

Strata Plan 69746

1-5 Hunter Street, Waterloo

By-Laws

Consolidated By-Laws - Strata Plan No. 69746

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1 Definitions

In these by-laws:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include any gender;
- (c) **“The Act”** means the *Strata Schemes Management Act 2015 (NSW)* as amended from time to time;
- (d) **“The Regulations”** means the *Strata Schemes Management Regulation 2016 (NSW)* as amended from time to time;
- (e) **“Common Property”** means the common property within Strata Plan No. 69746;
- (f) **“The Building”** means the building known as ‘Sonoma’ which is within Strata Plan No. 69746;
- (g) **“Owner”** means the Owner or Owners from time to time of a Lot in Strata Plan No. 69746;
- (h) **“Occupier”** means a person who is residing in a Lot without the Owner present.
- (i) **“Residential Lot”** means each of Lots 1 to 14, 18 to 45, and 47 to 82 in Strata Plan No. 69746; and
- (j) **“Commercial Lot”** means each of Lots 15, 16, 17 and 46 in Strata Plan No. 69746.

2 Vehicles and Visitor Parking on Common Property

(1) In this by-law, the following terms and definitions shall apply:

- (a) **“Vehicle”** means a motor car, utility, van, motorcycle, motor scooter or bicycle.
- (b) **“Visitor parking space”** means each of the 14 common property visitor parking spaces at Strata Plan No. 69746 as marked with the letter “V” on page 3 of Strata Plan No. 69746; and

- (c) **“Visitor”** means an invitee, caller, tradesperson and/or contractor of an Owner or Occupier of a Lot.
- (2) An Owner or Occupier of a Lot must not park or stand any vehicle or other means of transportation on common property, or permit a vehicle or other means of transportation to be parked or stood on common property, except as provided by this by-law.
- (3) A visitor is permitted to park or stand a vehicle in a visitor parking space for a maximum of 48 hours in any one week period from Monday to Sunday inclusive, unless otherwise approved by the Strata Committee or the Building Manager.
- (4) An Owner or Occupier of a Lot in either Strata Plan No. 69746 or Strata Plan No. 71241 is not permitted to park or stand a vehicle in a visitor parking space at any time, unless otherwise approved by the Strata Committee or the Building Manager.
- (5) In the event that an Owner, Occupier or visitor breaches any of the clauses of this by-law, the Owners Corporation shall be entitled to recover from the responsible Lot Owner the reasonable costs of enforcing the by-law. Such costs shall be payable as a debt due to the Owners Corporation within 14 days of the date a notice of the costs is served on the Owner.
- (6) For the purpose of clause (5) above, a notice of costs is deemed to have been served on the Owner of a Lot on the day that it is sent by email to the valid email address provided by the Owner to the Owners Corporation for the service of notices or if the Owner has not provided a valid email address to the Owners Corporation for the service of notices, on fourth business day after it is posted to the strata roll address of the Owner.
- (7) For the purpose of determining an Owner’s eligibility to vote at a general meeting of the Owners Corporation within the meaning of Clause 23(8) of Schedule 1 to the *Strata Schemes Management Act 2015* and noting the definition of the term “unfinancial Owner” in Section 4 of *The Act*, costs recoverable pursuant to clause (5) above shall be deemed to be an “other amount recoverable from the Owner”.
- (8) In the event that an Owner, Occupier or visitor breach any of the clauses of this by-law, the Strata Committee, in its absolute discretion, may prohibit the Owner or Occupier and/or visitor from utilising the visitor parking spaces for a period of up to 3 months, in addition to any costs recoverable from the Owner pursuant to clause (5) above.

3 Changes and Damage to Common Property

- (1) In accordance with Section 109 of Act, an Owner is permitted to carry out cosmetic work within his or her Lot without the approval of the Owners Corporation.
- (2) For the purposes of this by-law, “**Cosmetic Work**” means:
 - (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
 - (b) installing or replacing handrails,
 - (c) painting,
 - (d) filling minor holes and cracks in internal walls,
 - (e) laying carpet,
 - (f) installing or replacing built-in wardrobes,
 - (g) installing or replacing internal blinds and curtains,
 - (h) any other work prescribed to be ‘cosmetic work’ by the *Strata Schemes Management Act 2015* or *Strata Schemes Management Regulation 2016* as amended from time to time; and
 - (i) any other work validly prescribed by the Owners Corporation to be ‘cosmetic work’ pursuant to a by-law made under section 109(4) of the *Strata Schemes Management Act 2015*.
- (3) Except as otherwise provided by this by-law, an Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage, deface or appropriate, any structure that forms part of the common property or any other part of the common property, without the approval in writing of the Owners Corporation.
- (4) For the avoidance of doubt, Clause (3) above prohibits an Owner or Occupier from:
 - (a) replacing or making any alterations or additions to the Fire Door that gives access to the Owner’s or Occupier’s Lot (but this shall not include the replacement of locks provided that the locks comply with the fire regulations applicable to the scheme);
 - (b) making any alterations or additions to a Fire door that gives access to the Owner’s or Occupier’s Lot that is in breach of the fire regulations under the Building Code of Australia;

- (b) cutting holes in or otherwise altering any common property doors, walls or other parts of the common property to install cat or dog doors or for any other purpose;
- (d) damaging any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; and
- (e) using for his or her own purposes as a garden any portion of the common property.

without the approval in writing of the Owners Corporation.

- (5) An Owner of a Lot will be liable for any damage, alteration or addition made or caused to the common property by the Owner without the written approval of the Owners Corporation, and will reinstate the common property to its original condition immediately after it has occurred.
- (6) An Owner of a Lot will be liable for any damage, alteration or addition made or caused to the common property by the Occupier or lessee of that Owner's Lot without the written approval of the Owners Corporation, and will reinstate the common property to its original condition immediately after it has occurred.
- (7) An Owner of a Lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of any damage, alteration or addition made or caused to the common property by the Owner or the Occupier or lessee of the Owner's Lot including damage to the property of any Lot owner or Occupier.
- (8) If an Owner or Occupier fails to comply with this by-law, the Owners Corporation shall be entitled:
 - (a) to carry out all work necessary to perform the obligation;
 - (b) by its servants, agents or contractors, to enter upon the Lot to carry out that work; and
 - (c) to recover the costs of carrying out that work from the Owner, which shall be payable as a debt due to the Owners Corporation.

4 Movement of Furniture and Large Objects Through Common Property

- (1) An Owner or Occupier of a Lot must not transport any furniture or large objects through the common property unless the Owner or Occupier has given 7 days' written notice to the Building Manager of an intention to do so, so as to enable the Building Manager to fit lift curtains and make any other necessary arrangements.

5 Preservation of Fire Safety, Prevention of Hazards and Access to Lot for Inspection of Fire Services

- (1) For the purposes of this by-law:
 - (a) **“Agents”** means the Strata Managing Agent, Strata Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation;
 - (b) **“Fire Safety Equipment”** means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme;
 - (c) **“Fines”** or **“Re-Inspection Fees”** includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation; and
 - (d) **“Reasonable Access”** means between the hours of 7.00am and 7.00pm Monday to Friday, excluding Public Holidays.
- (2) The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing 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.
- (3) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as those terms are attributed under that Act.
- (4) In relation to the Owners Corporation's responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 123 of the *Strata Schemes Management Act 2015* the Owner of a Lot is responsible for ensuring:

- (a) that where necessary the Owners Corporation or its Agents have reasonable access to the Owners Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment; and
 - (b) the occupants of the Lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.
- (5) The Owners Corporation or their Agents must provide the occupants of the Lot with a minimum of seven (7) days' notice that access to the Lot is required for the purposes of clause 4(a) above.
- (6) The Owner of a Lot indemnifies the Owners Corporation:
 - (a) against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the Lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the Owner to fulfil their obligations under this by-law; and
 - (b) for any costs that may be incurred in relation to the attendance of NSW Fire and Rescue at the scheme as a result of an Owner or Occupier causing a false alarm, including by burning food, steam from the use of hot water, or using equipment such as drills, sanding equipment or other power tools.
- (7) If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform the obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs incurred by the Owners Corporation from the Owner as a debt due to the Owners Corporation, chargeable to the Owners' levy account.
- (8) If an Owner or Occupier fails to provide the Owners Corporation with reasonable access to the Lot for the purposes described in clause 4(a) and the Owners Corporation gave the occupants of the Lot the requisite 7 days' notice under clause (5) above, the Owners Corporation shall be entitled to recover the reasonable costs of enforcing the by-law.
- (9) Any costs recoverable by the Owners Corporation pursuant to clause (8) above shall be payable by the Owner as a debt due to the Owners Corporation, within 14 days of the date that notice of the costs is served on the Owner.

- (10) For the purpose of clause (9) above, a notice of costs is deemed to have been served on the Owner of a Lot on the day that it is sent by email to the valid email address provided by the Owner to the Owners Corporation for the service of notices or if the Owner has not provided a valid email address to the Owners Corporation for the service of notices, on fourth business day after it is posted to the strata roll address of the Owner.
- (11) For the purpose of determining an Owner's eligibility to vote at a general meeting of the Owners Corporation within the meaning of Clause 23(8) of Schedule 1 to the *Strata Schemes Management Act 2015* and noting the definition of the term "unfinancial owner" in Section 4 of the *Strata Schemes Management Act 2015*, recoverable costs payable by the Owner pursuant to this by-law shall be deemed to be an "other amount recoverable from the owner".

6 Access to Common Property, Security and Security Devices

- (1) An Owner or Occupier of a Lot in the strata scheme and any person authorised by them from time to time is entitled to the use of the common property shared facilities such as the visitor car spaces, open landscape areas and all access ways to such areas, subject to the conditions set out in the consolidated by-laws of Strata Plan No. 69746.
- (2) For the purpose of accessing any part of an Owner or Occupier's Lot, an Owner or Occupier of a Lot in the strata scheme and any person authorised by them from time to time is entitled to the use of the common property foyers, hallways, stairways, driveways, footways, elevators and other pedestrian or vehicular accessways or areas.
- (3) The Owners Corporation is entitled to install and maintain electronic security access control equipment to restrict access to common areas that are not required to access any part of the Owner or Occupier's Lot.
- (4) The Owners Corporation may provide each Owner or Occupier with a security device in the respect of a Lot or any part of the common property and may require its return at any time.

- (5) Each Owner or Occupier shall take all reasonable precautions to ensure that any security device is kept in a safe and secure place and is not lost. In the event that any security device is lost, then the Owner or Occupier of the relevant Lot to whom it was originally provided shall be entitled to a replacement security device, provided that the Owners Corporation is reimbursed for all costs associated with the same and is advised promptly if any security device is lost or found.
- (6) If an Owner or Occupier of a Lot in the strata scheme requires additional or replacement security devices referred to in clause (5), the Owner of the Lot must make application in writing to the Owners Corporation for the required devices and must pay to the Owners Corporation the sum determined by the Strata Committee from time to time in respect of the costs of obtaining the additional or replacement security devices.
- (7) The Owners Corporation shall not be responsible for any costs that may be incurred by delays in providing additional or replacement security devices referred to in this By-Law. The cost of providing these security devices will be at the individual Owner's expense at current replacement cost or at a charge set by the Owners Corporation if cards are purchased in bulk.
- (8) The Strata Committee may make a determination as to the maximum number of security devices that may be issued to any one Lot Owner at any time, such number being not less than two.
- (9) The Owners Corporation may conduct an audit of security devices issued to Owners and Occupiers from time to time. If requested to do so by the Owners Corporation, an Owner or Occupier of a Lot must confirm possession of the security devices issued to that Owner or Occupier by producing them to the Owners Corporation.
- (10) If an Owner or Occupier of Lot fails to produce a security device issued to him or her as part of an audit of such devices by the Owners Corporation or the Owners Corporation otherwise forms the view that the security device is no longer in that person's possession or control, the Owners Corporation may cancel the access rights associated with that device.

7 Grease Trap Maintenance

- (1) An Owner of a commercial Lot must do all acts and things necessary to maintain in a state of good and serviceable repair any grease trap located on the Lot.
- (2) In the event that grease or any other substance spills onto or is otherwise deposited onto the common property, the Owner shall ensure that the affected part of the common property is cleaned and completely restored to the state it was in before the substance was deposited, as soon as practicable and at the Owner's expense.
- (3) If an Owner fails to comply with his or her obligation under clauses (1) or (2) above, the Owners Corporation shall be entitled:
 - (a) by its servants, agents or contractors, to enter upon the Lot to clean, repair or replace the affected part of the common property and/or the grease trap; and
 - (b) to recover the costs of carrying out that work from the Owner, which shall be payable as a debt due to the Owners Corporation.

8 Settlement Cracks

- (1) Pursuant to section 106(3) of the *Strata Schemes Management Act 2015*, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any Lot space in the strata scheme provided that:
 - (a) any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building;
 - (b) damage has not been caused by an insurable event;
 - (c) damage has no material effect upon the utility of a Lot.
- (2) Any dispute arising from a determination made by the Owners Corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.

- (3) Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by:
 - (a) the Owners Corporation where a structural defect is evidenced;
 - (b) by the Owner of the Lot with whom the dispute has arisen where no defect is evidenced.

9 Payment of Insurance Excesses

- (1) If the Owners Corporation makes an insurance claim in relation to flood damage caused to a Lot by an overflowing washing machine, dishwasher, bath, toilet, sink or burst pipe/s in a Lot or some other similar event, the Owner shall be liable to pay the policy excess that may be applicable to the settlement of the insurance claim.
- (2) If the Owners Corporation makes an insurance claim in relation to flood damage caused by an overflowing washing machine, dishwasher, bath, toilet, sink or burst pipes in a Lot or some other similar event, the Owners Corporation shall be responsible to pay the policy excess that may be applicable to the settlement of the insurance claim if:
 - (a) the insurance claim affects both the Lot and common property under the same insurable event; or
 - (b) the insurance claim affects the common property only.
- (3) The Owners Corporation:
 - (a) may recover any insurance excess outlined in clause (1) above from a Lot Owner as a debt by way of a levy charged to the Lot;
 - (b) must serve upon the Owner a written notice of the contribution payable;
 - (c) may charge interest upon any contribution payable under this By-Law pursuant to Section 85 of the *Strata Schemes Management Act 2015*; and
 - (d) may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the *Strata Schemes Management Act 2015*.
- (4) If an Owner believes an excess levied upon them pursuant to this By-law is unjust, the Lot Owner may request that the Owners Corporation waive the charge by a

resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

- (5) If the Owners Corporation rejects a request made by a Lot Owner pursuant to clause (3) above, all charges imposed in accordance with this by-law shall stand.
- (6) For the purposes of this by-law, 'policy excess' means the amount deducted by the Owners Corporations insurance company following the settlement of an insurance claim anticipated by this by-law.

10 Major and Minor Works Protocol

Definitions

- (1) In this by-law:
 - (a) "Cosmetic Work" has the meaning given to that term in Section 109 of the Act and includes:
 - (i) the works listed in Section 109(2) of the Act,
 - (ii) any works prescribed by the Regulations for the purposes of Section 109(2); and
 - (iii) any works that are not Major Works or Minor Renovations and that the Owners Corporation determines, by way of a registered by-law, to be Cosmetic Work for the purposes of Section 109 of the Act.
 - (b) "Minor Renovations" has the meaning given to that term in Section 110 of the Act and includes:
 - (i) the works listed in Section 110(3) of the Act,
 - (ii) the works listed in Regulation 28 of the Regulations;
 - (iii) the installation of external weather protection devices including venetian blinds, awnings, shutters and shades;
 - (iv) the installation of garden taps;
 - (v) the installation of insect and security screens;
 - (vi) the installation of skylights; and

- (vii) any works that are not Major Works or Cosmetic Work.
- (c) “Major Works” means any work that is not a Minor Renovation or Cosmetic Work and which includes but is not limited to works which:
 - (i) require a by-law under Section 142 of the Act or a special resolution under Section 108 of the Act;
 - (ii) interfere with the support or shelter provided by a Lot, for another Lot, or for the Common Property;
 - (iii) alter any electrical, plumbing, drainage, gas or other service in or to a Lot;
 - (iv) affect the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - (v) affect the structure of a Lot, including but not limited to the removal of or installation of any walls or columns within a Lot; and/or
 - (vi) involve waterproofing.
- (d) “Works” means Minor Renovations and Major Works collectively but this definition does not include Cosmetic Work.

Approval

- (2) In accordance with Section 109 of Act and By-Law 3, an Owner is permitted to carry out Cosmetic Work without the approval of the Owners Corporation.
- (3) Pursuant to Section 110(6)(b) of the Act, the Owners Corporation delegates its function to the Strata Committee to consider, approve and impose conditions on the applications of Owners to carry out Minor Renovations.
- (4) An Owner shall not carry out any Minor Renovations until the Strata Committee has approved the Owner’s application to carry out Minor Renovations, in writing.
- (5) An Owner shall not carry out any Major Works until the Strata Committee has approved the Owner’s application to carry out Major Works in writing and the Owners Corporation has approved a motion for a by-law by special resolution at a duly convened general meeting that permits and regulates those particular Major Works.
- (6) If an Owner makes an application to carry out Major Works and there is no existing by-law which permits and regulates those works, at the request of the Strata

Committee, he or she shall submit a motion for a by-law to the Owners Corporation for inclusion on the agenda of a general meeting and the Owner shall meet the costs of both preparing the motion and registering the by-law.

Application

(7)

- (a) An application to the Strata Committee by an Owner for approval to carry out Works must be made in writing no later than 30 days prior to the proposed commencement date of the Works and such approval shall not be unreasonably withheld provided that the application includes:
 - (i) detailed plans and specifications accurately describing the Works;
 - (ii) written details of any waterproofing membrane or flashing to be installed;
 - (iii) details of the dates and times during which the work is to be carried out;
 - (iv) details of means and times of access for delivery of materials;
 - (v) details of arrangements for the removal of materials, tools, rubbish and debris;
 - (vi) proposed arrangements for maintaining the security of the building while the Works are carried out;
 - (vii) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000 per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works);
 - (viii) details of the persons carrying out the work including qualifications to carry out the work and photocopies of all applicable licences;
 - (ix) contact details for the person in charge of the performance of the Works;
 - (x) plans identifying the proposed location of plumbing, gas and electrical services to be installed or altered during the course of the Works;
 - (xi) the Owner's consent to be bound by the terms of this By-Law and any other By-Law relevant to the proposed Works; and

- (xii) any other details prescribed by the by-laws of Strata Plan No. 69746 or requested by the Strata Committee.
 - (b) At the time of making an application to carry out works, the Owner must provide the Owners Corporation with a bond of \$500.00 or other amount to be specified by the Strata Committee, which may be used by the Owners Corporation in accordance with clauses (9) to (11) of this by-law.
 - (c) The Strata Committee shall provide written notice of its decision to approve or withhold approval of an Owner's application to carry out works and all such decisions together with the relevant consent form provided to the Owners Corporation by the Owner, shall be recorded in the minutes of the Strata Committee meetings and/or in a register of works applications to be maintained by the Secretary.
- (8) No later than 7 days prior to the commencement of the Works, the Owner must:
- (a) provide the Owners Corporation with a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979*, if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008;
 - (b) provide the Owners Corporation with a copy of any requisite construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979*;
 - (c) provide the Owners Corporation with evidence of compliance with any applicable conditions if any part of the Works constitutes an exempt or complying development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008; and;
 - (d) provide the Owners Corporation with a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92(2) of the *Home Building Act 1989*, if the value of the Works exceeds \$20,000; and
 - (e) provide the Owners and/or Occupiers of all adjoining Lots (that is, the Lot immediately above, below and on each side) with 7 days' written notice of the commencement of the Works.
- (9) The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an Owner or occupier of another Lot in the strata scheme, a breach on the part of the Owner or his contractor, of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

- (10) The Owners Corporation must pay any residue of the bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date and that the Owner has otherwise complied with the conditions set out in this by-law and any other by-law pertaining to the Works.
- (11) The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

Structural works

- (12) If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner or Occupier shall provide to the Owners Corporation, drawings and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.
- (13) The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause (12) of this by-law and to inspect the Works. The Owner shall pay that independent engineer's fees on demand.

Dilapidation report

- (14) If the Works involve the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and each Lot that is immediately adjacent to (above, below or beside) the Owner's Lot, at his own cost, prior to the commencement of the Works.

Lot reconfiguration

- (15) An Owner shall not be permitted to install or construct a kitchen, bathroom or laundry above any part of a bedroom, living room or lounge room of a Lot below.

Performance of the Works

- (16) In undertaking the Works, the Owner must by himself, his agents, servants and contractors must:-
- (a) comply with all reasonable directions given by the Strata Committee regarding:
 - (i) the permitted hours of work,
 - (ii) the means of access to and egress from the building;
 - (iii) the movement of building materials, equipment, debris and rubbish through the common property; and
 - (iv) any other issue relating to the performance of the works;
 - (b) use best-quality and appropriate materials, in a proper and skilful manner;
 - (c) comply with all conditions and requirements of the local Council;
 - (d) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
 - (e) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause (13) of this by-law;
 - (f) permit the Owners Corporation's independent engineer access to the Lot during the course of the Works for the purposes described in clause (13) of this by-law;
 - (g) comply with any plans and specifications submitted to the Owners Corporation;
 - (h) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris or use the common property for storage of the same;
 - (i) unless otherwise directed by the Strata Committee, carry out the Works between 7:30 am and 4:30 pm from Monday to Friday (excluding public holidays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);
 - (j) comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under Section 142 of the Act, or a special resolution under Section 108 of the Act;

- (k) unless otherwise directed by the Strata Committee, remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;
- (l) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;
- (m) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins;
- (n) cause as little inconvenience as reasonably possible to other Occupiers of the strata scheme;
- (o) not permit the obstruction of any public passageway in or around the building;
- (p) take all reasonable steps during the course of carrying out the Works to cover Common Property floors, carpets, walls and doors so as to protect them from damage, dust and soiling;
- (q) give the Building Manager at least 7 days' notice to allow the installation of lift covers and to undertake any other precautions;
- (r) provide at least 3 days' prior notice of any interruption to water, gas or electricity services; and
- (s) ensure the normal security of the building at all times.

After the Works

- (17) After completion of the Works, the Owner must provide the Owners Corporation with:
 - (a) notice that the Works have been completed;
 - (b) a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (c) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works;

- (d) copies of all membrane and flashing guarantees and warranties; and
- (e) if the Works involved the removal or alteration of any structural element within the building; certification from a practising structural engineer that the completed Works have not detrimentally affected the structural integrity of the building or any part of it.

Maintenance

- (18) Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (19) The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
- (20) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.
- (21) The Owner must exercise any guarantees or warranties provided to him or her in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

- (22) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the strata scheme.

Indemnity

- (23) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Insurance

- (24) The Owner must apply the proceeds of a claim in respect of insurance referred to in clause 8(d) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.
- (25) The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 7(a)(vii) or 8(d) of this by-law.

Right to Remedy Default

- (26) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
- (27) The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause 26 above.
- (28) All costs payable by the Owner pursuant to clause 26 above, shall be payable as a debt due to the Owners Corporation.

11 Air-Conditioning Works in All Lots

- (1) The purpose of this by-law is to permit and regulate the installation of air-conditioning units in each Lot of Strata Plan No. 69746, subject to the obligations and conditions set out in By-Law 10, and the further obligations and conditions set out in this by-law.

- (2) For the purposes of this by-law, the following definitions apply:
- (a) “Air-conditioning unit” means a split system or self-contained air-conditioning unit and all components of the air-conditioning unit including a condenser, compressor, and all ancillary wiring, ducting, controls and other ancillary fixtures and fittings necessary for the ordinary operation of the air-conditioning unit.
 - (b) “The Works” means:
 - (i) the installation of an air-conditioning unit within the Lot;
 - (ii) the installation of an associated condenser unit to be located in a position to be approved by the Strata Committee prior to the commencement of the Works;
 - (iii) the installation of any screening to conceal the condenser;
 - (iv) the drilling of a core hole through an external wall or window frame of the Lot to connect the condenser unit to the internal components of the air-conditioning unit;
 - (v) the installation of interconnecting pipework and control wiring running from the condenser unit and to the air-conditioning unit in the Lot;
 - (vi) the installation of general power outlets as are necessary to operate the air-conditioning unit; and
 - (vii) the works necessary to replace of an existing air-conditioning unit.
- (3) Subject to the conditions set out in this by-law and By-Law 10, the Owner will have:
- (a) a special privilege in respect of the common property to attach and affix the air-conditioning unit to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the air-conditioning unit is directly attached or affixed, or occupied by the air-conditioning unit.

- (4) No later than 30 days prior to the proposed commencement of the Works, the Owner must obtain the written consent of the Strata Committee, by making a written application to the Strata Committee in accordance with clause (7) of By-Law 10, with such application to include the following additional information:
 - (a) the model and specifications of the air-conditioning unit to be installed;
 - (b) the proposed location of the condenser unit to be installed;
 - (c) the proposed method for draining the condensation and run-off;
 - (d) the material, colour and style of the proposed screening to conceal any part of the air-conditioning unit that shall be visible from outside the Lot; and
 - (e) a diagram of the proposed location of the components of the air-conditioning unit and the route and location of any cables, pipes, and power outlets to be installed.
- (5) No later than 7 days prior to the commencement of the Works, the Owner must comply with the requirements of clause (8) of By-Law 10.
- (6) In addition to complying with clause (16) of the By-Law 10 in relation to the performance of the Works, the Owner must ensure that no part of the air-conditioning unit is visible from outside the Lot unless otherwise approved by the Strata Committee and if approved by the Strata Committee, that the visible components are concealed with screening that is in keeping with the rest of the building.
- (7) In addition to the obligations prescribed by By-Law 10, the Owner:
 - (a) must comply with Regulation 52 of the *Protection of the Environment Operations (Noise Control) Regulation 2008 (NSW)* and all amendments to that Regulation, and to any Act or Regulation which supersedes that Regulation, in relation to the hours of operation of the air-conditioning unit;
 - (b) may remove the air-conditioning unit, and after doing so must restore the common property to the condition it was in prior to the installation of the air-conditioning unit, and immediately make good any damage caused by removing the air-conditioning unit;
 - (c) must comply at his or her own expense with any requirement or order of the local Council, or other authority, tribunal or Court having jurisdiction, concerning the air-conditioning unit;

- (d) at his or her own expense, must effect any necessary adjustment or modification to the air-conditioning unit or to its manner of installation so as to ensure that the operation of the air-conditioning unit does not:
 - (i) create any noise that is likely to interfere with the peaceful enjoyment of any Owner or Occupier of a Lot or any person lawfully using the common property; or
 - (ii) transmit sound to adjacent Lots in excess of 45 decibels;
 - (e) must ensure that the air-conditioner does not expel any effluent or exhaust in such a way as to cause discomfort or inconvenience to an Owner or Occupier of a Lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (f) must ensure that the air-conditioning unit and filters are regularly cleaned.
- (8) If an Owner fails to comply with the conditions and obligations set out in this by-law and in By-Law 10, the Owners Corporation may, by written notice to the Owner:
- (a) terminate the rights of the Owner in relation to the air-conditioning unit,
 - (b) require that the Owner remove the air-conditioning unit; and
 - (c) require that the Owner restore the common property to the condition that it was in prior to the installation of the air-conditioning unit, and immediately make good any damage caused to the common property, at his or her own expense.

12 Bathroom Works in All Lots

- (1) The purpose of this by-law is to permit and regulate the basic renovation of bathrooms in each Lot of Strata Plan No. 69746, subject to the obligations and conditions set out in By-Law 10 and the further obligations and conditions set out in this by-law.
- (2) For the purposes of this by-law, the following definitions apply:
 - (a) “The Works” means, in relation to a bathroom of a Lot:
 - (i) the removal and replacement of wall and/or floor tiles including waterproofing membranes;

- (ii) the removal and replacement of a toilet suite, vanity, shower, bath, taps and any associated bathroom accessories, fittings, and services; and
 - (iii) the installation or replacement of any associated plumbing, gas, and electrical services.
- (3) Subject to the conditions set out in this by-law and By-Law 10, the Owner will have:
 - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.
- (4) The Owner must comply with clauses (7) and (8) of By-Law 10 prior to commencing the works and must not commence the works without obtaining the required written approval of the Strata Committee.
- (5) In addition to complying with clause (16) of By-Law 10 in relation to the performance of the Works, the Owner:
 - (a) must ensure that new waterproofing membrane is applied to the floors and walls of the bathroom, if the works include the removal and/or installation of tiles; and
 - (b) must ensure that the Building Manager is given at least 7 days' written notice of the commencement of the works;
 - (c) must give the Building Manager access to the Lot to inspect the new waterproofing membrane prior to the new tiles being laid;
 - (d) must not lay any new tiles until the Building Manager has given written confirmation that he has inspected the new waterproofing membrane and has authorised the laying of the new tiles.
- (6) The Owner is otherwise bound by all conditions and obligations set out in By-Law 10.
- (7) In the event that the Owner proposes to undertake works to the bathroom of the Lot that are not completely or accurately described by Clause 2 above, including but not limited to reconfiguring the existing lay-out of the bathroom and/or altering the bathroom plumbing, the Owner must submit a motion for a by-law to the Owners Corporation for inclusion on the agenda of a general meeting in accordance with Clauses (5) and (6) of By-Law 10 and the Owner shall meet the costs of both preparing the motion and registering the by-law.

13 Non-Carpet Floor Coverings

- (1) The purpose of this by-law is to permit and regulate the installation of non-carpet floor coverings in each Lot of Strata Plan No. 69746, subject to the obligations and conditions set out in By-Law 10 and the further obligations and conditions set out in this by-law.
- (2) For the purposes of this by-law, “the Works” means removing and replacing carpet with a non-carpet floor covering in rooms other than a kitchen, laundry, lavatory or bathroom within a Lot.
- (3) Subject to the conditions set out in this by-law and By-Law 10, the Owner will have:
 - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.
- (4) No later than 30 days prior to the proposed commencement of the Works, the Owner must obtain the written consent of the Strata Committee, by making a written application to the Strata Committee in accordance with clause (7) of By-Law 10, with such application to include the following additional information:
 - (a) the make and model of the non-carpet flooring to be installed;
 - (b) the make and model of the acoustic underlay to be installed; and
 - (c) documentary evidence that the proposed non-carpet flooring or uncovered floor is likely to have a weighted impact sound level reading (Lnt, w + C1) not exceeding 50 decibels.
- (5) The Owner must comply with clause (8) of By-Law 10 prior to commencing the works and must not commence the works without obtaining the required written approval of the Strata Committee.
- (6) The Owner must comply with Clause (16) of By-Law 10.
- (7) The Owner must:
 - (a) not affix anything to the concrete slab without the approval of the Strata Committee; and
 - (b) take all necessary steps, including the laying of acoustic underlay, to ensure that the installed non-carpet floor covering has a weighted impact sound level reading (Lnt,w + C1) that does not exceed 50 decibels.

- (8) The Owner is otherwise bound by all conditions and obligations set out in By-Law 10.
- (9) In the event than an Owner or Occupier of a Lot makes a complaint to the Owners Corporation regarding noise transmission of non-carpet flooring, at the request of the Strata Committee, the Owner who installed the non-carpet flooring must obtain an acoustic report at his or her own cost to determine whether the weighted impact sound level reading ($L_{nt,w} + C1$) of the non-carpet flooring exceeds 50 decibels and the complaining Owner or Occupier shall provide access to his or her Lot to enable the required sound testing.
- (10) In the event that an Owner has installed a non-carpet floor covering that has a weighted impact sound level reading ($L_{nt,w} + C1$) exceeding 50 decibels either before or after the date of making this by-law, the Owner must immediately cover the floor with underlay and/or wall-to-wall carpet so that the weighted impact sound level reading does not exceed 50 decibels when measured in the unit below in accordance with AS ISO 717.2 – 2004.
- (11) An Owner must ensure that all flooring within a Lot is covered with wall-to- wall underlay and carpet or a compliant non-carpet floor covering and must not maintain uncovered floors within a Lot.
- (12) For the avoidance of doubt, placing a rug, mat or piece of loose carpet on an uncovered floor or non-compliant non-carpet floor covering shall not be sufficient to comply with clauses (10) and (11) above.
- (13) In the event that an Owner installed, with the approval of the Owners Corporation, a non-carpet floor covering prior to the date of making this by-law that has a weighted impact sound level reading ($L_{nt,w} + C1$) exceeding 50 decibels but not exceeding 62 decibels, the Owner shall not have to comply with clause (10) above but must comply with the entirety of this by-law when changing or replacing that non-carpet floor covering.

14 Window Alterations in All Lots

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

- (1) Words importing the singular include the plural and vice versa.
- (2) Words importing a gender include any gender.

- (3) Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act.
- (4) “The Act” means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
- (5) “The Lot” means each respective Lot, in Strata Plan No. 69746.
- (6) “The Owner” means the owner or owners from time to time of each Lot in Strata Plan No. 69746.
- (7) “The Works” means the removal, replacement, and/or alteration of any existing window including any window pane, window frame, or any other associated part of a window), on an external wall of the Lot.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

- (1) Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (2) The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
- (3) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

- (4) An application to the Strata Committee by an Owner for approval to carry out Works must be made in writing in accordance with clauses (4) and (7) of by-law 10 prior to the commencement of the Works.

- (5) An owner shall not carry out the Works until approval of the Works has been given in accordance with clause (5) of by-law 10.
- (6) An owner shall pay a bond prior to commencing the works in accordance with clause (7)(b) of by-law 10.
- (7) If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner shall comply with clauses (12) and (13) of by-law 10.
- (8) If the proposed Works involve the use of jackhammers or percussion instrument tools, the Owner shall comply with clause (14) of by-law 10.
- (9) No later than 7 days prior to the commencement of the Works, the Owner must provide the Owners Corporation with the documents specified in clause (8) of special by-law 10 if planning approval or a construction certificate is required for the Works pursuant to Environmental Planning & Assessment Act 1979 or State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or any Act or Code which supersedes that Act and Code.

Performance of Works

- (10) In undertaking the Works, the Owner must comply with clause (16) of by law 10.

After the Works

- (11) After completion of the Works, the Owner must comply with clause (17) of by-law 10.
- (12) The Owner must comply at his or her own expense with any requirement or order of the local Council, or other authority, tribunal or court having jurisdiction, concerning the Works.

Damage

- (13) The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

- (14) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

- (15) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
- (16) The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause C15 above.
- (17) All costs payable by the Owner pursuant to clause C15 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

- (18) The Owners Corporation shall pay all expenses incurred in the preparation, making and registration of this by-law.

15 Storage Units in Parking Spaces

- (1) The purpose of this by-law is to permit and regulate the installation of approved storage units in the parking spaces which form a part of each Lot in Strata Plan No 69746, subject to the obligations and conditions set out in By-Law 10 and the further obligations and conditions set out in this by-law.
- (2) For the purposes of this by-law, “the Works” means the installation of a storage unit or cage in the parking space of a Lot, in accordance with the manufacturer’s specifications.

- (3) Subject to the conditions set out in this by-law and By-Law 10, the Owner will have:
 - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.
- (4) No later than 30 days prior to commencing the Works, the Owner must make an application to the Strata Committee in accordance with clause (7) of By-Law 10 with such application to include the following specific details:
 - (a) the dimensions, colour and style of the storage unit; and
 - (b) the construction materials to be used.
- (5) The Owner must not must not commence the works without obtaining the required written approval of the Strata Committee. The Strata Committee retains the right to withhold approval of an application to install a storage unit if it may interfere with services including but not limited to plumbing, gas, electricity or telecommunications; or if the proposed Works may negatively impact on fire safety measures.
- (6) No later than 7 days prior to commencing the Works, the Owner must comply with clause (8) of By-Law 10.
- (7) The Owner must comply with clause (16) of By-Law 10 in relation to the performance of the Works.
- (8) The Owner is otherwise bound by all conditions and obligations set out in By-Law 10.

16 Use of Lot Owner Parking Spaces

- (1) An Owner or Occupier may park or stand a motor car, utility, van, motorcycle, motor scooter or bicycle in the parking space that forms a part of his or her Lot.
- (2) Unless otherwise approved by the Strata Committee or the Building Manager, an Owner or Occupier must not:
 - (a) park or stand a means of transportation other than a motor car, utility, van, motorcycle, motor scooter or bicycle in the parking space that forms part of his or her Lot; or

- (b) store any other item in the parking space that forms part of his or her Lot unless the item is contained within an approved storage unit or cage pursuant to clause (3) below.
- (3) An Owner or Occupier may store ordinary residential items within a storage unit or cage erected in the parking space that forms a part of his or her Lot if the Owner of that Lot has obtained the necessary approval of the Owners Corporation to erect and maintain a storage unit or cage.
- (4) The Strata Committee has a right to refuse approval of a storage unit or cage if it shall interfere with the common property plumbing, wiring, fire safety equipment or services.
- (5) An Owner or Occupier must not let, sub-let, licence or otherwise permit any other person to use the parking space that forms a part of his or her Lot for any purpose, unless that person is the Owner or Occupier of another Lot within Strata Plan No. 69746 or Strata Plan No. 71241.

17 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.

18 Keeping of Animals

- (1) An Owner or Occupier of a Lot may keep either:
 - (a) one dog and/or one cat; or
 - (b) two dogs; or
 - (c) two catsin his or her Lot with the written approval of the Strata Committee.
- (2) For the purposes of Clause (1) above, an Owner or Occupier shall submit a written application to the Strata Committee that shall include the following:
 - (a) the age and breed of the dog or cat in relation to which approval is being sought; and
 - (b) evidence that the dog or cat has been registered with City of Sydney Council and microchipped.

- (3) The Strata Committee must not unreasonably withhold its approval of the keeping of a dog or cat on a Lot or the common property and must give an Owner or Occupier written reasons for any refusal to grant approval.
- (4) For the avoidance of doubt, the Strata Committee may reasonably without its approval of an application to keep a dog if the dog is a dangerous, menacing or restricted dog within the meanings set out in Part 5 of the *Companion Animals Act 1998* or Part 4 of the *Companion Animals Regulation 2008*.
- (5) If the Strata Committee grants approval to an Owner or Occupier to keep a dog or cat in his or her Lot, the Owner or Occupier must:
 - (a) keep the animal within the Lot, and
 - (b) supervise the animal and either carry it or keep it on a leash when it is on the common property, and
 - (c) take any action that is necessary to immediately clean all areas of the Lot or the common property that are soiled or damaged by the animal.
- (6) 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.
- (7) If an Owner or Occupier of a Commercial/Retail Lot has obtained approval to operate a Veterinary Practice from the Lot, clauses (1) to (6) of this by-law shall not apply but the Owner or Occupier must:
 - (a) obtain all relevant Council and other authority approvals in relation to the keeping of animals on the Lot and conduct any business in accordance with those approvals;
 - (b) ensure that any animal moving to and from the Lot is securely restrained and/or caged when it is travelling through the common property;
 - (c) ensure that any animal being kept within the Lot is properly secured;
 - (d) take any action that is necessary to immediately clean all areas of the Lot or the common property that are soiled or damaged by any animal; and
 - (e) if required to do so by the Owners Corporation, install appropriate noise reduction/insulation at the Owner or Occupier's own expense, to the satisfaction of the Owners Corporation.

- (8) Clause (7) above extends to the keeping of any domestic type pets including birds, reptiles and small native animals.

19 Noise

An Owner or Occupier of a Lot, or any invitee of 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.

20 Behaviour of Owners, Occupiers and Invitees

- (1) An Owner or Occupier of a Lot, or any invitee of 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, or 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 must take all reasonable steps to ensure that invitees of the Owner or Occupier:
- (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

21 Behaviour 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 any 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.

22 Smoke Penetration

- (1) An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property.
- (2) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other Lot.
- (3) An Owner or Occupier of a Lot must not drop cigarette butts or allow cigarette butts to fall from a balcony.
- (4) An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not drop cigarette butts or allow cigarette butts to fall from a balcony.

23 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.

24 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) In the event that the Strata Committee determines that the internal window coverings in the Lot are not consistent with the colour and style of the building when viewed from the outside of the Lot, the Strata Committee shall give the Lot Owner or Occupier written notice of the same and the Owner or Occupier must remove and/or replace the offending window coverings within 21 days.

- (3) In the event that a Lot Owner or Occupier wishes to obtain the approval of the Strata Committee prior to installing new internal window coverings, the Owner or Occupier shall make a written application to the Strata Committee providing all relevant details concerning the colour, style, make and installation of the proposed internal window coverings and the Strata Committee shall not unreasonably withhold its written approval provided that the proposed internal window coverings are consistent with the colour and style of the building and are otherwise in keeping with the rest of the building.
- (4) The Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation:
 - (a) maintain any screening or pot plants or other items fixed to or placed up on the balcony railing or ledge;
 - (b) store any household items on a balcony.
- (5) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 24.

25 Cleaning Windows and Doors

- (1) Except in the circumstances referred to in clause (2), 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 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.

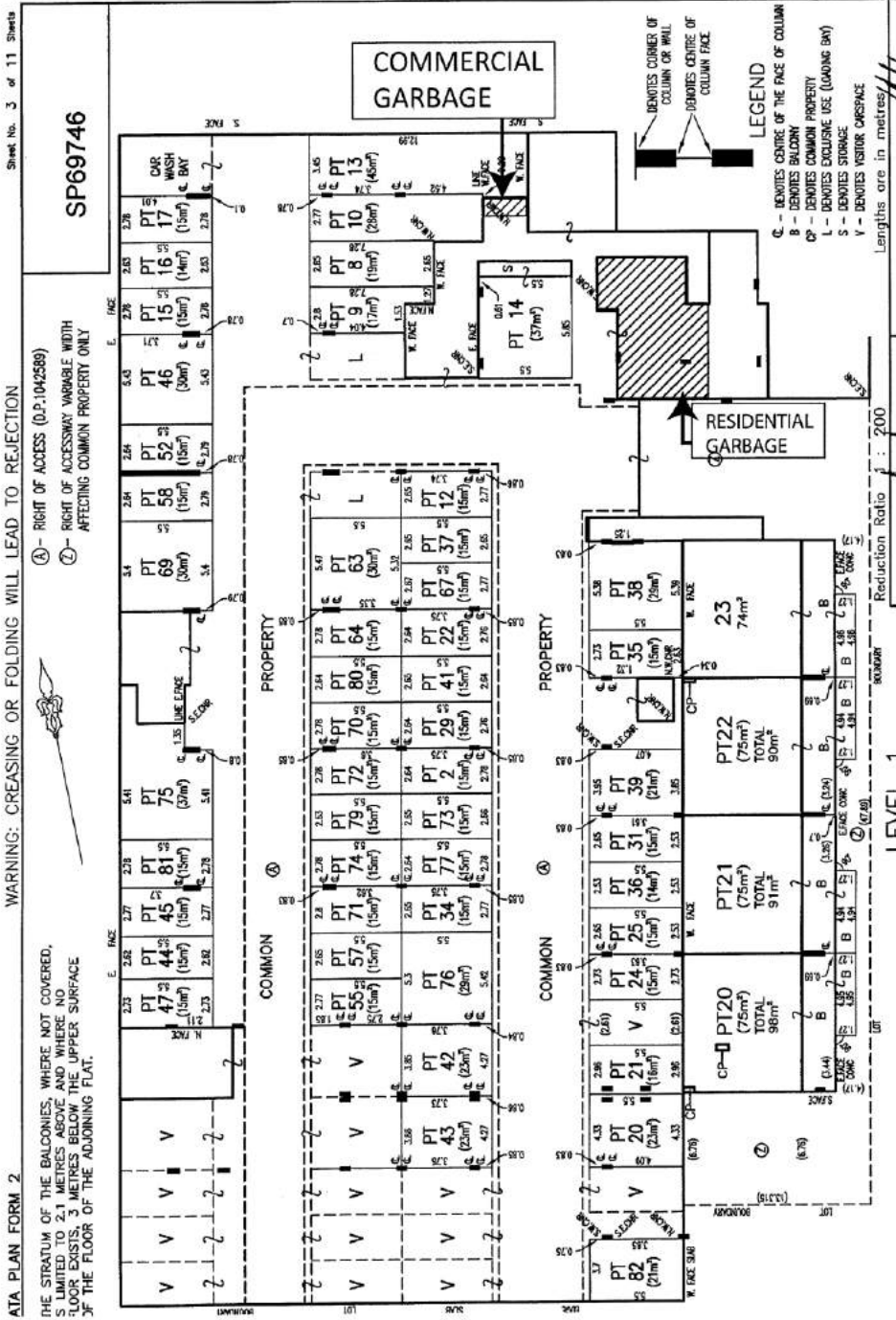
26 Hanging Out of Washing

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.

27 Disposal of Waste

- (1) 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.
- (2) An Owner or Occupier of a Residential Lot:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the Shared Residential Bins, 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 Shared Residential Bins and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An Owner or Occupier of each Commercial Lot:
 - (a) must ensure that a commercial contractor is engaged at all material times to remove any and all waste generated in connection with the use of the Commercial Lot;
 - (b) ensure that the bins used by the Owner or Occupier of each Commercial Lot are stored adjacent to the location of the Shared Residential Bins in the car park, as shown on the excerpt of Strata Plan No. 69746 that is annexed to this by-law and marked with the letter "A"; and
 - (c) must not deposit any items or otherwise use the Shared Residential Bins at any time, unless otherwise approved in writing by the Owners Corporation.
- (4) For the purposes of this by law, "shared residential bins" means the bins marked 'residential garbage' in the location shown on the excerpt of Strata Plan No. 69746 that is annexed to this by-law and marked with the letter "A"

Annexure "A" to By-Law 25



28 Use of Swimming Pool and Common Property Furniture

- (1) An Owner or Occupier shall not:
 - (a) use the swimming pool, and surrounds between the hours of 10.00 p.m. and 6.00 a.m.;
 - (b) illuminate any lights in the swimming pool area or associated therewith between the hours of 10.00 p.m. and 6.00 a.m.; or
 - (c) whilst using the swimming pool create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the Owners or Occupiers of other Lots or common property in the strata scheme.
- (2) No diving board or trampoline or similar device shall be used in conjunction with the swimming pool.
- (3) Persons using the swimming pool, shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use of such facilities by other persons.
- (4) In relation to the use of the swimming pool, an Owner or Occupier of a Lot shall ensure:
 - (a) that their invitees do not use the pool unless they or another Owner or Occupier accompanies them;
 - (b) that children are not in or around the swimming pool unless accompanied by an adult Owner or Occupier exercising effective control over them; and
 - (c) that glass containers or receptacles of any type are not to be taken into the swimming pool or its surrounds.
- (5) An Owner or Occupier shall not, without proper authority, add any chemical or other substance to the water in the swimming pool.
- (6) No animals are allowed into the pool or the surrounding area.
- (7) In relation to the use of the swimming pool, the strata committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one Owner or Occupier to be permitted to use the pool and surrounding area at any one time.

- (8) If the Strata Committee determines that an Owner or Occupier has breached this by-law, the Strata Committee, in its absolute discretion, may cause the security access key/s that permit the Lot Owner or Occupier to access the swimming pool and surrounds to be deactivated for a period of up to 3 months, and that Owner or Occupier shall not be permitted to use the swimming pool for the period that the Strata Committee determines that his/her key is to be deactivated.
- (9) An Owner or Occupier of a Lot shall not, without the approval in writing of the Owners Corporation, remove any items of furniture or furnishings from any area of the common property in which the same have been placed by or upon the direction or authority of the Owners Corporation and shall take reasonable precautions in relation to the use of such items to ensure that they are not damaged or otherwise rendered unsuitable for their intended use.

29 Use and Maximum Occupancy of a Lot

- (1) An Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (2) An Owner or an Occupier of a Lot shall not use a Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the *Environmental Planning & Assessment Act 1979* (NSW) or under any Act which supersedes or replaces that Act.
- (3) An Owner or Occupier of a Lot must give the Owners Corporation 21 days written notice prior to changing the existing use of the Lot.
- (4) Without limiting clause (3) above, the Owner or Occupier of a Lot must give at least 21 days written notice of any change 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).
- (5) Subject to any circumstances prescribed by the *Strata Schemes Management Regulation 2016* for the purposes of section 137 of the *Strata Schemes Management Act 2015*, any planning approval or other law applicable to a Lot, and any order of the New South Wales Civil and Administrative Tribunal, the maximum number of adults who may reside in a Lot at any one time shall be limited to two adults per each bedroom in the Lot.

- (6) Clause (5) above does not limit the number of children who may reside in a Lot from time to time.
- (7) An Owner of a Lot shall not advertise that a Lot is available for more than two adults per bedroom to reside in at any one time.
- (8) For the purposes of clause (5) above, "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 *Strata Schemes Management Regulation 2016* as a bedroom for the purposes of section 137 of the *Strata Schemes Management Act 2015*.

30 No Residential Lot Signage

- (1) An Owner or Occupier of a residential Lot must not erect any form of signage on the common property including but not limited to 'For Sale' or 'For Lease' real estate signage.
- (2) An Owner or Occupier of a residential Lot must not erect any form of signage within the Lot that is visible from outside the Lot including but not limited to 'For Sale' or 'For Lease' real estate signage.

31 Commercial / Retail Signage

- (1) The Owner or Occupier of a commercial Lot may, subject to the approval of all other relevant authorities and the Strata Committee, erect a sign or signs that are of a size and dimensions appropriate to the size and location of that Lot within any areas designated by the Owners Corporation for such signs provided that in all cases such signs are immediately adjacent to that relevant Lot and do not materially affect the use or enjoyment of any other Lot or the common property.
- (2) The Strata Committee shall not unreasonably withhold approval of signage on a commercial Lot provided it is not offensive, excessively large or obtrusive.

32 Electronic Service of Documents on Owner of a Lot by Owners Corporation

- (1) A document may be served on the Owner 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.
- (2) A document or notice served on an Owner 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 within 24 hours.

33 Electronic Attendance and Voting at General Meetings and Strata Committee Meetings

- (1) Owners may attend a general meeting of the Owners Corporation by electronic means using the technologies prescribed by the Strata Committee from time to time.
- (2) Members of the Strata Committee may attend a meeting of the Strata Committee by electronic means using the technologies prescribed by the Strata Committee from time to time.
- (3) Owners may vote on a motion on the agenda of a general meeting of the Owners Corporation by electronic means as follows:
 - (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting;
or
 - (b) by utilizing any electronic voting platform or portal approved by the Strata Committee from time to time for voting at general meetings.
- (4) Members of the Strata Committee may vote on a motion on the agenda of a Strata Committee meeting by electronic means as follows:
 - (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting;
or

- (b) by utilizing any electronic voting platform or portal approved by the Strata Committee from time to time.
- (5) If an Owner or member of the strata committee casts a vote by email in accordance with this By-Law, the vote is deemed to have been lodged when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

34 Exhaust Fans, Bathroom/Laundry Tiles, Balcony/Terrace Tiles, Thermostatic Mixing Valves and Floor Coverings

- (1) Pursuant to section 106(3) of the *Strata Schemes Management Act 2015*, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace:
 - (a) an exhaust fan that is an independent unit, installed by the owner and located in the ceiling of the Lot;
 - (b) any floor or wall tiles in a Lot, including but not limited to tiles in the bathroom, kitchen, laundry and/or on the balcony or terrace of a Lot;
 - (c) any thermostatic mixing valves controlling the delivery of hot water to a Lot and in the case where the thermostatic mixing valve is located within a common property cavity, the Owners Corporation will arrange installation of a service/access hatch to facilitate owner maintenance; and
 - (d) any floor coverings and finishes within a Lot;

provided that the damage to any item described above has not been caused by an insurable event.

Notation: For the avoidance of doubt, it is noted the Lot owner is responsible for maintaining, repairing and replacing any thermostatic mixing valve that services the Lot, regardless of whether the valve is located within the Lot or within the common property walls or ceilings that enclose the Lot.

- (2) If an Owner seeks the Owners Corporation's approval of a by-law to permit him or her to replace the tiles in the bathroom, laundry, balcony or terrace of a Lot, any such by-law must include a provision also requiring the Owner to replace the associated waterproofing membrane.

35 Exclusive Use – Lots 15, 16, 17 And 46

- (1) The Owners for the time being of Lots 15, 16, 17 and 46 are jointly entitled to exclusive use and enjoyment of that part of the common property marked CS115 & CS116 in the Strata Plan on the terms and conditions set out in this By-Law.
- (2) The Owners of Lots 15, 16, 17 and 46 must pay the cost to the Owners Corporation of the maintenance and upkeep of the area of exclusive use.
- (3) The Owners of Lot 15, 16, 17 and 46 must as its own expense keep the area of exclusive use neat and tidy and free of rubbish at all times.
- (4) The Owners for the time being of Lots 15, 16, 17 and 46 must not erect and structure upon the area of exclusive use without the prior written consent of the Owners Corporation.

36 Exclusive Use – Lot 14 – Enclosed Storage Space

- (1) The Owners for the time being of Lot 14 (D407) in the strata scheme are conferred with the exclusive use and enjoyment of that part of the common property being the boundary area of their car space for the installation of a Enclosed Storage Space (hereinafter defined as including the Enclosed Storage Space, panelling, doors, electrical works, and all associated equipment for Lot 14 (D407)) (hereinafter referred to as the “Enclosed Storage Space”) servicing the Owners of Lot 14 (D407) within the scheme subject to the following terms and conditions:
 - (a) the Enclosed Storage Space shall be maintained in good working order and condition by the Owner/s without claim on the Owners Corporation in respect of such maintenance;
 - (b) the Owner/s bearing the costs (without claim on the Owners Corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the Enclosed Storage Space including the costs of any insurance policies in fulfilling the terms of condition (a);
 - (c) the installation of the Enclosed Storage Space must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) the Owners of any Lot undertaking the installation of Enclosed Storage Space must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

- (e) the Enclosed Storage Space must not create any noise likely to interfere with the peaceful enjoyment of any Owner or Occupier of a Lot in the strata scheme or any person lawfully using the common property;
- (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Enclosed Storage Space must be forthwith made good by the Owners of the Lot from which the damage results at no cost to the Owners Corporation;
- (g) the Owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

37 Exclusive Use – Lot 13 – Enclosed Storage Space

- (1) The Owners for the time being of Lot 13 (D406) in the strata scheme are conferred with the exclusive use and enjoyment of that part of the common property being the boundary area of their car space for the installation of a Enclosed Storage Space (hereinafter defined as including the Enclosed Storage Space, panelling, doors, electrical works, and all associated equipment for Lot 13 (D406)) (hereinafter referred to as the “Enclosed Storage Space”) servicing the Owners of Lot 13 (D406) within the scheme subject to the following terms and conditions:
 - (a) the Enclosed Storage Space shall be maintained in good working order and condition by the Owner/s without claim on the Owners Corporation in respect of such maintenance;
 - (b) the Owner/s bearing the costs (without claim on the Owners Corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the Enclosed Storage Space including the costs of any insurance policy’s in fulfilling the terms of condition (a);
 - (c) the installation of the Enclosed Storage Space must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) the Owners of any Lot undertaking the installation of Enclosed Storage Space must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the Enclosed Storage Space must not create any noise likely to interfere with the peaceful enjoyment of any Owner or Occupier of a Lot in the strata scheme or any person lawfully using the common property;

- (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Enclosed Storage Space must be forthwith made good by the Owners of the Lot from which the damage results at no cost to the Owners Corporation;
- (g) the Owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

38 Exclusive Use – Lot 31 – Balcony Louvered Shutter

- (1) The Owners for the time being of Lot 31 (D407) in the strata scheme are conferred with the exclusive use and enjoyment of that part of the common property being the balcony boundary opening of their balcony for the installation of a Louvered Shutter (hereinafter defined as including the Louvered Shutter and all associated equipment for Lot 31 (C310)) (hereinafter referred to as the “Louvered Shutter”) servicing the Owners of Lot 31 (C310) within the scheme subject to the following terms and conditions:
 - (a) the Louvered Shutter shall be maintained in good working order and condition by the Owner/s without claim on the Owners Corporation in respect of such maintenance;
 - (b) the Owner/s bearing the costs (without claim on the Owners Corporation) of any repairs or services and replacement or renewal of the Louvered Shutter including the costs of any insurance policies in fulfilling the terms of condition (a);
 - (c) the installation of the Louvered Shutter must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) the Owners of any Lot undertaking the installation of Louvered Shutter must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the Louvered Shutter must not create any noise likely to interfere with the peaceful enjoyment of any Owner or Occupier of a Lot in the strata scheme or any person lawfully using the common property;
 - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Louvered Shutter must be forthwith made good by the Owners of the Lot from which the damage results at no cost to the Owners Corporation;

- (g) the Owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

39 Exclusive Use – Lot 24 – Courtyard Tap

- (1) The Owners for the time being of Lot 24 (C201) in the strata scheme are conferred with the exclusive use and enjoyment of that part of the common property being the connection to common area piping for the installation of a Tap (hereinafter defined as including the Tap and all associated equipment or piping for Lot 24 (C201) (hereinafter referred to as the “Tap”) servicing the Owners of Lot 24 (C201) within the scheme subject to the following terms and conditions:
 - (a) the Tap shall be maintained in good working order and condition by the Owner/s without claim on the Owners Corporation in respect of such maintenance;
 - (b) the Owner/s bearing the costs (without claim on the Owners Corporation) of any repairs or services and replacement or renewal of the Tap or associated piping or connections including the costs of any insurance policy's in fulfilling the terms of condition (a);
 - (c) the installation of the Tap must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) the Owners of any Lot undertaking the installation of the tap must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the Tap must not create any noise likely to interfere with the peaceful enjoyment of any Owner or Occupier of a Lot in the strata scheme or any person lawfully using the common property;
 - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Tap must be forthwith made good by the Owners of the Lot from which the damage results at no cost to the Owners Corporation;
 - (g) the Owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

40 Exclusive Use – Lot 75 – Enclosed Storage Space

- (1) The Owners for the time being of Lot 75 (E706) in the strata scheme are conferred with the exclusive use and enjoyment of that part of the common property being the boundary area of their car space for the installation of an Enclosed Storage Space (hereinafter referred to as the “Enclosed Storage Space”) servicing the Owners of Lot 75 (E706) within the scheme subject to the following terms and conditions:
- (a) the installation of the enclosed storage space must have comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before they are to be installed;
 - (b) the enclosed storage space shall always remain the sole property of the Owner for the time being of the Lot which they service;
 - (c) the style and design of the first of any one type of the enclosure to be notified to the secretary or the strata managing agent will, if it complies with subclause (1)(a) to (l) hereof, shall set the precedent for any other similar installations of enclosed storage space that may be proposed elsewhere in the strata scheme;
 - (d) the installation of the enclosed storage space must obtain all necessary permits, licenses or consents required by local authority or statutory or lawful authority for such installation;
 - (e) the enclosed storage space must ensure that they comply with all current fire safety regulations and are at all times maintained so as to comply with such regulations and any future fire safety or other regulations that may be imposed upon such installations;
 - (f) in compliance with subclause (e) the enclosed storage space must be of a suitably pervious material that does not interfere with the free flow of air throughout the garage area of the strata scheme;
 - (g) the installation of the enclosed storage space must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the enclosed storage space must be forthwith made good by the Owners of the Lot from which the damage results at no cost to the Owners Corporation;

- (i) the enclosed storage space must be maintained in good working order and condition by the Owner without claim on the Owners Corporation in respect of such maintenance;
 - (j) the Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the enclosed storage space is to be replaced or renewed;
 - (k) all paint, stain and trim finished applied to the enclosed storage space shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
 - (l) the walls and door/s and all attendant mechanisms for the mounting of the walls and door/s of the enclosed storage space must be located wholly within the boundary of the Lot car parking space.
- (2) In the event that the Owner or Occupier of Lot 75 (E706) to which the enclosed storage space is installed, after notice, fails to comply with any matters set out in conditions (a) to (l) hereof then the Owners Corporation may terminate the right of the Owner or Occupier to install the enclosure.

41 Exclusive Use – Lot 8 – Enclosed Storage Space

- (1) The Owners for the time being of Lot 8 Unit D401 in the strata scheme (“**the Owner**”) are conferred with the exclusive use and enjoyment of that part of the common property being the boundary area of their car space for the installation of an Enclosed Storage Space (the “**Enclosed Storage Space**”) servicing the Owner subject to the following terms and conditions:
- (a) fourteen (14) days prior to the installation of the Enclosed Storage Space plans and diagrams of the proposed Enclosed Storage Space will be provided to the secretary or the strata manager of the strata plan;
 - (b) the style and design of the Enclosed Storage Space will be in accordance with an agreed precedent established and approved by the Owners Corporation for other similar installations of enclosed storage spaces;
 - (c) the Enclosed Storage Space will remain the property of the property of the Owner of the Lot for the time being;

- (d) the Enclosed Storage Space will be maintained in good working order and condition by the Owner at no cost to the Owners Corporation;
 - (e) all materials and finishes applied to the Enclosed Storage Space will be consistent with the materials and finishes at the time of installation and in use in the future throughout the strata scheme at no cost to the Owners Corporation;
 - (f) the Enclosed Storage Space (including but not limited to all wall mountings, doors, mechanisms and walls) must be contained wholly within the boundaries of the Lot;
 - (g) the Enclosed Storage Space must comply with all current and future fire safety regulations that may be imposed on the installation;
 - (h) all materials used in the construction and maintenance of the Enclosed Storage Space must comply with current and future fire safety regulations and must not interfere with the free flow of air throughout the garage area of the strata scheme;
 - (i) the installation of the Enclosed Storage Space must be affected in a proper and workmanlike manner by licensed and insured tradespersons;
 - (j) the Owner in undertaking the installation of the Enclosed Storage Space must obtain all necessary approvals, permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (k) any damage to the common property that occurs during, or results from, the installation or subsequent removal or replacement of, or the use of, the Enclose Storage Space must be made good by the Owners of the Lot from which the damage results at no cost to the Owners Corporation; and
 - (l) the Owner will inform the secretary or the strata managing agent of the scheme not later than fourteen (14) days prior to the limited common property being replaced or renewed.
- (3) Provided that in the event that the Owner or Occupier of the Lot fails to comply with the conditions above after receiving notification from the Owners Corporation the Owners Corporation may terminate the right of the Owner of exclusive use for the purpose of the Enclosed Storage Space.

42 Installation of Child Safety Window Devices

PART 1 - Preamble

The intention of this by-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 - Definitions

- (1) The following terms are defined to mean:
 - (a) 'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.
 - (b) 'Lot' means any lot in the strata plan.
 - (c) 'Occupier' means the occupier of a Lot
 - (d) 'Owner' means the owner/s of the Lot.
 - (e) 'Owners Corporation' means the owners corporation created by the registration of strata plan
 - (f) 'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
 - (g) 'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
 - (h) 'the Act' means the Strata Schemes Management Act 1996.
 - (i) 'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.
 - (j) 'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

- (2) Where any terms used in this by-law are defined In the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 – Rights and Obligations of Lot Owners

- (1) A lot owner shall be liable to compensate or Indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act; including but not limited to the following;
 - (a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices.
 - (b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;
 - (c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
 - (d) Where an owner, occupier or owners agent removes or damages a safety device that has already been Installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
 - (e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
 - (f) Any additional administrative charges incurred by the Owners Corporation associated with items (1) (a) to (e) above;
- (2) Any costs imposed upon a lot owner pursuant to PART 3 (1) (a) to (f) of this by-law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (3) In the event that a lot owner believes a charged imposed upon them pursuant to this by-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation
- (4) In the event the Owners Corporation rejects a request made by a lot owner pursuant to the terms of this by-law, all charges imposed by this by-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (1) The owners corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
- (2) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (3) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act; The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this by-law pursuant to section 80 of the Act;
- (4) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

43 External Privacy Screens

1. Special Privilege

Despite any other by-law to the contrary; and subject to complying with the conditions, the owner has special privilege to do the following:

- (a) attached a privacy screen to that part of the common property relevant to his lot
- (b) carry out the works
- (c) make alterations to, and penetrations into, the common property necessary to carry out the works

2. Exclusive Use

To the extent the privacy screen is attached to the common property the owners has exclusive use of those parts of the common property.

3. Maintenance and Repair

- (a) The owner is responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the privacy screen the subject of this bylaw.

- (b) The owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair the common property to which the privacy screen the subject of this bylaw is attached.
- (c) The owner must keep the privacy screen clean and in good repair and condition.

4. Conditions

The privacy screens must be:

- (a) of a type and style as demonstrated in annexure 'A', being of glass and steel construction
- (b) have dimensions 1400mm high, and panels of 1200mm wide
- (c) the screens must be affixed with 50mm DIA satin stainless steel glass patch fittings; and
- (d) be affixed to the existing concrete balustrade/upstands
- (e) the privacy screens are to be constructed of 15mm thick frame less glass, frosted, with frosted face to the roof terrace
- (f) for the avoidance of doubt reference should be made to annexure 'A' of this by-law.

5. Undertaking the Work

The owner must comply with the following conditions when carrying out the works:

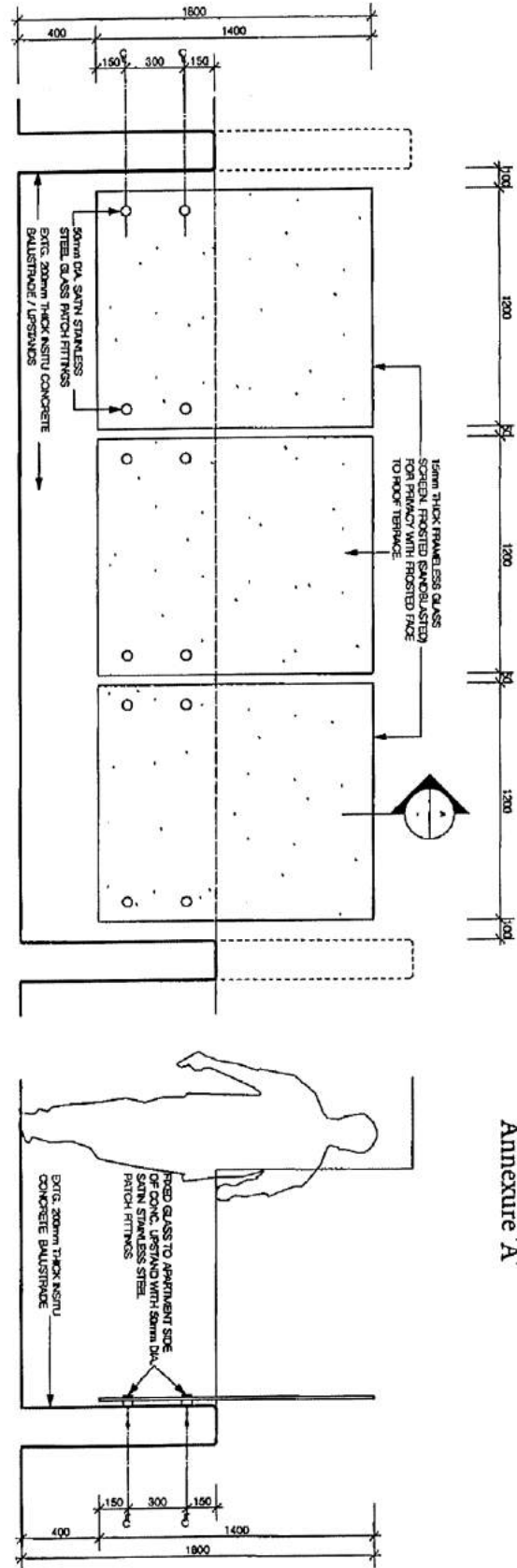
- (a) Comply with the requirement of all relevant authorities and the consents from all relevant authorities
- (b) Have the consent of the executive committee
- (c) Ensure the works are carried out in a proper and workmanlike manner
- (d) Use only qualified and where appropriate licensed tradesmen
- (e) Ensure the works are carried out without undue delay
- (f) Ensure no materials, tools, rubbish or debris are left lying about the common property

- (g) Cause as little disturbance as is practicable to other owners and occupiers
- (h) Ensure no damage is caused to the common property, and if damage is caused, immediately make good that damage
- (i) Ensure no damage is caused to the property of any other owner or occupier and if damage is caused immediately make good.

6. Consent of the Committee

- (a) In order to gain consent of the executive committee to any privacy screen application to be installed in accordance with this by-law, an owner seeking consent must make an application in writing to the executive committee which application must be accompanied by details, including specifications and drawings of the proposed screen.
- (b) The executive committee may grant or withhold its consent to an application by an owner made under this by-law at its absolute discretion.
- (c) The executive committee may not withhold its consent to an application by an owner made under this by-law for the installation of an external security screen if that application is made exactly in accordance with the details contained in annexure 'A',

Annexure 'A'



Annexure 'A'

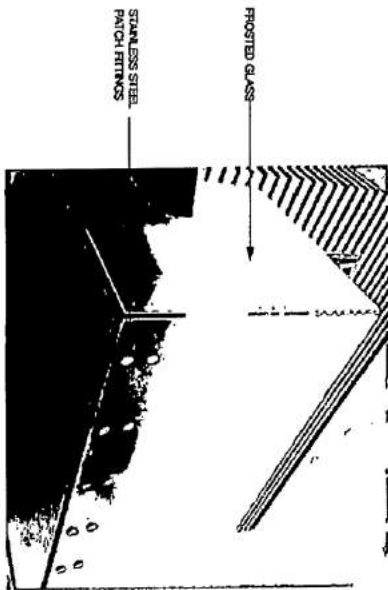
1 ELEVATION - PRIVACY SCREEN: GLASS
1:20 @ A3

2 SECTION A
1:20 @ A3



SKETCH OPTION 01: FRAMELESS GLASS PRIVACY SCREEN - BUILDING B + C
The Sonoma at 1-11 Hunter St, Waterloo, NSW

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3 PRECEDENT

M.C.L.

44 Occupation and Leasing of a Lot

- (1) Unless otherwise provided by this by-law, an Owner of a Lot must not permit the occupation of a Lot by a tenant unless:
 - (a) the tenant is party to a lease or other written tenancy agreement;
 - (b) the lease or tenancy agreement is for a term of not less than three months; and
 - (c) the Owner has provided the tenant with a consolidated copy of the by-laws of Strata Plan No. 69746.
- (2) No later than 14 days after the commencement of any occupation of a Lot by a tenant in accordance with clause (1), the Owner must notify the Owners Corporation of the following information:
 - (a) the name of the tenant;
 - (b) the commencement date of the lease or written tenancy agreement;
 - (c) the term of the lease or written tenancy agreement;
 - (d) a telephone number, postal address and email address for the tenant (if he or she has an email address); and
 - (e) the name and address of any letting agent.
- (3) An Owner or Occupier of a Lot:
 - (a) shall not use a Lot or allow a Lot to be used for short-term leasing; and
 - (b) shall not advertise, or allow to be advertised, that a Lot is available for short-term leasing.
- (4) If the Strata Committee suspect that a person or persons have entered into occupation of a Lot and the Owners Corporation has not been notified of the same in accordance with clause (2) above, the Strata Committee may request that the person/s forthwith provide a copy of the lease or written tenancy agreement.

- (5) If the person fails to provide a copy of the lease or written tenancy agreement, the Strata Committee shall be entitled to assume that the use of the Lot is prohibited and may take all necessary and reasonable steps to:
- (a) confiscate or deactivate the relevant security key to the Lot;
 - (b) ensure that the person leaves the scheme; and/or
 - (c) otherwise enforce the by-laws of the scheme.
- (6) For the purpose of this by-law, “short-term leasing” means a lease, sub-lease or a licence to use a Lot for accommodation for a period of less than three months, and includes holiday rental arrangements including through the use of internet sites such as Airbnb, VRBO, Homeaway, Stayz and the like, where the occupant is to occupy the premises for a period of less than three months.

45 Pergola Installation – Lots 8, 9 & 10

1. Special Privilege

Despite any other by-law to the contrary, and subject to complying with the Conditions, the owners of lots 8,9 & 10 are entitled to a special privilege to do the following;

- (a) attach a pergola to that part of the common property relevant to his lot
- (b) carry out the works
- (c) make alterations to, and penetrations into, the common property necessary to carry out the works

2. Exclusive Use

To the extent that the pergola is attached to the common property the owners have exclusive use of the parts of the common property.

3. Maintenance and Repair

- (a) The owner is responsible for the cost associated with the operation, cleaning, maintenance, repair, renewal, and replacement of the pergola the subject of this bylaw.
- (b) The owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair the common property to which the pergola the subject of this by-law is attached.
- (c) The owner must keep the pergola clean and in good repair and condition.

4. Conditions

This by-law operates in conjunction with by-law 10 – ‘Major and Minor Works Protocol’ and all terms and conditions, requirements, and processes as set out in by-law 10 also apply to this by-law, including application, approval, dilapidation report, structural work, performance of the works, after the works, maintenance, damage, Indemnity, Insurance & right to remedy default.

5. Works Process

The pergola must be constructed in accordance with following conditions:

- (a) Be of a type, style and dimension as demonstrated in annexure ‘A’ of this by-law.
- (b) Comprise a roof material being 50mm insulated panels bonded to steel sheeting top and bottom. The top side of the roof is to be of a corrugated profile matching the roof of the existing adjacent building. The colour of the top side of the roof is to match the roof of the existing adjacent building (Colorbond Woodland Grey). The underside of the roof is to be white.
- (c) The roof is to be supported by, and affixed to, beams and posts as demonstrated in annexure ‘A’. The beams and posts are to be constructed of powder coated aluminium or steel of a square or rectangular profile. The colour of the beams and posts is to match the colour of capping and flashing on the existing adjacent building (Colorbond Woodland Grey).
- (d) The edges of the pergola roof are to be finished with capping matching the style and colour of capping on the existing adjacent building (Colorbond Woodland Grey).
- (e) A gutter and downpipe is to be installed at the outer (northern) edge of the pergola. The profile and colour of the gutter and downpipe is to match the profile and colour of the existing downpipe and gutter located on the southern side of the adjacent building.
- (f) Supporting beams and posts are to be affixed to the existing concrete blade walls using appropriate fixings as recommended by the installer.
- (g) The fall on the roof is to be the minimum pitch as per the manufacturer’s recommendations.