



The Keys Apartments By-Laws Title Reference 50115499

Schedule C By-Laws

DEFINITIONS

Dictionary

Act	means the Body Corporate and Community Management Act 1997
Body Corporate	has the same meaning as in the Act
Body Corporate Committee	has the same meaning as in the Act
Commissioner	has the same meaning as in the Act
Common Property	has the same meaning as in the Act
Invitee	any person on the Scheme Land with the permission of an Occupier
Lot	has the same meaning as in the Act
Managers Lot	means Lot 69
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a lot, or any person resident in a lot
Owner	has the same meaning as in the Act
Scheme Land	has the same meaning as in the Act, and
Window Covering	curtain, blind, venetian or roller shade

1. RULES FOR INTERPRETATION

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

- 1.1.1 words denoting any gender include all genders;
- 1.1.2 the singular numbers include the plural and vice versa;
- 1.1.3 a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors;
- 1.1.4 words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- 1.1.5 any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- 1.1.6 references to legislation includes legislation which amends or replaces that legislation;
- 1.1.7 headings are included for convenience only and will not affect the interpretation of these by-laws;
- 1.1.8 a reference to anything includes the whole or each part of it, and
- 1.1.9 in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

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2. NOISE

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

3. VEHICLES

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

4. OBSTRUCTION

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

5. DAMAGE TO LAWNS ETC ON COMMON PROPERTY

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

6. DAMAGE TO COMMON PROPERTY

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

7. DEPOSITING RUBBISH, ETC ON COMMON PROPERTY

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

8. GARBAGE DISPOSAL

- 8.1 The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- 8.2 The Occupier must:
 - 8.2.1 comply with all local government local laws about disposal of garbage, and
 - 8.2.2 ensure that in disposing of garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

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9. BEHAVIOUR OF INVITEES AND OWNERS

- 9.1 Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property.
- 9.2 Owners will be liable to compensate the Body Corporate for all damages to the Common Property caused by their Occupiers and Invitees.

10. KEEPING ANIMALS

- 10.1 Subject to Section 181 of the Act, an Occupier must not, except with the consent in writing of the Body Corporate Committee:
- 10.1.1 bring or keep an animal or bird on the Lot of the Common Property, or
 - 10.1.2 permit an Invitee to bring or keep an animal or bird on the Lot or Common Property.
- 10.2 Any consent of the Body Corporate Committee may be;
- 10.2.1 given on conditions, and
 - 10.2.2 withdrawn at any time

11. APPEARANCE OF LOT

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

12. ALTERATIONS TO LOT

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

13. MAINTENANCE OF LOTS

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

14. WINDOW COVERINGS

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

15. STORAGE OF FLAMMABLE LIQUIDS ETC

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

16. WINDOWS TO BE REPLACED

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



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17. USE OF RECREATIONAL FACILITIES

17.1 The recreational facilities on the Common Property must not be used between 10.00pm and 6.00am without the prior approval of the Body Corporate Committee.

18. RECOVERY BY BODY CORPORATE

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

19. USE OF LOTS

19.1 The Owner or Occupier ('Manager') or a Lot ('Managers Lot') who has entered into an agreement with the Body Corporate for the Manager to provide services for the control, management and administration of the Common Property (a 'Caretaker Agreement') then the Manager's Lot may be used both for residential purposes and for the purposes of Caretaking of the Common Property and/or Lots of the benefit of the Body Corporate and/or Owners and Occupiers of Lots.

20. DISPLAY UNIT

20.1 While TW Headley (Investments) Pty Ltd ACN 010 566 711, PTH Vision Pty Ltd ACN 102 250 804 as Trustee and RAS Vision Pty Ltd ACN 102 250 877 as Trustee are the Owner of a Lot they may:

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

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

20.1.3 have full and uninterrupted access to the Scheme Land for sale purposed between 10.00am and 5.00pm seven days a week.

21. USE OF SWIMMING POOL

21.1 In relation to the use of the swimming pool an adjacent areas an Owner or Occupier of a Lot shall ensure;

21.1.1 that his or her Invitees and guests do not use the same or any of them unless he or she or another Owner or Occupier accompanies them

21.1.2 that children below the age of 13 years are not in or around the same unless accompanied by an Adult, Owner or Occupier exercising effective control over them

21.1.3 that alcoholic beverages are not take to or consumed in or around the same

21.1.4 that glass containers or receptacles of any type are not take to or allowed to remain in or around the same

21.1.5 that he or she and his or her Invitees shall exercise caution at all times and shall not run, or jump or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons

21.1.6 that no use is made of the swimming pool and surrounding areas between the hours of 10.00pm and 6.00am

21.1.7 that he or she and his or her Invitees will shower before using the pool.

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22. MAINTENANCE OF SWIMMING POOL

22.1 An Owner or Occupier of a Lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

23. EXCLUSIVE USE

23.1 The Owner for the time being of certain Lots in the Scheme shall be entitled to the exclusive use for himself or herself and his or her licensees of the car space or spaces as show on the sketches marked 'Sketch Plan of Exclusive Use A-U' and referred to in Schedule E of the Community Management Statement for the Scheme.

23.2 Each Owner to whom exclusive use of a car space or spaces is given pursuant to this by-law shall not litter the area or so use the same as to create a nuisance.

23.3 Each Owner to who exclusive use of a car space or spaces is give pursuant to this by-law shall continue to be responsible for the maintenance of their car space or spaces.