

ANNEXURE TO CHANGE OF BY-LAWS

CONSOLIDATED BY-LAWS

STRATA SCHEME 72924

41-55 TERRIGAL DRIVE

TERRIGAL 2260

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1. Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

General Obligations

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

Owners Corporation Powers

- (2) In addition to any powers under the Act and Regulations, the owners corporation has the power to impose reasonable restrictions on the use of common property driveways, ramps and parking areas.

Visitors Parking

- (3) Each owner and occupier must ensure that only a visitor parks in the car spaces designated from time to time as visitors parking and that they obey any rules made in relation to visitors parking.
- (4) The owners corporation may put up signage on or near designated car parking spaces for visitors imposing time limits for visitors of the strata scheme.
- (5) A visitor must not use a visitor car space more than the time limit which is 48 hours unless agreed otherwise in writing with the Strata Committee.
- (6) Where a visitor of an owner or occupier of a lot does not abide by the time limits imposed, the owner or occupier is in breach of this by-law.
- (7) For the purposes of this By-law, a “visitor” is an invitee of an owner or occupier of a lot, including tradesman and contractors, using a visitor car space on the scheme’s designated visitors parking area.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

- (1) An owner or occupier of a lot must 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 prior written approval of the owners corporation.

Note: This by-law is subject to **sections 109 and 110** of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) of this by-law cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the scheme.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) of this by-law that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) of this by-law that forms part of the common property and that services the lot.

Window Safety Devices

- (6) Notwithstanding clause (3)(c) of this by-law, the owners corporation shall install, at its cost, Window Safety Devices to prescribed windows within the strata scheme.
- (7) Subject to reasonable notice, the owner of a lot must provide access to the owners corporation's servants, agents and contractors to allow for the installation of the Window Safety Devices within a lot.
- (8) Where the occupier of the lot is not the owner, the owner who does not occupy the lot, must arrange access to the lot to be provided to the owners corporation's servants, agents and contractors.
- (9) An owner or occupier must not obstruct or hinder the owners corporation in the exercise of its functions under this by-law.
- (10) An owner or occupier must not remove, interfere with or damage a Window Safety Device.
- (11) An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot are engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remains in the lock position while any child is within the lot.
- (12) An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (13) If a Window Safety Device is damaged or removed by an owner or occupier or their visitors or invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the Window Safety Device.

(14) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.

(15) In this by-law:

“**Window Safety Device(s)**” means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Act and the Regulation.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. Children playing on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a car parking area or other area of possible danger or hazard to children.

8. Behaviour of invitees

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (2) An owner or occupier of a lot shall take all reasonable steps and do all within his power to ensure that his invitees and/or licensees do not: -
 - (a) carry out or do any act or matter or thing which, under these by-laws, an owner or occupier of a lot is prohibited or forbidden from doing, or
 - (b) behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property, or
 - (c) do or omit to do any matter or thing which would cause offence or embarrassment to the owner or occupier of any lot or to any person lawfully using common property or which would be likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

9. Depositing rubbish and other material on common property

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- (2) The owners corporation is empowered to follow the directions provide in the Act or Regulations in respect of disposal of abandoned goods.
- (3) Where the owners corporation can provide evidence that the abandoned goods belonged to a lot owner or a tenant of an owner of a lot, the owner of a lot must pay the costs incidental to the owners corporation and its servants and agents for having any abandoned goods removed and disposed of

(including without limitation strata management fees and legal fees) which are recoverable by the owners corporation as a debt due by the owner of the lot.

10. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

11. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2) of this by-law, an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14. Floor Covering - Repealed

15. Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (3) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16. Keeping of animals

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

17. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the scheme.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

- (3) Any alteration, addition or erection of structures, including replacement of the front door to the lot and decks installed on the lot by an owner or occupier, which affect the outside appearance of a lot, must have a consistent appearance with other lots on the scheme.

18. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) of this by-law to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note.

Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Special By-law No.1 - Compliance with Planning and other Laws

Prohibition on Illegal use of a lot

- (1) The owner, occupier or lessee of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner, occupier or lessee of a lot must ensure that the lot is not used for any purpose for which a consent or other authorisation (such as a development consent from Central Coast Council) must be obtained under any law without the consent or authorisation.
- (3) The owner occupier or lessee of a lot must not carry on, engage in, operate, permit or suffer to permit, on a lot or common property, an activity, business, development, enterprise, trade or undertaking that is prohibited by law or for which a consent or other authorisation must be obtained under any law (such as a development consent from Central Coast Council) without that consent or authorisation.
- (4) In this by-law, the word "law" includes any Act (such as the *Environmental Planning and Assessment Act 1979* (as amended)), statutory rule, regulation, by-law, ordinance or environmental planning instrument made under an Act (such as the Gosford Local Environmental Plan (as amended)).

Special By-law No.2 – Prohibited Activities

- (1) The owner, occupier or lessee of a lot must not carry on, engage in, operate, or suffer to permit an activity, business, development, enterprise, trade or undertaking of or associated with:

- (a) a backpacker's hostel;
 - (b) a motel or hotel;
 - (c) a tourist facility;
 - (d) short term holiday or student accommodation;
- on their lot or the common property.
- (2) The owner, occupier or lessee of a lot must not carry on, engage in, operate, or suffer to permit an activity, business, development, enterprise, trade or undertaking of or associated with:
- (a) Bed and breakfast accommodation;
 - (b) Boarding houses;
 - (c) Boat sheds;
 - (d) Child care centres;
 - (e) Community facilities;
 - (f) Dwelling houses;
 - (g) Group homes;
 - (h) Homebased child care;
 - (i) Home industries;
 - (j) Hospitals;
 - (k) Neighbourhood shops;
 - (l) Places of public worship;
 - (m) Respite day care centres;
 - (n) Roads;
 - (o) Secondary dwellings;
 - (p) Seniors housing;
- on their lot or the common property, without the consent of the local authority as required under the applicable Gosford Local Environmental Plan 2014 or as amended from time to time.
- (3) An Owner or Occupier must notify the Owners Corporation of any change in use of lot approved by the Local Council for any type of activity or purpose mentioned in clauses (1) and (2) above and provide a written copy of the Development Consent which provides consent to the lot being used for such an activity or purpose.

Special By-law No.3 - Restrictions on Number of Occupants in Lots

The owner occupier or lessee of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-law No.4 - Occupancy of lots

- (1) The Owner or Occupier of a lot must ensure that the number of persons who reside in the lot, and sleep overnight in the lot for more than four (4) consecutive nights, does not exceed twice the number of Bedrooms in the lot, meaning –
 - (a) in a two (2) Bedroom lot only four (4) adults may reside; and
 - (b) in a three (3) Bedroom lot only six (6) adults may reside; and
 - (c) in a four (4) Bedroom lot only eight (8) adults may reside.
- (2) Clause (1) above does not apply to an Owner or Occupier of a lot who is a Resident of the lot and their Relatives.
- (3) The Owner of a lot must include in any lease or license or other document, which grants rights of occupation to the lot (“tenancy agreement”) a clause in the tenancy agreement, which has the effect of this by-law.
- (4) If the Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease, sub-lease, licence or sub-licence and the occupation of the lot in accordance with the tenancy agreement.
- (5) This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - (a) the Environmental Planning & Assessment Act 1979 (and Regulations under it), or any Act or Regulations replacing the same;
 - (b) the Strata Schemes (Leasehold Development) Act 1986 or the Strata Schemes Management Act 1996 (and Regulations thereunder) or any Act or Regulations replacing the same; and
 - (c) generally at law.

Defined Terms and Interpretation

- (1) **“Bedroom”** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and includes any other room prescribed by the regulations as a bedroom for the purposes of this section. A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed).
- (2) **“Owner”** means any owner or owners of a lot from time to time on strata plan no.72924.
- (3) **“Occupier”** means an occupier, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on strata plan no. 72924.
- (4) **“Resident”** means an Owner or Occupier who permanently resides in the lot and that lot is the Owner or Occupier’s principal place of residence for a continuous period of not less than 3 months.
- (5) **“Relatives”** means a person related to a Resident in a lot, being –
 - (a) a parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, or cousin of a Resident of a lot; or
 - (b) a spouse or defacto partner of the Resident of a lot; or
 - (c) a relative of the Resident’s defacto partner; or

(d) a carer of, or is cared for by, the Resident of a lot.

Where a Resident is an Aboriginal person or a Torres Strait Islander, a relative will also include a person of the extended family or kin of the Resident according to the indigenous kinship system of the person's culture.

Special By-law No.5 - Electronic Service of Document

- (1) Each owner or occupier of a lot not in occupation of his lot shall notify in writing to the secretary of the owners corporation an address for service, failing which the posting of all notices to his lot or the leaving of the same in the letter box for his lot shall, for all purposes, constitute effective service on him.
- (2) A document or notice may be served by the owners corporation, its secretary or any member of the strata committee on the owner or occupier of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.
- (3) A notice or document served on an owner or occupier by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.
- (4) An owner or occupier is responsible for keeping the strata managing agent informed of their current email address.
- (5) An owner or occupier who provides an email address will no longer receive mailed copies of a document or notice, unless required pursuant to the *Strata Schemes Management Act 2015*.
- (6) The owners corporation is empowered to send notices and correspondence in accordance with the voting procedure adopted by the owners corporation at general meeting pursuant to the *Strata Schemes Management Act 2015*.

Special By-law No.6 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Special By-law No.7 - Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

Special By-law No.8 – Swimming Pool Rules

- (1) An owner or occupier of a lot, or an owner or occupier's servants, agent or invitees, shall ensure they do not use the swimming pool in such a manner as to exclude any other owner or occupier of any other lot, or the servants, agents or invitees of such owners or occupiers, from freely using the swimming pool facility.
- (2) Invitees using the swimming pool must be accompanied by an owner or occupier.
- (3) The swimming pool and adjoining grounds shall not be used or permitted to be used –
 - (a) by any unauthorised person; and
 - (b) by any person causing or making excessive noise.
- (4) At the pool, children are required to be dressed in a proper swimming costume as a minimum requirement and they must be accompanied by an owner or occupier.
- (5) Glass bottles and glasses etc. are not permitted within the swimming pool enclosure
- (6) The strata committee may prepare house rules as it thinks fit for the use of swimming pool and other common property facilities., which are part of the common property and they shall be binding on all owners and occupiers.
- (7) Notwithstanding anything in these by-laws contained or implied, each owner shall strictly observe and comply with the provisions of all house rules from time to time made by the strata committee relating to the general conduct and use of the common property and all personal property owned by the owners corporation and the behaviour of the owners and occupiers both on the common property and within their lots.
- (8) The owners corporation assumes no liability for injuries or damages arising from the results of participation in the swimming pool unless it's due to wilful or gross negligence on the part of the owners corporation. All activities present certain inherent risks and hazards which the participant assumes.

Special By-law No.9 - Minor Renovations

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.

Request made to carry out Minor Renovations constitutes consent to conditions of by-law

- (2) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Minor Renovations

- (3) Where any Minor Renovations covered under clause (28) of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

Minor Renovations authorised under this by-law do not confer special privileges or rights to common property

- (4) The Minor Renovations covered under clause (28) of this by-law require the written consent of the Owners Corporation as specified under this by-law, and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- (5) The Owners Corporation may at any time request the removal of the items covered in clause (28) of this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the items specified in clause (28) of this by-law.

Minor Renovations that require any local or statutory authority consent shall require a common property rights by-law

- (6) Where any Minor Renovations covered under clause (4) of this by-law require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee for approval with the application.

Cosmetic Works do not require consent

- (7) The Owner may undertake Cosmetic Works without notification and approval of the Owners Corporation.

CONDITIONS

Before undertaking Minor Renovations

Approval of the Owners Corporation

- (8) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee pursuant to section **110 (6) (b)** of the *Strata Schemes Management Act 2015*.
- (9) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee of the Owners Corporation pursuant to this by-law.

Application to undertake Minor Renovations to be submitted

- (10) An Application must be submitted by the Owner in accordance with **Annexure A** in **Schedule 1** to these By-laws, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:
 - (a) further specifications of the Minor Renovations;
 - (b) plans and drawings (if relevant);
 - (c) details of the contractor performing the Minor Renovations;
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
 - (e) copy of Home Owners Warranty Insurance for the works (if applicable)
 - (f) any other documents reasonably required by the Owners Corporation.

- (11) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in clause (10) of this by-law, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.
- (12) Where the Owners Corporation rejects the Application, it must provide reasons to the Owner in writing.

Carrying out the Minor Renovations

Hours of Works

- (13) The Owner must perform the Minor Renovations as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (14) The Owner performing the Minor Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (15) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

General Conditions

- (16) When performing the Minor Renovations, the Owner must:
- (a) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas outside their Lot clean and tidy throughout the performance of the Minor Renovations.
 - (f) repair promptly any damage caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Minor Renovations

- (17) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- (18) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- (19) The strata committee may inspect the property at any stage during, and upon completion of the Works.

Owner's Enduring Obligations

Maintenance and Repair

- (20) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Minor Renovations.
- (21) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (22) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
 - (d) liability under **section 122 (6)** of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Minor Renovations.
- (23) To the extent that **section 106 (3)** of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

Repair of Damage

- (24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.
- (25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (26) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, to the satisfaction of the Owners Corporation.

Defined Terms and Interpretation

- (27) "**Cosmetic Works**" means aesthetic works as defined in **section 109** of the *Strata Schemes Management Act 2015* and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.
- (28) "**Minor Renovations**" means work items as defined in **section 110** of the *Strata Schemes Management Act 2015*, under **Regulation 28** of the *Strata Schemes Management Regulations 2016*

and as specified below, performed by the Owner, at the Owner's expense and to remain the Owner's fixture:

- (i) Work for the following purposes is prescribed as minor renovations pursuant to **s110 (3)** of *Strata Schemes Management Act 2015*:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls),
- (ii) Work for the following purposes is prescribed as minor renovations pursuant to **Regulation 28** of the *Strata Schemes Management Regulations 2016*:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (b) installing a rainwater tank,
 - (c) installing a clothesline,
 - (d) installing a reverse cycle split system air conditioner,
 - (e) installing double or triple glazed windows,
 - (f) installing a heat pump,
 - (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to **section 110 (6) (a)** of the *Strata Schemes Management Act 2015*:
 - (a) Installing any other type of air-conditioner/system
 - (b) Installing false ceilings
 - (c) Installing security systems / alarms
 - (d) Installing fixtures to internal surfaces of common property walls
 - (e) Installing Foxtel or PayTV connection
 - (f) Installing new plumbing, gas and electrical equipment and services

(29) “**Owner**” means any owner or owners of a lot from time to time on the strata scheme.

(30) In this by-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this by-law;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (31) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Special By-law No.10 – Air-conditioning Units and Hot Water Systems

- (1) To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair Air-conditioning Unit and Hot Water System which services their lot.
- (2) The Owner must, at the Owner's expense properly maintain the Air-Conditioning Unit and Hot Water System and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Air-Conditioning Unit and Hot Water System.
- (3) If the Owner removes the Air-Conditioning Unit and/or Hot Water System or any part of the Air-Conditioning Unit and/or Hot Water System installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (4) The Owner is responsible for ensuring that any water from the Air-Conditioning Unit is drained appropriately, through either a drip tray or appropriate balcony drainage, and the Owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.
- (5) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Air-Conditioning Unit and / or Hot Water System.
- (6) The Owners Corporation reserves the right to replace the Air-Conditioning Unit and / or Hot Water System or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.
- (7) For the purposes of this by-law, "**Air-Conditioning Unit**" means any originally installed air-conditioning unit/ system which serves one lot, including any external condenser on the roof top which serves one lot and all associated equipment.
- (8) For the purposes of this by-law, "**Hot Water System**" means any originally installed hot water system which serves one lot, including all associated equipment.

Special By-law No.11 – Awnings

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to keep any existing, replacement or new Awnings on the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of Awnings, in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) "**Lot**" is lot 1-64 respectively on the strata scheme.
- (3) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.72924.

- (4) **“Rights of Exclusive Use”** means the rights to exclusively use part of the common property, namely the area the Awnings are installed on the outside of a Lot on the scheme.
- (5) **“Special Privileges”** means the privilege to keep the Awnings, or alter and add to the common property by replacing or installing an Awnings that affect the common property and outside appearance of the lot.
- (6) **“Awnings”** means any awnings already installed by an owner or occupier, or any awnings to be installed, attached, affixed or replaced to the external wall or roof of an Owner’s lot, and so much of the common property as is necessary in accordance with the conditions of this by-law.
- (7) In this by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (8) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Awnings must be in keeping with the scheme

- (9) The Owner must ensure that the Awnings is of a construction that matches the overall appearance of the scheme.

Grant of Rights of Exclusive Use and Special Privileges

- (10) On the conditions set out in this by-law, the Owners Corporation provides its consent for the Rights of Exclusive Use and Special Privileges granted to the Owner.

CONDITIONS

Before Installing or Replacing Awnings

Notification and Consent for Installation or Replacement of Awnings

- (11) The Owner must, if required by law, obtain written approval for the Awnings from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to installation of the Awnings.
- (12) The Owner must, if required by law, obtain a construction certificate for the Awnings under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the Awnings prior to installation, providing those documents or certificates to the Owners Corporation.
- (13) The Owner must obtain the prior written approval for the Awnings from the strata committee of the Owners Corporation pursuant to this by-law.
- (14) The Owner must submit to the strata committee of the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation or replacement of the Awnings prior to installation or replacement, including but not limited to:

- (a) further specifications of the Awnings;
- (b) size, proposed location and dimensions;
- (c) Engineer's report specifying the method of installation and that the structural integrity of the installation of the Awnings (if required);
- (d) specifications as provided by the manufacturer of the Awnings (if available);
- (e) details of the contractor installing the Awnings;
- (f) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Awnings installation which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
- (g) any other documents reasonably required by the Owners Corporation.

Installing or replacing Awnings

(15) When installing or replacing the Awnings, the Owner must:

- (a) comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Awnings is installed or replaced.
- (b) ensure that the Awnings is installed or replaced in accordance with the specifications approved by the Owners Corporation.
- (c) ensure that duly licensed and insured contractors install or replaces the Awnings in a proper and workmanlike manner.
- (d) ensure the Awnings is installed or replaced in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and Owners.
- (e) must only install or replace the Awnings at times approved by the Owners Corporation or as prescribed by the local authority.
- (f) repair promptly any damage caused or contributed to by installation or replacement of the Awnings, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another lot in the strata scheme.

(16) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the completed installation or replacement of the Awnings.

Owner's Enduring Obligations

Maintenance and Repair

- (17) The Owner must, at the Owner's expense properly maintain the Awnings on their Lot and keep it in a state of good and serviceable repair and when necessary renew or replace any components comprised in the Awnings.
- (18) If the Owner removes the Awnings, or any part of the Awnings, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (19) The Owner is responsible for all costs associated with installing, replacing, use and operation of the Awnings on their Lot.

Liability and Indemnity

(20) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Awnings on their Lot;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Awnings on their Lot; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Awnings on their Lot.
- (d) liability under section 122 (6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Awnings.

(21) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Awnings.

Repair of Damage

(22) The Owner will be liable for any damage caused to any part of the common property if that damage is caused by the Owner's failure to repair and maintain the Awnings in accordance with this by-law.

(23) Any loss and damage suffered by the Owners Corporation as a result of installing, replacing and using the Awnings, including failure to maintain, renew, replace or repair the Awnings installed or replaced as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

(24) The Owners Corporation reserves the right to replace the Awnings or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Schedule 1 – Annexure to Special By-law No.9 – Minor Renovations Application

APPLICATION FOR OWNER’S MINOR RENOVATIONS

To the Secretary & Strata Managing Agent

I/We _____ the Owner(s) of Lot _____ hereby give

notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Owners Minor Renovations on my/our lot.

1. Detail of Minor Renovations to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

.....
.....
.....

2. Name of Contractor Installing:

3. Contractor’s Licence No.....

4. Details of Contractors All Risks Insurance (Please include copies)

.....

5. Is Council approval required: Yes/No

6. If Yes, has application been made for Development Approval.....

7. Date installation intends to start.....

8. Duration of installation.....

9. **I have read Special By-Law ‘Minor Renovations’ and acknowledge that no work may commence unless approved in writing by the Owners Corporation.**

11. **I acknowledge that any Minor Renovations undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....