

Annexure 'A' – Consolidation/Change of By-Laws

STRATA SCHEMES MANAGEMENT ACT 1997

CLAUSE 23 - SCHEDULE 1 – RESIDENTIAL

1 NOISE

An owner or occupier of a lot must not create any noise on a lot or the common property 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 prior 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 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.

(2) An approval given by the owners corporation under subclause (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 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 building.

(5) Despite section 62, 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 subclause (3) 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 subclause (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 or discarded item except with the prior written approval of the owners corporation.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the prior written approval 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 exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass 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 within the building unless sufficient notice has first been given to the executive committee so as to enable the executive 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 (whether in the building or not) 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 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

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from 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 in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

16 KEEPING OF ANIMALS

Option A

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except 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.

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 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 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 subclause (1) 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 111 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 1

(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.

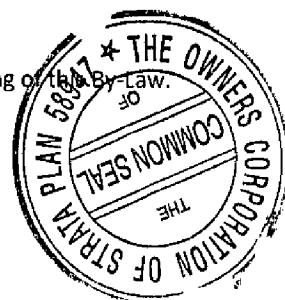
(c) Strata Committee approval

- (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 the 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 it's 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.

Special By-Law 2

Any owner of a Lot shall have a right of exclusive use and enjoyment and shall be entitled to install air-conditioning units ("the works") on common property benefitting their respective Lot pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos:-

(i) Existing works

- (a) 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 sub-clause (iv), (vi) & (vii) below. Those works are deemed to be approved as long as they comply with the remaining clauses of this By-Law.
- (b) For absolute clarity, the owner(s) of those Lots which have existing works are still required to comply with sub-clause (v).
- (c) Those Lots where the works have not yet been undertaken must comply with all clauses of this By-Law.

(ii) Location of equipment

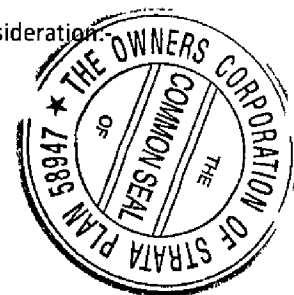
- (a) The principal equipment for each of the works shall be restricted to the roof directly above the owner(s) Lot or to a wall adjoining the owner(s) Lot.
- (b) All other equipment installed, including associated wiring, plumbing and ancillary equipment, shall be, where reasonably possible, concealed and where this is not possible, made as unobtrusive as possible.

(iii) Cost of installation and maintenance

The installation, 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.

(iv) Strata Committee approval

- (a) Any reference to the "Strata Committee" in this By-Law is to be replaced with "Owners Corporation" if no Strata Committee exists.
- (b) Prior to commencement of works the owner(s) of the Lot shall obtain approval from the Strata Committee to the works.
- (c) The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.
- (d) 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, plumbing and ancillary equipment;
 - that the requirements listed in sub-clause (v) are being addressed; and
 - whether the owner(s) of the Lot has given their written consent to the making of this By-Law.
- (e) The Strata Committee shall not unreasonably withhold such approval.



(v) Specific requirements for installation

Prior to any approval being granted by the Strata Committee, the owner(s) of the Lot warrant that the following requirements will be satisfied:-

- the air-conditioning unit is to be covered with aluminium covers which are powder coated to match the colour of the exterior of the building;
- all condensate drainage conduit is to be connected to the storm water downpipes;
- no water is to run directly onto the ground or gardens;
- all electrical conduit and pipe duct covers are to be painted to match the colour of the exterior of the building;
- all air-conditioning unit brackets, conduit saddle clips and screws are to be stainless steel; and
- power supply isolation switches are to be mounted behind each air-conditioning unit over.

(vi) 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).

(vii) Completion of works

After the works are completed, the owner(s) 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 any certificate or certification required by an authority approving the works; and
- (d) 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.

(viii) 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.

(ix) 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.

(x) Maintenance

The 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.

(xi) 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 sub-clause (x), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and re-installation of the works to enable those repairs and maintenance to be completed (if required).

(xii) Removal

- (a) Should the equipment installed as part of the works cease to be used for the purpose for which it was originally intended, all equipment, wiring, plumbing and ancillary equipment must be removed by the owner(s) of the Lot within six (6) months of the cessation of its use.
- (b) The owner(s) of the Lot shall ensure, at their expense, that the common property is returned to its original condition prior to the installation of the equipment.

(xiii) 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(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

(xiv) Indemnity

The owner(s) of the lot 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; and
- (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.

