

## ANNEXURE 'A' TO CONSOLIDATION/CHANGE OF BYLAWS

**Parties: By the Owners Strata Plan 30458**

### STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

#### **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**

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

#### **3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

#### **4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

- (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 without the approval in writing 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) 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
- (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.

(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 building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

#### **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 in building**

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 within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

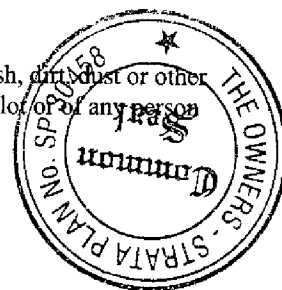
#### **8 Behaviour of invitees**

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.

#### **9 Depositing rubbish and other material on common property**

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.

C. Jones  
2 of 8



### **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

### **11 Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

### **12 Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the approval in writing 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**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building 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.

### **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15 Garbage disposal**

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

### **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 approval in writing of the owners corporation, keep any animal 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.

### **17 Appearance of lot**

(1) The owner or occupier of a lot must not, without the written consent 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 building.

(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.

### **18 Notice board**

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

### **19 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).

### Special By-Law 1

The Owners Strata Plan 30458 delegates its function to approve minor renovations to the strata committee.

### Special By-Law 2

The owner of Lot 5 shall have a right of exclusive use and enjoyment and shall be entitled to renovate the bathroom and toilet within Lot 5 (referred to as 'the works') pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos:-

#### (i) Renovation works

- (a) The renovation of the bathroom shall include, but is not limited to, removing bathtub, shower screen, tap ware, vanity and wall & floor tiles and installing new vanity, lighting, shower screen and re-tiling walls and floor; and
- (b) The renovation of the toilet shall include, but is not limited to, removing all floor tiles and toilet and installing new toilet and re-tiling floor.

#### (ii) Cost of renovation and maintenance

The renovation, including the cost of obtaining approval and consents, and maintenance of any of the works are to be at the expense of the owner of Lot 5 and shall at all times remain the property of the owner of Lot 5.

#### (iii) Conditions of works

The works will:-

- (a) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;
- (b) be done in accordance with the instructions of the manufacturer;
- (c) comply with any applicable Australian standards;
- (d) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and
- (e) comply with the relevant regulatory By-Laws of the Act (as amended).

#### (iv) Completion of works

After the works are completed, the owner of Lot 5 must, without unreasonable delay:-

- (a) notify the Strata Committee that the works have been completed;
- (b) notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-Law have been rectified;
- (c) provide the Strata Committee with a copy of the waterproofing certificate for the work;



- (d) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and
- (e) provide the Strata Committee (or it's nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

**(v) Compliance with SEPP and DCP**

The works will comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 and Byron Shire Council's Development Control Plan (Exempt and Complying Development), where applicable.

**(vi) Damage**

The owner of Lot 5 will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the works and that the said damage will be made good immediately after it occurred.

**(vii) Maintenance**

The owner of Lot 5 must accept the responsibility of the Owners Corporation for the maintenance and repair of the works, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 144(1)(b) of the Act, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

**(viii) Common property maintenance**

Should the Owners Corporation need to undertake repairs or maintenance to that part of the common property adjoining where the works are located and which are not the responsibility of the Lot owner(s) under clause (vii), the owner of Lot 5 will be responsible for all costs associated with the removal and reinstatement of the works to enable those repairs and maintenance to be completed (if required).

**(ix) Failure to comply**

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the Act the Owners Corporation may:-

- (a) carry out all works necessary to perform that obligation;
- (b) enter upon any part of the lot to carry out the works; and
- (c) recover the cost of carrying out the works from the owner including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

**(x) Indemnity**

The owner of Lot 5 shall indemnify and keep indemnified the Owners' Corporation against:-

- (a) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the works;
- (b) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or indirectly from the use of the works or a breach of this By-Law.

### Special By-Law 3

#### (i) Transfer of responsibility

The Owners Corporation hereby transfers responsibility for all repairs, maintenance and replacement of bathrooms, laundries and toilets (including but not limited to floor tiles, wall tiles, and waterproofing) and internal timber and/or tile floors ("the areas") to the respective Lot owner(s) PROVIDED HOWEVER that should a structural engineer provide a report stating that a structural defect not related to the areas has caused damage to any of the areas, the Owners Corporation is responsible for the repair (including replacement, where necessary) of the areas.

#### (ii) Renovations

Any owner of a Lot shall have a right of exclusive use and enjoyment and shall be entitled to renovate the areas within their Lot (referred to as 'the works') pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos:-

##### (a) Existing works

- (i) At the time this By-Law was created some of the owners have already completed works to their respective Lots. The owner(s) of those Lots are not required to comply with clauses (c), (d) & (e) below. Those works are deemed to be approved as long as they comply with the remaining clauses of this By-Law.
- (ii) Those Lots where the works have not yet been undertaken must comply with all clauses of this By-Law.

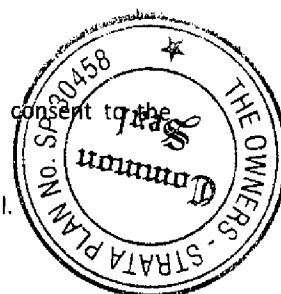
##### (b) Cost of renovation and maintenance

The renovation, including the cost of obtaining approval and consents, and maintenance of any of the works are to be at the expense of the owner(s) of that Lot and shall at all times remain the property of the owner(s) of that Lot.

##### (c) Strata Committee approval

- (i) Any reference to the "Strata Committee" in this By-Law is to be replaced with "Owners Corporation" if no Strata Committee exists.
- (ii) Prior to commencement of works the owner(s) of the Lot shall obtain approval from the Strata Committee, or Owners Corporation if no Strata Committee exists, to the works.
- (iii) The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.
- (iv) In making their decision, the Strata Committee shall take the following matters into consideration:-
  - the size, bulk and suitability of the works;
  - the impact on visual amenity;
  - the location of all wiring and plumbing; and
  - whether the owner(s) of the Lot has given their written consent to the making of this By-Law.
- (v) The Strata Committee shall not unreasonably withhold such approval.

##### (d) Conditions of works



The works will:-

- (i) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;
- (ii) be done in accordance with the instructions of the manufacturer;
- (iii) comply with any applicable Australian standards;
- (iv) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and
- (v) comply with the relevant regulatory By-Laws of the Act (as amended).

**(e) Completion of works**

After the works are completed, the owner(s) must, without unreasonable delay:-

- (i) notify the Strata Committee that the works have been completed;
- (ii) notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-Law have been rectified;
- (iii) provide the Strata Committee with a copy of the waterproofing certificate for the work;
- (iv) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and
- (v) provide the Strata Committee (or its nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

**(f) Compliance with SEPP and DCP**

The works will comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 the Local Council's Development Control Plan (Exempt and Complying Development), where applicable.

**(g) Damage**

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the works and that the said damage will be made good immediately after it occurred.

**(h) Maintenance**

The current and future owner(s) of the Lot must accept the responsibility of the Owners Corporation for the maintenance and repair of the works, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 144(1)(b) of the Act, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

**(i) Common property maintenance**

Should the Owners Corporation need to undertake repairs or maintenance to that part of the common property adjoining where the works are located and which are not the responsibility of the Lot owner(s) under clause (h), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and reinstatement of the works to enable those repairs and maintenance to be completed (if required).

**(j) Failure to comply**

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the Act the Owners Corporation may:-

- (i) carry out all works necessary to perform that obligation;
- (ii) enter upon any part of the lot to carry out the works; and
- (iii) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

**(k) Indemnity**

The owner(s) of the lot shall indemnify and keep indemnified the Owners' Corporation against:-

- (i) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the works;
- (ii) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or indirectly from the use of the works or a breach of this By-Law.



*COVE*