**Isedale By-Laws**

**NOISE**

1. An Owner or occupier of a Lot, their servant or agents shall not make, or permit, any noise in the Lot or on Common Property which will be likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of Lots or those having business with them or of any person lawfully using the Common Property.
2. In the event of any unavoidable noise in a Lot at any time, the Owner or occupier shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by closing all doors windows and curtains of its Lot and also such further steps as may be within his power for the same purpose.
3. All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours of 9:00 pm and 8:00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.
4. An Owner or occupier of a Lot shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which interferes with the quiet enjoyment of its Lot by any other Owner or occupier of a Lot at any time of day or night.
5. An Owner or occupier of a Lot shall request guests leaving after 11:00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.

**DAMAGE TO COMMON PROPERTY**

An Owner or occupier of a Lot shall 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 except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by it from installing:

1. any locking or other safety device for protection of its Lot against intruders; or
2. any screen or other device to prevent entry of animals or insects upon its Lot;

PROVIDED THAT the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the good appearance of the building (as determined by the Committee of the Body Corporate).

**DAMAGE TO LAWNS, ETC ON COMMON PROPERTY AND BODY CORPORATE ASSETS**

An Owner or occupier of a Lot shall not –

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any Body Corporate asset; or
2. use for its own purposes as a garden any portion of the Common Property

**OBSTRUCTIONS**

An Owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

**CORRESPONDENCE**

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

**RIGHT OF ENTRY**

1. An Owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property, or to ensure that the By-laws are being observed also as to allow fulfilment of the conditions of any Building Management Statement affecting the Scheme.
2. Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the occupier of its Lot.
3. If not so permitted the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager, may effect entry and such entry shall not constitute trespass.
4. The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or occupier of a Lot as is reasonable in the circumstances.

**PARKING**

1. The occupier of a Lot shall not, without the Body Corporate’s written approval:
	1. park a vehicle or allow a vehicle to stand, on the common property; or
	2. permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors’ vehicles;
2. An approval under subsection 7(a) must state the period for which it is given, with the exception of designated visitor parking.
3. However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or occupier, with the exception of designated visitor parking.

**SPEED LIMIT**

An Owner or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee meeting from time to time (the “speed limit”) while driving any motor propelled vehicle on the Common Property and shall use its best endeavours to ensure that its invitees do not exceed the speed limit in such circumstances. The speed limit for the time being shall be 10 kph.

**VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY**

1. The roadways, pathways, drives and other Common Property and any easement giving access to the Scheme shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An owner or occupier of a Lot shall not drive or permit to be driven any motor vehicle in excess of 2 tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Lot, and any motor vehicles entitled by any statute and/or local authority ordinances.
2. The Committee from time to time may (subject to it being lawful to do so) designate an area of Common Property (being a car parking space) that shall be used for car/vehicle washing purposes. The washing of cars/vehicles elsewhere on the Common Property is prohibited.

**REFUSE DISPOSAL, ETC, ON COMMON PROPERTY**

1. An Owner or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall, any object or substance out of the window or doors or from any balcony of its Lot, or down any staircase, passage, or skylight, or from the roof or passageway of the buildings. Any cost of remedying any damage, or of cleaning caused by a breach of this By-law, shall be borne by the Owner of the relevant Lot.
2. An Owner or occupier of a Lot shall comply with all directions of the Local Authority on disposal of refuse and further:
	1. Save where the Body Corporate provides some other means of disposal of refuse, maintain within its Lot or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse;
	2. Empty bottles, boxes, used containers, pellets and similar items shall be stored tidily and, as far as possible, out of sight;
	3. Ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by its disposal of garbage;
	4. Keep car spaces tidy and free of litter; and
	5. Ensure that any perishable items such as meat, fish, fruit etc are not placed in receptacles for periods longer than 24 hours prior to collection.
3. Each owner acknowledges that the Body Corporate may enter into an agreement for a bulk bin collection service and amongst other things that agreement may require the Body Corporate to authorise entry to Common Property for the collection of refuse and to indemnify the collector from any damage to the pavement or other driving surfaces as a result.

**KEEPING OF ANIMALS**

1. Subject to Section 181 of the Act (as amended) an Owner or occupier of a Lot may only with the approval in writing of the Committee of the Body Corporate, keep any animal upon its Lot (or the Common Property for thoroughfare purposes), which approval may at any time be withdrawn. In any event, only one (1) animal may be kept per Lot (with the exception of fish) and no animal shall be kept in excess of eight (8) kilograms in weight;
2. On approval, the animal must be physically restrained or leashed and prevented from wandering onto Common Property or the property of other Lot Owners;
3. On approval, the Owner or occupier of the Lot shall ensure that noise from the animal shall be kept to a minimum so as not to interfere with the peaceful enjoyment of other Owners or occupiers of Lots;
4. Notwithstanding the provisions of any other By-laws, an Owner or occupier of a Lot or an invitee of an Owner or occupier of a Lot shall not bring or keep any animal onto or upon the Common Property occupied by Swimming Pool and BBQ areas.

**WINDOWS**

Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of the same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

**EXTERNAL APPEARANCE OR STRUCTURE OF A LOT**

Subject to these By-Laws:-

1. An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, 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 outside the building;
2. An Owner or occupier of a Lot shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;
3. Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot;
4. An Owner or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the Common Property or in any personal property vested in the Body Corporate or of any accident associated therewith, give notice to the Secretary or to the Body Corporate Manager;
5. An Owner or occupier of a Lot shall not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee of the Body Corporate; and
6. An Owner or occupier of a Lot shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Committee of the Body Corporate considers (in its absolute discretion) detrimentally effects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Committee of the Body Corporate.

**AIR CONDITIONING**

No air conditioners shall be installed (other than those installed by the Original Owner) on any Lot or Common Property without prior written consent of the Committee of the Body Corporate such consent to be given on the submission of full design specifications of the proposed air conditioning to be installed to the Body Corporate. Consent may be given conditionally and particular regard shall be had to noise and or emissions of the proposed air conditioning system. Subject to the consent, an Owner or occupier of a Lot shall choose the location of any air conditioners with care so that same does not cause discomfort to neighbours. Evaporative air conditioners shall be low profile and be of neutral colour so as not to be visible from the street and no window air conditioners shall be allowed.

**INFECTIOUS DISEASES**

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 shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

**STORAGE OF FLAMMABLE LIQUIDS, GAS OR OTHER MATERIALS**

1. An Owner or occupier of a Lot shall not bring to, do, or keep anything in its Lot which may make void, or increase the rate of, fire insurance on any property shown in the Scheme or which may conflict with the Law or Regulations or Ordinances relating to fires or any insurance policy upon any property shown in the Scheme or the Regulations or Ordinances of any State or Local Authority for the time being in force.
2. An Owner or occupier of a Lot, shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase the risk of fire or explosion in its Lot.

**USE OF LOTS**

1. Unless otherwise allowed, an Owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the development provided that the Lot may be used as a home office on a condition that such use does not in any way interfere with the peaceful enjoyment of other Lot Owners or occupiers and the Lot is not used as an office for a real estate agent or a letting agent.
2. An Owner or occupier of a Lot shall not operate or permit to be operated upon any Lot or Common Property any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;
3. An Owner or occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services;
4. An Owner or occupier of a Lot shall keep the Lot in a good state of preservation and cleanliness and shall take all reasonable steps to keep the Lot free of all vermin, insects or other pests.
5. An Owner or Occupier of a lot must not, without the written approval of the Body Corporate, and subject to any conditions that the Body Corporate may impose, remove or install any hard floor surfaces.

**MAINTENANCE OF LOTS**

1. Each owner shall be responsible for the maintenance of their Lot and each owner or occupier shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Further, all Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
2. Each owner must ensure that waterproofing of all balconies and terraces which form part of that owners Lot do not leak resulting in water escaping into other Lots or onto Common Property.
3. Each owner shall be responsible for the maintenance of any individual air conditioning unit(s) (if any) servicing their Lot and to ensure that their air conditioning unit(s) is operating in a quiet manner so as not to cause a nuisance to any other owner or occupier. An Owner shall not replace their air conditioning system unless:-
	1. the Body Corporate first approves the new system to be installed;
	2. the installation is carried out by an installer approved by the Body Corporate.
4. Windows shall be kept clean and promptly replaced by the owner or occupier of their Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This By-law does not prohibit an owner from making a claim on the Body Corporate insurance.

**SECURITY FOR LOTS**

1. With the written permission of the Committee, an owner or a person authorised by them may install:
	1. any locking or other safety device for protection of their Lot against intruders; or
	2. any screen or other device to prevent entry of animals or insects upon their Lot,
	3. provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
2. An owner shall not disclose to any person other than the owners family resident in the Scheme or any other person residing in the Scheme with the authority of the owner, any security code (if any) advised from time to time to the owner by the Body Corporate for the security gate (if any) erected at the entrance to the Scheme.

**TAPS**

An owner or occupier of a Lot shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system (if any) must be turned off.

**AERIALS AND RECEIVERS**

No outside wireless, television, aerial, sky dish, receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature may be erected by any owner or occupier without the previous consent in writing of the Committee.

 **WATER CLOSETS AND CONVENIENCES**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by their own actions or those of their tenants, servants, agents, licensees or invitees.

**BEHAVIOUR OF INVITEES**

1. An Owner or occupier of a Lot shall take all reasonable steps to ensure that its invitees comply with the provisions of these By-laws when upon a Lot or Common Property and in the event of its inability for any reason to ensure such compliance by any invitee it shall thereupon –
	1. withdraw the invitation of that person to be upon a Lot or Common Property; and
	2. ensure that such person immediately leaves the Scheme.
2. 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 vested in it caused by such Owner or occupier or their invitees.
3. An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the Bylaws.

**TRADESMEN**

An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

**REMOVALS**

An Owner or occupier of a Lot shall not move any large items of furniture, piano or safe into or out of its Lot without having given prior notice to the person contracted as the Caretaker and Letting Agent for the Body Corporate or the Committee of the Body Corporate and the moving must be done in the manner, by the route and at the time directed by the Caretaker and Letting Agent or Committee.

**SECURITY OF THE BUILDING**

1. The Body Corporate shall take all reasonable steps to ensure the security of the Building and Body Corporate property and the observance of these By-laws and without limiting the generality of the foregoing may:
2. Close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to, or use, by Owners or occupiers of any such part of the Common Property;
3. (Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and
4. obtain install and maintain locks alarms communications systems and other security devices.
5. If the Body Corporate in the exercise of any of its powers under these By-laws restricts the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners or occupiers of Lots free of charge and may at its discretion, make additional numbers available to Owners or occupiers upon payment of such reasonable charges as may be determined from time to time by the Body Corporate.
6. An Owner or occupier of a Lot to who any key or any operation system is given pursuant to these Bylaws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner upon the user or occupier ceasing to be a user or occupier.
7. An Owner or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Committee.
8. An Owner or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
9. An Owner or occupier of a Lot shall securely fasten all doors and windows to its Lot on all occasions when the Lot is left unoccupied, and the Body Corporate, its servants, agents or the Body Corporate Manager, shall have the right, without committing trespass, to enter and fasten any doors or windows.

**DISPLAY UNITS/SIGNAGE**

1. While the Original Owner remains an Owner of any Lot in the Scheme, it and its officers, servants and/or agents, shall be entitled to use any Lot or part of a Lot of which it is the registered Owner or over which it is granted occupancy rights as a display unit or sales office and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot.
2. While the Original Owner remains an Owner of any Lot in the Scheme, the Original Owner may erect signs, advertising or display material in or about the improvement of a Lot owned by it (notwithstanding that same may infringe other provisions of these By-laws) or on Common Property.
3. The Body Corporate may erect or may authorise the Caretaker and Letting Agent to erect on the Common Property a nominal amount of Property Signage identifying the Caretaker and Letting Agent and the method by which the Caretaker and Letting Agent can be contacted.
4. The Body Corporate will not allow any sign to be erected on any part of the roof of the building.

**STORAGE**

The Committee of the Body Corporate may at any time designate any appropriate part of the Common Property to be used as a storeroom for the purposes of the storage of materials by the Caretaker and Letting Agent and may determine rules by which the Caretaker and Letting Agent and/or other any persons nominated by the Committee are given access to such designated storerooms.

**NOTICE OF AUCTION**

An Owner or occupier of a Lot shall not without the prior written notice of the Committee of the Body Corporate conduct an on-site auction of a Lot.

**MISCELLANEOUS**

If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

**EXCLUSIVE USE CARPARKS**

1. The exclusive use car parking space or spaces attaching to each lot are identified and allocated in Schedule E or will be identified and allocated by the Original Owner and notified in writing to the Body Corporate within twelve (12) months after the recording of the Community Management Statement.
2. The Original Owner or the Original Owner’s agent is authorised to allocate exclusive use or special rights in respect of parts of the Common Property identified by the Original Owner or the Original Owner’s agent for the purpose of car parking.
3. The Original Owner may make allocations under this by-law subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

**EXCLUSIVE USE STORAGE AREAS**

1. The exclusive use area attaching to each lot are identified and allocated in Schedule E or will be identified and allocated by the original owner and notified in writing to the Body Corporate within twelve (12) months after the recording of the Community Management Statement.
2. The Original Owner or the Original Owner’s agent is authorised to allocate exclusive use or special rights in respect of parts of the Common Property identified by the Original Owner or the Original Owner’s agent for the purpose of storage.
3. The Original Owner may make allocations under this by-law subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

**USE OF COMMON PROPERTY FACILITIES**

All owners and occupiers of Lots in the Scheme may use any common Property facilities (if any) subject to the rules made by the Body Corporate from time to time which will, where appropriate, apply to all guests or invitees of lots owners or occupiers and include:-

1. after facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users – failing to comply with this may incur a cleaning cost;
2. Common Property and assets will not be defaced, damaged or removed; and
3. the Body Corporate may operate a reservation system for Common Property facilities and assets with which lot owners and occupiers shall comply.

An owner or occupier of a Lot in the Scheme must not without property authority, operate, adjust or interfere with the operation of any of the facilities referred to in this by-law. Further, notwithstanding the rules set out in this by-law, the Committee may from time to time make other rules regarding the facilities including forms of reservation and the like.

**ADDITIONAL EXCLUSIVE USE AREAS**

Subject to the provisions of the Act, the Body Corporate Committee and the Body Corporate (as necessary) shall at the request of the Original Owner and upon the provision of the necessary exclusive use plans by the Original Owner approve and consent to the granting of exclusive use to any Lot Owner(s) of any part of Common Property and will authorise the signing of any New Community Management Statement necessary to give effect to the grant of exclusive use provided all reasonable costs are borne by the Original Owner.

**SECURITY CAMERAS**

In the event that security cameras are installed in the Building, the Body Corporate Committee may determine

policy for the operation of those cameras and storage and destruction of any tapes.

**BALCONIES AND TERRACES**

1. An owner or occupier of a Lot which contains a veranda/balcony whether it be included as part of a Lot or by way of exclusive use of Common Property, must ensure that:-
2. all plants kept in the veranda/balcony area are compatible in the conformity with the landscaping and plants kept on the Common Property in the vicinity of their veranda/balcony and must have drip tap trays and dishes under them;
3. all umbrellas, patio covers and other types of awning are fits approved in writing by the Body Corporate;
4. all large pots, plants, statues and other features proposed to be placed or installed in the veranda/balcony area are first approved in writing by the Body Corporate which will not be granted unless the Body Corporate is satisfied that such pots, plants, statues or features (as the case may be) will not exceed the maximum acceptable floor loading weights for the veranda/balcony area and will not detrimentally effect the structural soundness of the veranda/balcony area or the visual integrity of the Scheme.
5. If an owner or occupier of a Lot fails to comply with this clause 38(a), the Body Corporate may at the cost of the owner or occupier, payable on demand enter the Lot or exclusive use area (as the case may be) and carry out whatever work the Body Corporate considers necessary to ensure that clause 38(a) is complied with.
6. Unless the Body Corporate and Local Authority have authorised otherwise, all balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those clearly depicted on the approved drawings.