

# BY-LAWS – RAVENSBOURNE HILLSIDE ESTATE CTS 33712

## 1. DEFINITIONS

### 1.1 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
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in Lot
Owner	has the same meaning as in the Act
Manager	means the person engaged by the Body Corporate from time to time to carry out caretaking and other services
Original Owner	means the person who, immediately before the establishment of the Community Titles Scheme, is the registered owner of the lot that, on establishment of the Community Titles Scheme, becomes Scheme Land
Scheme Land	has the same meaning as in the Act.

### 1.2 Rules for Interpretation

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

- a) words denoting any gender include all genders
- b) the singular number includes the plural and vice versa
- c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors
- d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- e) 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
- f) references to any legislation includes any legislation which amends or replaces that legislation
- g) headings are included for convenience only and will not affect the interpretation of these by-laws
- h) a reference to any thing includes the whole or each part of it; and
- i) 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.

## 2. VEHICLES

An Occupier must not park any vehicle upon Common Property except -

- (a) with the consent in writing of the Body Corporate Committee; or
- (b) where authorised by an exclusive use by-law.

## 3. OBSTRUCTION/NUISANCE

- (a) An Occupier must not obstruct lawful use of Common Property by any other person.
  - (b) An Occupier must not cause a nuisance or act in such a way so as to interfere with the peaceful
-

enjoyment of a person lawfully on another Lot or using the Common Property.

**4. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY**

An Occupier must not -

- (a) alter or interfere with any Common Property lawn, garden, tree, shrub, plant or flower, or
- (b) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

**5. DAMAGE TO COMMON PROPERTY**

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. DEPOSITING RUBBISH ETC. ON COMMON PROPERTY**

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

**7. NOISE**

- (a) An Occupier must not create any noise likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property.
- (b) In relation to any building works being carried out on a Lot, no work creating noise is to be carried out before 7 a.m. and after 5 p.m., except with the consent in writing of the Body Corporate Committee.

**8. BEHAVIOUR OF INVITEES**

- (a) Occupiers must take all reasonable steps to ensure their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers or any other persons lawfully using Common Property.
- (b) Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

**9. KEEPING ANIMALS**

- (a) Subject to Section 181 of the Act, an Occupier must not:
  - (i) bring or keep an animal, reptile or bird (domestic or otherwise) onto a Lot or the Common Property, or
  - (ii) permit an Invitee to bring or keep an animal, reptile or bird (domestic or otherwise) onto a Lot or the Common Property.
- (b) By-law 9(a) does not apply to the Manager or the Original Owner.

**10. MAINTENANCE OF LOTS**

- (a) Each Owner must ensure that his Lot is kept and maintained so as not to allow infestation by vermin or insects or be offensive in appearance to other Occupiers.
- (b) Each Owner must ensure the utility infrastructure within the boundaries of his Lot is kept in a good condition and, if in need of replacement, must replace it.

**11. APPEARANCE OF LOTS**

- (a) Washing lines are to be retractable and hills hoist lines are not permitted.
  - (b) All washing must be hung on retractable washing lines and not on balconies or any other part of a Lot.
  - (c) Storage of items must be contained in enclosed areas and not visible from another Lot.
  - (d) A tin shed may only be built on a Lot, if it cannot be seen from anywhere outside the Lot.
-

**12. STORAGE OF FLAMMABLE LIQUIDS ETC.**

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

**13. RECOVERY BY BODY CORPORATE**

Where the Body Corporate spends money to repair damage caused by a breach of the Act, these by-laws or the Architectural and Landscape Code by any 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.

**14. RECOVERY OF COSTS AND LEVIES**

An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

- (a) recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

**15. PRIVATE ROADS AND OTHER COMMON PROPERTY**

- (a) The private roadways, pathways, drives and other Common Property and any easement giving access to the Scheme Land shall not be obstructed by any Occupier or their Invitees for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.
- (b) An Occupier must not:
  - (i) Drive any motor vehicle in excess of 20 kilometres per hour on the Common Property roadways.
  - (ii) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than any motor vehicle entitled by any statute and/or local government ordinances.
  - (iii) Permit any Invitee's vehicle to be parked on the roadway forming part of the Common Property at any time. Any Invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
  - (iv) Permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property or on the Scheme Land unless the same is housed in a garage and is not visible from any part of the Common Property.
  - (v) Permit any occupation of a caravan on a Lot.
  - (vi) Permit major mechanical work of any nature to be carried out on any vehicle in the driveway of a Lot or on the Common Property.
  - (vii) Permit the riding of skateboards, roller blades, skates, carts or any other similar equipment in driveways or on the Common Property.

**16. HOUSE RULES**

The Body Corporate Committee may make house rules concerning the Common Property and the recreational facilities, however the house rules must not be inconsistent with these by-laws. The house rules are to be observed in the same manner as these by-laws. The house rules are to be displayed on the Body Corporate's notice board or other areas on the Common Property.

**17. AUCTION AND OTHER SALES**

An Occupier must not conduct an auction sale or a garage sale on a Lot or the Common Property, except with the consent in writing of the Body Corporate Committee.

**18. SIGNS**

---

- (a) An Occupier must not place on a Lot or the Common Property signs for direction, the sale or letting of a Lot or any other advertising sign, except with the consent in writing of the Body Corporate Committee.
- (b) In giving its consent under by-law 17(a), the Body Corporate Committee must ensure that the sign is designed and constructed and placed in a position on the Lot or the Common Property so as to ensure that its use has minimal impact on the visual environment.
- (c) This by-law does not apply to the Manager or the Original Owner.

**19. DISPLAY UNIT**

While the Original Owner is an Owner of a Lot then it:

- (a) may use that Lot as a display unit to allow prospective buyers of any Lot to inspect
- (b) may display signs and other advertising material on the Scheme Land, and
- (c) is entitled to full and uninterrupted access to the Scheme Land for sale purposes between 10am and 5pm, seven days per week.

**20. PRINCIPAL BODY CORPORATE**

An Occupier must comply with the by-laws of the Body Corporate for Ravensbourne Park Estates Community Titles Scheme CTS 26250.

---