

# Marina Residences Body Corporate

## Pet Application (By-Law – Animals 7.05)

Applicants Name(s):

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I hereby make application to keep or have the following Pet(s) at my premises:

Unit Number: \_\_\_\_\_

Under Section 7.05 of the by-laws, I provide the follow information:

a) evidence of ownership of the Animal; (Must be attached)

b) particulars of the Animal, including;

- Number of Pets \_\_\_\_\_
- Name \_\_\_\_\_
- Sex \_\_\_\_\_
- Weight \_\_\_\_\_
- Height \_\_\_\_\_
- Description \_\_\_\_\_
- Breed \_\_\_\_\_

and **two photographs**, one showing the face and one the side of the Animal(s);  
(Must be Attached)

c) if any regulation requires the Animal to be registered with Council, evidence of registration;  
(Must be attached)

**d) where applicable, written confirmation that the Animal has been de-sexed; (Must be attached)**

e) where the Lot is tenanted, written and signed approval from the Proprietor of the Lot  
consenting to the Animal being kept in that Lot.

(If the apartment is rented through on-site management, they have that approval)

I have made myself fully aware of the by-laws and accept that I must comply with these by-laws.

Signed (1) \_\_\_\_\_ Signed (2) \_\_\_\_\_

## **7.05 ANIMALS**

7.05.1 For the purpose of this By-Law 7.05 the term “Animal” means either a cat, dog or bird.

7.05.2 A Proprietor or Occupier of a Lot is entitled to bring or keep a maximum of two (2) Animals on their Lot on the condition that the Proprietor or Occupier obtains the prior written approval of the Committee.

7.05.3 Not less than fourteen (14) days prior to bringing an Animal on their Lot, the Proprietor or Occupier must provide to the Committee:

- a) evidence of ownership of the Animal;
- b) particulars of the Animal, including name, sex, weight, description, breed and two photographs, one showing the face and one the side of the Animal;
- c) if any regulation requires the Animal to be registered with Council, evidence of registration;
- d) where applicable, written confirmation that the Animal has been de-sexed; and
- e) where the Lot is tenanted, written and signed approval from the Proprietor of the Lot consenting to the Animal being kept in that Lot.

7.05.4 Approval will not be provided by the Committee where:

- a) an Animal has a projected adult weight for the breed of more than ten (10) kilograms and/or has a projected height greater than thirty (30) centimetres;
- b) if a Proprietor or Occupier proposes to bring or keep two (2) dogs on their Lot, the combined projected adult weight of the dogs must not be more than fifteen (15) kilograms;
- c) the Animal is a non-domestic Animal;
- d) there would be more than two Animals on a Lot;
- e) the Animal, if a cat or dog, is not de-sexed;
- f) the Animal is poisonous or dangerous or a rodent, spider, reptile or insect.

7.05.5 A person mentioned in section 5 of the Guide Dogs Act 1972 who has the right to be on a Lot or on the Common Property has the right to be accompanied by a guide dog while on the Lot or the Common Property.

7.05.6 The written approval provided by the Committee applies to the approved Animal only and does not authorise the keeping of additional, replacement or substitute Animals.

7.05.7 This By-Law takes effect from its recording in the Department of Natural Resources, Mines and Energy and does not apply to any approval that may have been given by the Committee prior to the passing of this By-Law.

7.05.8 Any approval given prior to the passing of this By-Law shall only operate until the death of that Animal so approved or the Proprietor or Occupier moving from the Scheme.

7.05.9 If the Committee gives written approval for the keeping of an Animal under this By-Law 7.05, the Proprietor or Occupier must ensure that:

- a) save for instances where the Animal is required to be walked, the Animal is kept within the Lot;
- b) the Animal is not kept for breeding or commercial purposes;
- c) the Animal carries a name tag identifying the name, address and telephone details of the Animal's owner;
- d) if the Animal is a cat, that the cat wears collar bells and is not left outside after 6.00pm and before 6.00am;

- e) the Animal only enters or traverses Common Property for the purpose of being brought onto or leaving the Scheme;
- f) the Animal is not taken onto the Common Property unless it is carried or kept on a leash which is no longer than one (1) meter in length - for the avoidance of doubt, the Animal is not permitted to wander or roam on the Common Property unsupervised under any circumstances;
- g) any droppings or waste material deposited by the Animal is promptly removed and disposed of in an appropriately sealed garbage receptacle with appropriate wrapping to avoid spillage or odour;
- h) the Animal must not be permitted to urinate, defecate, or otherwise cause any mess on Common Property -

Any cleaning required on Common Property because of an Animal must be immediately carried out by the Proprietor or Occupier responsible for that Animal. The Proprietor or Occupier must use enzymatic cleaners designed for neutralising odours (not household detergents) when attending to any cleaning requirements on Common Property. The Proprietor or Occupier will be required to pay all reasonable costs incurred by the Body Corporate due to the Proprietor's or Occupier's failure to immediately attend to any cleaning requirements in breach of this By-Law;

- i) the Animal is kept clean, quiet, flea and parasite free and controlled at all times so as to not cause a nuisance that unreasonably interferes with any other Proprietor's or Occupier's use or enjoyment of their Lot or the Common Property;
- j) all reasonable steps are taken to keep the Animal in good health and vaccinated - up to date veterinarian certificates, showing that the Animal is current with all recommended vaccinations, must be made available for inspection by the Committee upon request; and
- k) the Animal is fed in the interior of their Lot premises only and that no food is placed or left on balconies or other outside areas.

7.05.10 Any breach of this By-Law 7.05 may result in the Committee withdrawing its consent and ordering that the Animal be removed from the Scheme. The Animal's owner must comply with such an order within three (3) days of being received;

7.05.11 If an animal is found loose on the Common Property, the Committee may arrange for the Animal to be restrained, delivered to a pound or otherwise removed from the Common Property by an authority that has the power to deal with wandering animals. All costs associated with the restraint and/or removal of the Animal are to be paid by the Proprietor or Occupier to the Body Corporate;

7.05.12 Each Proprietor housing an Animal indemnifies and shall keep fully indemnified the Body Corporate against any loss, damage, injury, compensation or claim whatsoever made against the Body Corporate regarding any act on the part of that Animal.