

BUILDING UNITS AND GROUP TITLES ACT

(Section 30)

**THIRD SCHEDULE
BY-LAWS**

1. **Noise.** A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.
2. **Vehicles.** Save where a by-law made pursuant to section 39(7) authorizes him to do so, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the body corporate.
3. **Obstruction.** A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.
4. **Damage to lawns, etc., on Common property.** A proprietor or occupier of a lot shall not –
 - (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
 - (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.
5. **Damage to common property.** A proprietor 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 a proprietor or person authorized by him from installing –
 - (a) any locking or other safety device for protection of his lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects upon his lot;

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.
6. **Behaviour of invitees.** A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.
7. **Depositing rubbish, etc., on common property.** A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.
8. **Appearance of building.** In the case of a Building Units Plan, a proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
9. **Storage of flammable liquids, etc.** A proprietor or occupier of a lot shall not, except with the consent in writing 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 materials in a fuel tank of a motor vehicle or internal combustion engine.
10. **Garbage disposal.** A proprietor or occupier of a lot shall –
 - (a) save where the body corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorized by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
 - (c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage.
11. **Keeping of animals.** Subject to section 30(12), a proprietor or occupier of a lot shall not, without the approval in writing of the body corporate, keep any animal upon his lot or the common property.

Building Units and Group Titles Act 1980-1988
Building Units and Group Titles Regulations 1980-1988
(Form 17)

NOTIFICATION OF CHANGE OF BY-LAWS

THE PROPRIETORS GREENVALE BUILDING UNITS PLAN NO. 10103 hereby certify that in pursuance of the provisions of Section 30 of the Building Units and Group Titles Act 1980-1988 by *special resolution* and resolution without dissent (so far as relates to By-law 15) duly passed on the 22nd June day of 1990, the by-laws in force in respect of the parcel referred to in the said plan were *added to* as follows:

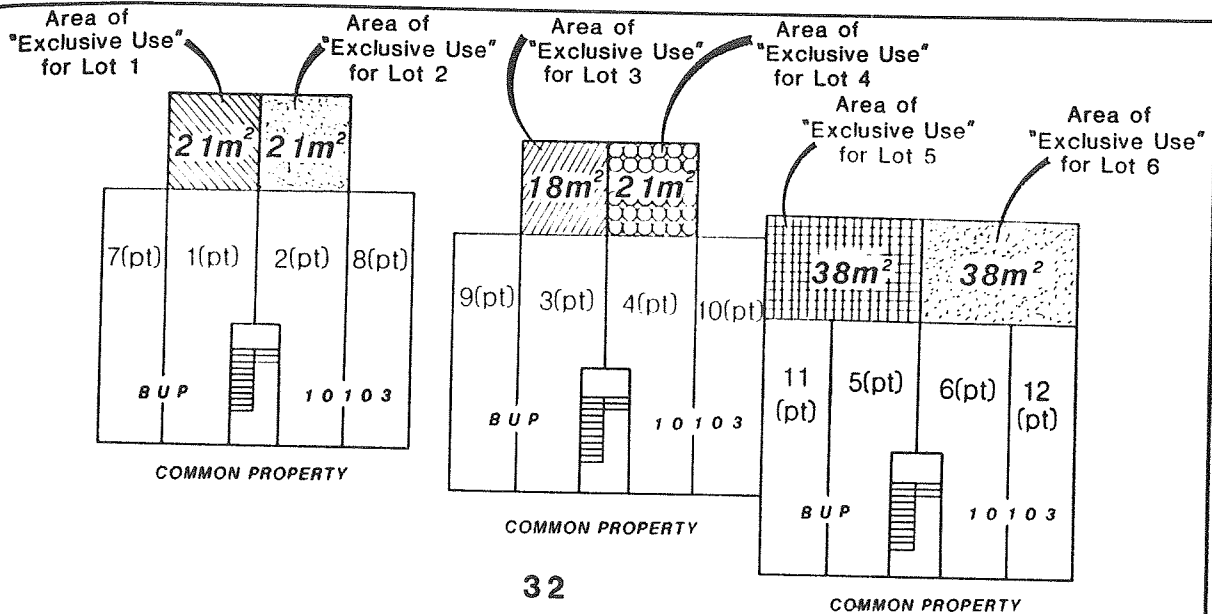
"That the by-laws be added to or amended to include the following by-law:

12. **Bad debts.** A person (which expression shall extend to corporations) shall pay on demand the whole of the body corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the body corporate pursuant to the Building Units and Group Titles Act 1988 as amended.
13. **Complaints or Applications.** All complaints or applications to the body corporate or its committee shall be addressed in writing to the secretary or the body corporate manager of the body corporate.
14. **Display Unit.** While Liverland Pty Ltd remains a proprietor of any lot in the building, it and its officers, servants and/or agents shall be entitled to use any unit of which it is a registered proprietor as a display unit and shall be entitled to use such signs, advertising or display material in or about the building and common property as it thinks fit such signs shall be attractive and tasteful having regard to the general appearance of the building and shall not at any time be more in terms of number and size than is reasonably necessary.
15. **Exclusive Use of Courtyards.** The proprietors for the time being of Lots 1, 2, 3, 4, 5 and 6 shall have the exclusive use of that part of the common property identified on the sketch plan annexed hereto marked with the letter "A" by the number corresponding to the lot concerned for use as a recreational area but shall be restricted from making any permanent alteration to the area, and such proprietor shall be responsible for the maintenance and repair of the exclusive use areas at their expense.

"A"



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RP 23642



RP 226853

32
RP 227130

31
RP 23634

GREENVALE

Plan showing areas for Exclusive Use

for Lots 1-6 on BUP 10103

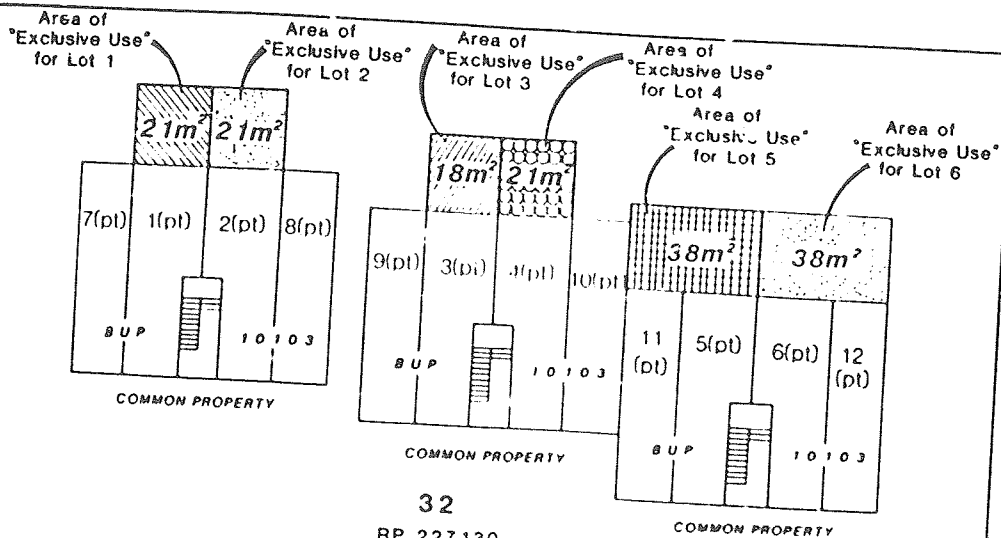
(Previously Common Property on BUP10103)



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RP 23642



1
RP 226353

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RP 227130

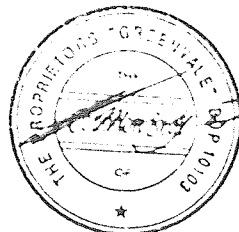
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GREENVALE

Plan showing areas for Exclusive Use

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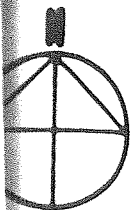
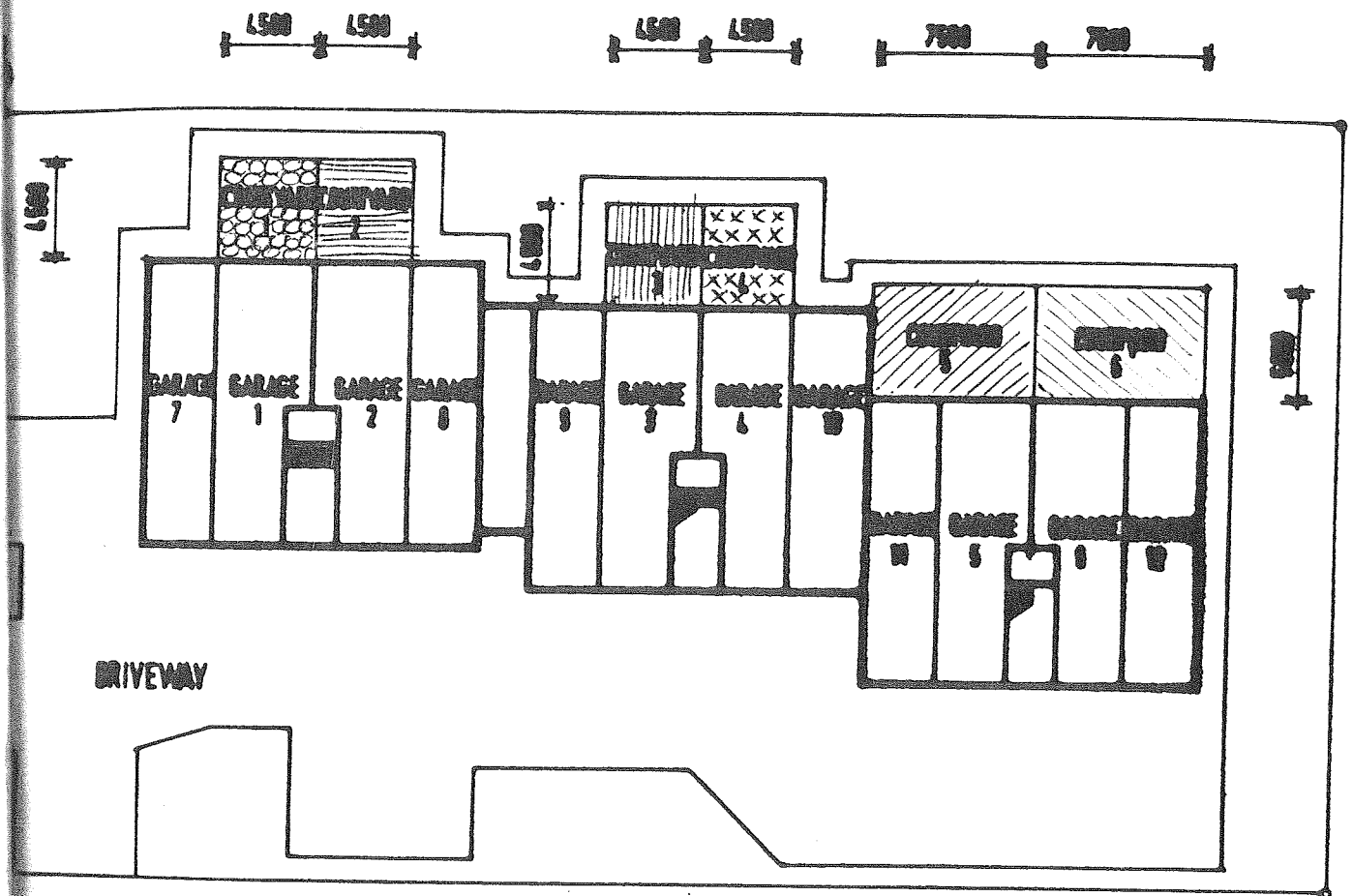


SCALE 1:300

Keitar Fox & McGhie Pty

"GREENVALE" BUP 10103

"A"



*THE COMMON SEAL OF
The Proprietors GREENVALE
Building Units Plan No. 10103
was herunto affixed on the
27th of June, 1990
by authority of a resolution
of the body corporate by
Body Corporate Services Pty Limited
as Body Corporate Manager
by Paula Manger Body Corporate Manager
under registered Power of Attorney
No. H934972*



Body Corporate Services
Pty Limited by its Attorney
Paula Manger
as Body Corporate Manager