power tools;
          4. any work involving the use of pneumatic or heavy impact tools;
          5. installation or replacement of any air-conditioning system;
          6. enclosure of any portion of a balcony or erection of any permanent structure thereon;
          7. alteration or addition to any plumbing system, including fire sprinkler system;
          8. alteration or addition to any electrical wiring or switchboard;
          9. replacement of windows, external doors or tinting of windows
          10. any other works where the Committee, at its discretion, considers that independent supervision of the works is necessary to maintain the integrity of the building.
      13. "**Scheme Land**" means the parcel defined in the Act and, where the context permits, includes all lots and improvement;
      14. "**Vehicle**" means a machine that transports people or cargo, and includes but is not limited to, a caravan, campervan, motor home, boat, trailer, jet ski and other like vehicles;
   3. Reference to the "proprietor/s" of a lot shall mean reference to the "Owner/s" of the said lot.
   4. Reference to the "Building Units Plan" shall mean reference to Plan 6177 in Community Titles Scheme 9041.
2. Noise
   1. An Owner or Occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
   2. In particular, no Owner or Occupier:
      1. shall hold or permit to be held any social gathering in his or her lot which is likely to breach this By-law;
      2. shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.
   3. Where there is any unavoidable noise in a lot which at any time may breach this By-law, the Owner or Occupier must take all practicable steps to minimise annoyance to other lot Owners and Occupiers by closing all doors, windows and curtains of his or her lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
   4. Owners, Occupiers and Invitees both arriving and leaving the scheme are required to do so quietly, both in foyers and parking areas.
   5. An Owner or Occupier of a lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owners or Occupiers of another lot or of any person lawfully using Common Property.
3. Vehicles
   1. The Owner or Occupier of a lot must not, without the Committee’s prior written approval, park, stand, repair or store a vehicle on the Common Property
      1. an approval under this By-law must state the period for which it is given; and
      2. the Committee may withdraw an approval granted under this By-law on the giving of seven (7) days' notice.
   2. A Vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate
   3. The eight (8) visitor car parking spaces are located adjacent to the main building (hereinafter referred to as the "Visitor Parking Area") and seven (7) car spaces adjacent to the driveway (hereinafter referred to as the "Trades and Services Parking Area"). These two separate parking areas are clearly signposted by the Body Corporate. The Carer's Car Park is located adjacent to the mailboxes.
   4. The Committee (from time to time) is permitted by the By-Laws to regulate the use of the eight (8) visitor car parking spaces and the seven (7) trades and services car spaces.
   5. An Owner or Occupier of a lot shall ensure that their Invitees use the Visitor Parking Area only for its intended purpose of casual parking within the rules set from time to time by the Committee (which rules shall provide that areas of casual parking shall not be used for more than six (6) hours at a time).
   6. In the event of an Invitee to the scheme needing to park their vehicle overnight for a time between the hours of 6 p.m. and 7 a.m., the vehicle may be parked in the Trades and Services Parking Area only (if space is available), and the Invitee must obtain approval from the Building Services Contractor.
   7. For the safety of all persons on Scheme Land, the speed limit for Vehicles on Scheme Land is five (5) km.
   8. The Body Corporate reserves its rights to seek for any vehicle which contravenes this by-law to be towed. i. If an Owner, Occupier or Invitee breaches this by-law, the Body Corporate may authorise and appoint a company ("the Company") to place a notice, an adhesive or other sticker ("the Notification") on the offending vehicle requesting the relevant Owner, Occupier or Invitee remove the offending vehicle from the prohibited area.
   9. If, after the period of time specified in the Notification, the relevant Owner, Occupier or Invitee does not remedy the breach under this by-law (or otherwise demonstrate entitlement to park in the prohibited area) then the Body Corporate can authorise and appoint the Company to carry out the removal of the offending vehicle from the prohibited area.
   10. The Owner of any vehicle parked or stored in contravention of these By-laws shall be responsible for all costs of and incidental to the towing of that vehicle and shall hold the Body Corporate harmless from all claims arising therefrom.
   11. The Body Corporate will not be responsible for any further actions associated with the removal or retrieval of the offending vehicle, and any dispute will be a matter exclusively between the relevant Owner, Occupier or Invitee and the Company exclusively.
4. Obstruction
   1. An Owner or Occupier of a lot must not, without the written approval of the Committee:
      1. obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone; or
      2. use as storage, or place items on the Common Property.
5. Damage to lawns, etc, on Common Property
   1. The Owner or Occupier of a lot must not, without the written approval of the Committee:
      1. damage any lawn, garden, tree, shrub or flower on the common property, damage includes but is not limited to pets urinating or defecating on the Scheme Land; or
      2. use a part of the common property as a garden.
   2. An approval under By-law 5.1 must state the period for which it is given.
   3. An approval under By-law 5.1 may be cancelled by the Committee by giving seven days written notice to the Occupier.
6. Damage to Common Property
   1. An Owner or Occupier of a lot must not, without the written approval of the Committee, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
7. Behaviour of Invitees
   1. An Owner or Occupier of a lot must take all reasonable steps to supervise and ensure that their Invitees or any other person attending their lot do not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another lot or someone else using common property.
   2. The duties and obligations imposed by these By-laws on an Owner or Occupier of a lot must be observed by Invitees.
   3. The Owner or Occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property of the Body Corporate caused by such Owner, Occupier or their Invitees.
8. Litter
   1. The Owner or Occupier of a lot must not deposit or throw upon the Common Property any paper, rubbish, dirt, dust, cigarette butts, liquid or other substance whatsoever likely to interfere with the peaceful enjoyment of the Occupier of another lot, or of any person lawfully using the Common Property.
   2. The Owner or Occupier of a lot must not throw or allow to fall any paper, rubbish, dirt, dust, cigarette butts, liquid or other substance whatsoever out of, doors, windows, balconies or from any other part of a lot, or from the roof, stairways or passageways of the building.
   3. Any damage or costs for cleaning or repair caused by breach if this By-law 8 shall be borne by the Owner or Occupier concerned.
9. Appearance of building
   1. The Owner or Occupier of a lot must not, without the Committee’s prior written approval, make a change to the external appearance of the lot or the building including (without limitation) installing upon the lot or the building any curtains, window coverings, external awnings, blinds or other fixture.
   2. The Owner or Occupier of a lot must not, without the Committee’s prior written approval, make a change to the external appearance of the lot or the building including the installation of new windows, security doors, screens, shutters and fly screens.
   3. Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.
   4. The Owner or Occupier of a lot must not:
      1. hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the lot or on the outside of the building; or
      2. 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.
   5. Barbeques
      1. Subject to any local government requirements, barbeques:
         1. may be used on balconies within a Lot;
         2. must be gas operation only; and
         3. must be operated so as to ensure that they do not create an unreasonable amount of smoke or nuisance affecting others using Scheme Land.
   6. Furniture on balconies must:
      1. if there is furniture on balconies within a Lot which is visible from another lot or the common property, or from outside the Scheme Land, then the furniture must keep with the amenity of the building, properly maintained and kept in good order; and
      2. be properly secured to the lot in time of high wind or storms.
10. Dangerous goods
    1. An Owner or Occupier of a lot must not, without the written approval of the Body Corporate, use or store upon his lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
    2. An Owner or Occupier of a lot shall not bring to, do or keep anything in his lot or upon the Common Property which shall be contrary to the terms of any insurance policy or increase the rate of fire insurance premiums over improvements on the Scheme Land or which may conflict with the laws and/or regulations relating to fire safety or any insurance policy upon any property on the parcel or which may be contrary to the regulations or ordinances of any public authority for the time being in force.
11. Garbage disposal
    1. An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
    2. An Owner or Occupier of a lot must:
       1. save where the Body Corporate provides some other means of disposal of garbage, maintain within their lot, or on such part of the common property as may be designated by the Body Corporate in clean and dry condition and adequately covered, a receptacle for garbage;
       2. comply with all local authority By-laws and ordinances relating to the disposal of garbage;
       3. ensure that the health, hygiene and comfort of the Owner or Occupier of any other lot is not adversely affected by his disposal of garbage;
       4. only deposit domestic rubbish in the garbage Shute between 7.00am and 8.00pm and ensure that such domestic rubbish is securely wrapped before being disposed of in the garbage Shute;
       5. ensure that items to be recycled:-
          1. are placed within in the recycling receptacles on each floor; and
          2. that have wet or dry waste on their surface or interior, such as bottles and cans, are to be rinsed and cleaned prior to being placed in the recycling receptacle; and
       6. ensure that no items of rubbish are left on the floor of the garbage room.
12. Keeping of animals
    1. Unless an Occupier has a right to be accompanied by an assistance animal under any statute, an Occupier of a lot must not, without the Body Corporate's written approval, which may be given on conditions, keep any animal in a lot or on the Common Property.
    2. No Invitees shall bring an animal on to the scheme without the prior written consent of the Committee.
    3. It is the responsibility of the Owner or Occupier in applying for approval to keep an animal to provide sufficient information to the Committee to enable the Committee to make a decision to either reject or approve the application subject to conditions.
    4. The Owner or Occupier of a lot must execute all necessary documentation where required by the Committee.
    5. Any application to keep an animal must contain:
       1. all details about the animal, including breed, sex, age, name, Council registration (applicable to dogs), microchip number and whether the pet is desexed;
       2. a photograph of the animal, and
       3. where the applicant is not the registered Owner of the lot, the written consent of the Owner of the lot.
    6. Any approval given under this By-law 12 may contain the following conditions:
       1. Other than when the animal is entering or exiting the scheme, the animal must be kept within the lot.
       2. The animal must not roam or be allowed to roam on Common Property or into other lots.
       3. When the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off Scheme Land; it must be transported in a pet carrier or otherwise appropriately restrained.
       4. Any animal litter or waste must be disposed of in a suitable receptacle in such a way that it does not create noxious odours or otherwise contaminate the scheme land and where any part of the scheme land is soiled it must be immediately cleaned and disinfected by the controller of the animal at the time.
       5. The animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another lot or Common Property.
    7. The Committee may take up to 14 days after the Owner or Occupier supplies the information required by the Committee to make a decision.
    8. The Owner of the animal must indemnify the Body Corporate from any legal action, claim, damages, injury or compensation arising from any breach of this By-Law.
    9. Any animal that has not been approved by the Committee or breaches these By-laws must be removed from the building within a reasonable time after a written demand by the Committee.
    10. Approval granted by the Committee to an Owner or Occupier will be withdrawn if the Owner or Occupier receives three (3) or more written notices on separate occasions from the Committee advising the Owner or Occupier of a breach of any of the conditions in relation to their animal.
    11. Approval is for the current animal only and not for any other additional or replacement animal.
    12. In the event that any part of this By-law be adjudged by a court or be held or rendered by any competent government authority to be invalid, illegal or unenforceable, such part will be severed from the remainder of this By-law and will be deemed never to have been part of it and the remainder of it will subsist and remain in full force and effect unless the basic purposes of it would be defeated.
13. Use of lot
    1. Each lot must be used for residential purposes only except for Lot 3 which may in addition to residential purposes be used as the Management Unit.
    2. An Owner or Occupier of any lot must not use or permit any lot of which he is the Occupier to be used for any purpose which may be illegal or injurious to the reputation of the building.
    3. An Owner or Occupier may use its lot as a home office only so long as such use does not in any way interfere with the peaceful enjoyment of other Owners or Occupiers of their respective lot and the Common Property and is not in contravention of any requirements of the local council regulations, laws and rules or these By-laws.
    4. All lots must be kept clean by Owners and Occupiers and all practical steps must be taken to prevent infestation by vermin and/or insects.
    5. All doors and windows to any lot must be securely fastened on all occasions with the lot is left unoccupied and the Body Corporate or its agent has the right to enter and fasten any doors and windows if left insecurely fastened.
14. Observance of Notices
    1. Owners and Occupiers must observe the terms of any notice displayed in the lift or otherwise in the common area by authority of the Committee or of any statutory authority.
15. Aerials
    1. Outside wireless and television aerials and satellite dishes (or similar devices) must not be erected without written approval of the Committee.
16. Structural alterations and Lot Improvements
    1. Subject to an Owner or Occupier for a lot obtaining the prior written approval of the Committee, the Owner or Occupier of a lot may make any alterations or Renovations to a lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ("Works”).
    2. In order for the Committee to consider its approval pursuant to this By-law, the Owner or Occupier must provide to the Committee at least (4) weeks prior to any proposed commencement and expected completion dates for the Works the following:
       1. list (details) (electronic copy) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;
       2. if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;
       3. copies of any other relevant approvals that are required by legislation and/or the by-laws (including local council approval);
       4. details of who is proposed to carry out the Works;
       5. if Works are to be undertaken by a contractor or Owner builder, evidence that the relevant contractor or Owner builder holds the required license and appropriate insurance to conduct the Works;
       6. evidence of public liability insurance;
       7. if the request is lodged by the Occupier of a lot, written confirmation that the Owner of the lot consents to the Works;
       8. a duly executed Broadwater Tower Renovation Agreement, as prepared by the Committee from time to time, whereby the Owner or Occupier acknowledges and agrees to comply and be bound by the agreement;
       9. anything else reasonably required by the Committee to enable it to make its decision.
    3. Air conditioning installation shall comply with the following:
       1. any fan coil unit will have its condensation drains directly connected by a licensed plumber to the drainage system for air conditioning in the building; No silicone is to be used at this joint
       2. refrigeration pipe work will be run internally and connected to the condensing unit at low level;
       3. pipe work covers will be painted to match adjacent building wall colour;
          1. If core ore drilling is required, it must be carried out by a specialist firm as approved by the Committee and must adhere to all requirements listed on the Installation of Air Conditioning System Information sheet which will be fully executed whereby the Owner or Occupier acknowledges and agrees to comply and be bound by the agreement
       4. the lot Owner shall be responsible in perpetuity for:-
          1. the maintenance of;
          2. the repair of;
          3. any and all insurances relating to;
          4. the safety of any service personnel engaged to service;
          5. the installed air conditioning.
    4. The Committee must consider the following when making its decision pursuant to this By-law:
       1. whether all building and fire regulations are observed;
       2. whether all matters outlined within this By-law have been complied with; and
       3. limit of no more than 2 major renovations at a time.
    5. Works may not commence without:-
       1. the written approval of the Committee including approved start date and expected commencement date
       2. full payment to the Body Corporate of any bond required as a condition of approval for Works as required by the Committee.
    6. If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.
    7. If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.
    8. Undertaking the Works:
       1. An Owner or Occupier of a lot carrying out alterations and or refurbishment within their lot must take all steps necessary to reduce noise likely to interfere with the peaceful enjoyment of other Occupiers in the building and must restrict the hours of such work to 7:00am to 4:00pm Monday to Friday. No Works are to be carried out on weekends, public holidays and between Monday mid-December and Monday mid-January. Pneumatic and or heavy impact tools are only permitted to be used between the hours of 10:00am and 2:00pm Monday to Friday.
       2. If asbestos is located during the Renovation or alternation to the lot, then an asbestos report must be obtained by the Owner or Occupier.
       3. No Service access points within the unit to be covered/blocked. If access to the services is required, the owner or occupier will be responsible for opening the access if required and for any repairs to reinstate the area.
       4. If approval from the Queensland Fire Services (QFS) is required (for example replacement of heat detectors and plumbing alteration to fire walls etc) this must be obtained by the relevant Owner or Occupier prior to the Committee giving its approval.
       5. If the Works require:-
          1. completion of any relevant forms, including but not limited to certification for fire, plumbing, electrical, balustrading; or
          2. any other part of the Works require certification;

then the Owner or Occupier must provide copies of all such certificates to the Committee within 14 days of completion of the Works.

* + 1. All floor covering replacements in a lot must be sound insulated and, without limitation, the Owner or Occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, which includes ceramic tiles, vinyl tiles, hybrid flooring, and wood, the following applies:
       1. acoustic amenity in this building is important to lot Owners;
       2. replacement of any carpet with hard flooring is subject to the inspection of the new hard floor underlay, by a consultant nominated by the Committee (Consultant), and subject to the Consultant finding that he floor impact isolation class (FIIC) of the Works when completed must not be less than FIIC Specifications 65;
    2. Installing tiles on tiles is never allowed either on balconies or within a Lot / unit. Old tiles must always be removed. Balcony floor tiling can only be replaced with colours and materials which are identical or substantially similar to the colours and materials that currently exist. Upon removing the old tiles (and if applicable old waterproofing membrane) a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane (currently requiring certification).
    3. The machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on common property or on balconies.
    4. If there are specific works creating excessive noise, such as jack hammering or the use of pneumatic tools, the Owners must post a notice on the basement board at least 48 hours in advance expected excessive noise. These works are limited to the hours between 10:00am and 2:00pm.
  1. The Owners are to ensure that all trade vehicles are parked in the designated car parks for that lot, or in the Trades and Services Parking area (if available).
     1. No more than two trade vehicles per renovation to be parked in the Trades and Services Parking area.
     2. Additional trades vehicles may unload, materials, tools, etc, but then must park offsite.
  2. The Owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the Owner or Occupier on completions of work;
  3. All access for trades persons and materials must be through the basement.
  4. There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works:
     1. prior to commencement of works the Owner and Building Services Contractor are to conduct an inspection of the basement lobby and lift to note existing damage, further damage caused during the Works is to be repaired at the Owner or Occupier’s expense;
     2. lift one (1) protection during the course of the Works will be stored in the basement;
     3. in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;
     4. rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;
     5. contractors’ rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or common property;
     6. all call out costs for the fire services or lift contractors caused by the Works are to be charged to the Owner or Occupier;
     7. contractors are not to have radios playing loudly or have breaks, meals or smoke on common property;
     8. all Works are to be carried out in a clean and efficient manner;
     9. the common property foyer is to be protectively covered from the lift to the unit door at all times, when Works are being performed;
     10. the foyer and lift must be cleaned immediately after use each day;
     11. the foyer, fire stairs or any other common property area are not to be used to store materials, undertake Works or store rubbish associated with the Works;
     12. contractors’ rubbish skips or trailers can be placed in the Owner or occupier’s car park or exclusive use areas.
     13. Rubbish skips may be placed in one of the seven (7) trades and services parking spaces, as directed by the Building Services Contractor a maximum of 3 days and not over a weekend.
     14. Body Corporate shopping trolleys are not to be used by contractors, Owners or Occupiers to transport tools and equipment or materials.
  5. No person shall use the Common Property power anywhere in the building for private reasons except as permitted by the Committee in writing.
  6. No external light fittings shall be replaced without the written approval of the Committee.
  7. Doors from the lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.
  8. If an Owner or Occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-law, then the Owner or Occupier must, at its own expense, remove the offending part of the Works from the lot upon receiving written notice from the Committee to do so.
  9. External blinds or awnings must not be erected without the prior written approval of the Committee.
  10. An Owner or Occupier of a lot must not hang curtains visible from outside the lot unless those curtains have a backing of such colour and design as shall be approved by the Committee. An Owner or Occupier of a lot must not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all lots presents a uniform appearance when viewed from outside the building.
  11. When giving approval for Renovations, the Committee may at its discretion require that the Works be supervised by a licensed building certifier or clerk of works at the cost of the Owner of the lot.

1. Replacement of glass
   1. Glass, windows and other lustrous material within a lot must be kept clean by the Owner or Occupier and if cracked or broken must be promptly replaced by the Owner or Occupier of the lot at his expense with new material of the same kind and weight as the material being replaced. The obligation under this By-law does not apply to Glass, windows and other lustrous material forming the boundary of the lot and common property.
2. Infectious disease

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any lot the Owner or Occupier of such lot must give written notice thereof and any other information which may be required relative thereto to the Committee and must pay to the Committee the expenses incurred by the Committee of disinfecting the lot or in replacing any articles or things the destruction of which may be rendered necessary by such disease.

1. Auction sale
   1. Owners must not permit any auction sale of lots or otherwise to be conducted or to take place upon any lot or the common property without written approval of the Committee.
2. By-laws
   1. A copy of these By-laws (or a precise thereof approved by the Committee) must be exhibited in a prominent place in any lot made available for letting or given to the Occupier (if lessee) at the commencement of his lease.
3. Use of swimming pool, tennis court, sauna, spas and other common property facilities
   1. All Common Property facilities are for the exclusive use of the Occupiers of lots and their Invitees whilst residing or visiting a lot within the building.
   2. An Occupier of a lot must not release their keys to the Common Property facilities to a person or permit a person to use the Common Property facilities who is not residing in or an Invitee to their lot.
   3. The tennis court must not be used between the hours of 7.00pm and 7.00am unless otherwise approved by the Committee.
   4. The outdoor swimming pool, spa and barbecue areas must not be used between the hours of 10.00pm and 6.00am unless otherwise approved by the Committee.
   5. The Admiralty Room must not be used between the hours of 10 p.m. and 6 a.m. unless otherwise approved by the Committee.
   6. The sauna, indoor spa and gymnasium equipment must not be used by persons under 16 years of age.
4. Security
   1. The Owner or Occupier of a lot must at all times take steps to ensure that the security of the building and grounds is not breached by uninvited persons.
   2. The Owner or Occupier of a lot must at all times maintain control of his allocated security remotes and fobs and must not make such remotes and fobs available for the use of another person.
   3. The Owner or Occupier of a lot must immediately he becomes aware of it report to the building service contractor the loss or misplacement of security keys.
5. Exclusive Use - Car Spaces, Storage Spaces and Courtyard Areas
   1. The Owners for the time being of each lot in the building shall be entitled to the exclusive use for himself, his invitees and his licensees of the car space or spaces, or the storage space or spaces, or the courtyard area, the identifying number or numbers of which, are set out in Schedule E and on sketch plan marked "Plan A" attached hereto. Each Owner enjoying, from time to time, the exclusive use of a car space or car spaces in accordance with the foregoing must ensure that at all times, no rubbish, litter or other unsightly material be allowed to accumulate there and in respect of storage space and courtyard areas, each Owner enjoying, from time to time, the exclusive use thereof, shall be responsible at all times, to keep such parts of the common property to which such Owner is so entitled in a clean and tidy condition, and generally in good order and repair and must not allow any hazardous or dangerous or deleterious substance to accumulate therein.
   2. The Owner or Occupier of a lot must only use the car space for the sole purpose of parking a vehicle and must at all times park fully within his allocated car space. The Owner or Occupier is not permitted to park such vehicle in any other car space within the car park except with the written approval of the Committee or the Owner of the car space.
   3. The Owner or Occupier of a lot may, with the written approval of the Committee, install a free standing cabinet in the car space allocated to him under By-law 23.1. Any approval of the Committee will be given at its discretion and shall specify the design and position of the cabinet and the Owner or Occupier of the lot must comply with such direction and also obtain the approval of the Local Authority or any other competent authority, if required.
   4. The Owner or Occupier of a lot must immediately remove any deposits of oil and/or other leakages or spillages or exhaust deposits occurring in the car space allocated to him under By-law 23.1.
   5. Notwithstanding any By-law or enforceable law to the contrary, the Committee may consider and approve, as may be appropriate, applications by Owners for the enclosure of exclusive use storage space or space allocated, for the time being, to their particular lot or lots subject always to the prior approval of the relevant statutory authority being obtained and further, that pursuant to the Act, the Owner or Owners of the lot or lots concerned shall be responsible for, at the Owner or Owner's expense, the performance of the duties of the Body Corporate with regards to maintenance and operating costs.
   6. The Owner or Occupier of a lot must not, except with the written consent of the Committee, enclose the storage area, erect or place any storage cabinet, container or shelves within his allocated storage area, if any. Any approval of the Committee will be given at its discretion, shall have regard to the proper operation of the fire sprinkler system, the convenience of adjoining storage areas, the drainage of the basement and specify the design and position of the enclosure, storage cabinet, container or shelves and the Owner or Occupier of the lot must comply with such direction and shall only be considered by the Committee after approval has been obtained from the relevant statutory authority.
   7. The Owner of Occupier of a lot must ensure that any extension cord, appliance or electrical supply used within his allocated exclusive use area, is tagged and tested by a licenced electrician every 12 months.
6. Recovery of money
   1. A person (which expression shall extend to corporations) must pay on demand, the whole of the Body Corporate's costs and expenses (including solicitor and own client, management and administration costs) such amount deemed to be a liquidated debt due in recovering such levies or money duly levied upon that person by the Body Corporate pursuant to the Act.
   2. Where the Body Corporate expends money:
      1. in carrying out maintenance or repair that is the responsibility of the Owner of a lot; or
      2. making good damage caused by a breach of the Act, the Regulation Module or these By-laws, by any Owner of a lot or the guests, servants, employees, agents, children, invitees, lessees or licensees of the Owner of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot.
7. Management
   1. During such time as the Occupier of Lot 3 in the building has the written approval of the Body Corporate and any necessary governmental or semi - governmental licences and/or consents, then, that lot may be used both for residential purposes and for the purposes of management of the building and letting of the lots in the building on behalf of the Owners and the rendering of such services to occupants of lots in the building as are authorised in writing by the Body Corporate, but must not without the written approval of the Committee display signs or notices for the purpose of offering for lease or for letting any lot in the building. For the purposes aforesaid the Body Corporate shall grant to the Owner of Lot 3 the right to carry on in the building the business of letting of lots and for that purpose may enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.
8. Bayview Harbour Yacht Squadron Pty Ltd
   1. The Committee must, for the purposes of enhancing the enjoyment by relevant Owners of adjacent marina berths, and the administration and protection of certain personal property of the Body Corporate, namely shares in Bayview Harbour Yacht Squadron Pty Ltd, at all times ensure that the appropriate representatives be appointed as Directors of Bayview Yacht Squadron Pty Ltd, and that in all other respects, where applicable, the provisions of the Memorandum of Association and Articles of Association of Bayview Yacht Squadron Ply Ltd be observed.
9. Electricity The Body Corporate may supply to the Owner or Occupier of a lot from the bulk supply of electricity purchased (from the relevant authority) by the Body Corporate all the electricity consumed in the lot and in such case the following provisions shall apply:
   1. the Owner or Occupier of a lot shall purchase all electricity consumed in the lot from the Body Corporate;
   2. so far as it is able to do so, the Body Corporate shall supply to the Owner or Occupier of a lot all its reasonable requirements for the proper use of the premises;
   3. the price to be charged by the Body Corporate for the supply of electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the appropriate authority as if it were supplying electricity directly to the Owner or Occupier for the lot only;
   4. the Body Corporate shall render accounts to the Owner or Occupier of a lot from time to time and such accounts shall be payable to the Body Corporate within 14 days of the delivery of such account;
   5. the Body Corporate shall not be responsible or liable for any failure of the supply of electricity arising from any cause known or for any failure of the electrical system in the building or in the lot due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description;
   6. should the Owner or Occupier of a lot fail to pay accounts rendered by the Body Corporate for electricity charges within the prescribed 14 days the Body Corporate reserves the right to disconnect the electricity supplied to the lot and the cost of any disconnection and of any re-connection of any such supplies shall be paid forthwith by the Owner or Occupier of a lot and until payment shall for all purposes be deemed to be a debt overdue;
   7. the Owner or Occupier of a lot shall ensure that any electrical installation while it remains connected to the source of supply of electricity in the lot is maintained free from any defect that is likely to cause fire or likely to cause a person to sustain an electrical shock. Immediately upon demand the Owner or Occupier of a lot shall make available to the Committee any electrical installation in the lot for inspection. For the purpose of this paragraph the words "electrical installation" shall have the same meaning as is ascribed to them in the Electricity Act 1976;
   8. where, due to limitations in the supply of electricity the Committee is satisfied that, for the purpose of ensuring at all times the regular, efficient and constant supply of electricity within the limits of the supply of electricity it is necessary to restrict the electrical articles that may be used by the Owner or Occupier of a lot, the Committee may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified articles. For the purpose of this paragraph the words "electrical articles" shall have the same meaning as is ascribed to them in the Electricity Act 1976; and
   9. the Owner or Occupier of a lot shall pay to the Body Corporate an electricity deposit which shall be refundable at the time the Owner or Occupier is no longer responsible for the electricity to the lot, and that the amount of this deposit shall be determined from time to time by the Committee.
10. Short Term Accommodation
    1. An Owner of a lot must not, except with the consent in writing of the Committee, lease, rent or home exchange their lot for periods of less than three (3) months at a time.
    2. An Owner of a Lot may rent or tenant their Lot subject to the Owner complying with the provisions of this by-law as follows:
       1. that the tenancy agreement does not breach the occupancy limits contained in the By-laws and/or local Council regulations;
       2. that the Owner provides a copy of these By-laws to the Occupier/occupant;
       3. that the tenancy agreement between the Owner and the Occupier/occupant is to exclude sub-tenancy arrangements;
       4. the tenancy agreement is for a period of time in excess of three (3) months, unless otherwise approved in writing by the Committee;
       5. the Owner provide the necessary details to the Committee about the Occupier/occupant in accordance with Form 8 of the Act;
       6. contact details of all Occupiers/occupants are to be collected and held by the Owner including, but not necessarily limited to the matters in this by-law, and further, such details/information are to be provided to the Secretary of the Committee upon request and within fourteen (14) days of request:
          1. the date of “moving in”;
          2. the date of "moving out";
          3. the number of Occupiers/occupants per Lot;
          4. confirmation that each Occupier/occupant is aware of the fire evacuation procedures for the building;
          5. the service address of all Occupier/occupant;
          6. the term of the tenancy for all Occupier/occupant;
          7. the name and service address of the Owner and Occupier's/occupant's letting agent for the tenancy for all Occupier/occupant;
          8. any other information the Body Corporate may reasonably require;
       7. the Resident must prove to the satisfaction of the Body Corporate that the Lot is authorised by local Council for such use. For clarity, the Resident will need to establish that the Lot has been approved for the use by local Council (e.g. a material change of use has been approved) or, if no approval is required, then evidence from local Council that the Lot does not require any further approval for use. The Body Corporate may request a copy of such evidence to be kept on the records of the Body Corporate (e.g. local Council approval notice).
    3. The Committee may, at any time acting reasonably, request the Owner provide a written request to the Body Corporate seeking its consent to enter into a letting/tenancy agreement with the potential Occupier/occupant of a Lot and such written request must identify to the satisfaction of the Committee, compliance with the provisions of this by-law.
11. Nuisance
    1. An Owner or Occupier of a Lot must not:
       1. cause a nuisance or hazard;
       2. interfere unreasonably with the use or enjoyment of another Lot in the Scheme; nor
       3. interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
    2. An Owner or Occupier of a Lot must not:
       1. permit any of their invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property;
       2. use a Lot or Common Property for any purpose which is illegal, or which may damage the reputation of the Scheme or Body Corporate;
       3. create noise likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another Lot or the Common Property;
       4. obstruct the use of the Common Property by another person.
12. Smoking within a Lot
    1. An Owner, Occupier or Invitee must not smoke or permit the smoking of a product 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:
       1. Cause a nuisance or hazard to another Owner, Occupier or Invitee;
       2. Cause smoke drift to penetrate the Common Property or any other Lot;
       3. Interfere unreasonably with the use and enjoyment of another Lot or Common Property; or
       4. Cause discomfort to a person using their Lot or Common Property.
    2. Further, all persons, including persons visiting the Scheme Land, must suitably and safely dispose of any smoking products in a rubbish bin.
    3. An Owner or Occupier of a Lot must ensure that smoke drift caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee of the Owner or Occupier, of the Lot does not penetrate the Common Property or any other Lot.
13. Correspondence
    1. Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.
    2. In addition to by-law 31.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.
    3. Communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:
       1. the Body Corporate Manager;
       2. the Body Corporate's lawyers; and
       3. the Body Corporate's insurer.
    4. Where communications are sent in breach of these conditions:
       1. the recipient will not be required to acknowledge receipt of them; and
       2. the Committee may resolve to limit communications from that Owner or Occupier to one (1) piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the Body Corporate's address for service.
    5. The Committee is authorised by this by-law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and by-law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this by-law pursuant to the dispute resolution provisions of the Act.