

BY-LAWS

STRATA SCHEMES MANAGEMENT REGULATION 2016 (NSW) SCHEDULE 2 BY-LAWS FOR PRE-1996 STRATA SCHEMES SP 61419

Note: The matters that were previously contained in By-laws 1-11 in Schedule 1 of the *Strata Schemes (Freehold Development) Act 1973*, Schedule 3 of the *Strata Schemes (Leasehold Development) Act 1986* and Schedule 1 of the *Strata Schemes Management Act 1996* have been included as provisions of this Act and are therefore no longer by-laws.

1. NOISE

You and your invitees must not create any noise on a Lot or the common property likely to interfere with the peaceful enjoyment of the owner's or authorised occupants of another lot or of any person lawfully using common property.

2 NUISANCE

No noxious or offensive trade or activity shall be carried on upon any Lot or on the common property nor shall anything be done which may be or may become an annoyance or nuisance or which shall in any way interfere with the quiet and peaceful enjoyment of the owner's or authorised occupants of another Lot. Offensive trade or activity includes, without limitation, the holding of auction sales, the doing of anything that causes noxious odours, the use of exterior speakers, horns, whistles, bells or other sound devices, (other than the security or warning devices used exclusively for such purposes), the use of noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or the use of any other equipment which may unreasonably interfere with television or radio reception of any other Lot.

3 PARKING OF VEHICLES / REPAIR OR RESTORATION OF VEHICLES

1. You must not park or stand any boat, motor or other vehicle on common property, or permit a boat or motor vehicle to be parked or stood on common property, except with out prior written approval or as permitted by a sign authorised by us.
2. You shall ensure that any visitors shall only park their vehicles in car spaces designated for visitors and upon any conditions notified by the Strata Committee.
3. A commercial type vehicle (including but not limited to a dump truck, cement mixer, truck, delivery truck, coach, bus, inoperative vehicle equipment whether mobile or otherwise), and/or a recreational vehicle (including but not to be limited to a caravan, camper unit, house car, motor home or boat) may only be parked, stored or kept on your Lot and then only if such vehicle is not visible from the common property
4. You shall not conduct repairs or restoration on any motor vehicle, boat. Trailer or other vehicle upon the common property. Any such repairs or restoration works may only be carried out wholly within your garage or partitioned car space, provided that such activity shall at no time be permitted if it determined by us to be a nuisance.
5. Car spaces shall be used for garage purposes only and shall not be converted to other uses.
6. You shall not use motorised vehicle excluding electric push-bikes unless it is registered by the Roads and Traffic Authority and/or approved by us.
7. The owner/s of Lot 63 from time to time shall be entitled to land their helicopter on common property, subject to the following:



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3.7.1 The owner of Lot 63 provides us with up-to-date insurance and license documentation;

3.7.2 any and all Council specifications and regulations in relation to the landing of a helicopter on private property be adhered to.

4. OBSTRUCTION OF COMMON PROPERTY

You must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

You must not:

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

6. DAMAGE TO COMMON PROPERTY

- (1) You must not mark, paint, drive nails or screw or the like into, or otherwise damage or deface, any structure that forms part of common property without our written approval
- (2) An approval given by us under clause 6.1 cannot authorise any additions to the common property.

7. BEHAVIOUR OF OWNERS AND OCCUPIERS AND INVITEES

- (1) 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.
- (2) You Must take all reasonable steps to ensure that your invitees:
 - (1) Do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or authorised occupants of another Lot or any person lawfully using common property; and
 - (2) Without limiting paragraph (a) that invitees comply with clause 7.1

8. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

- 1) Any child of whom the owner or occupier has control to play on common property that is designated by us for that purpose but may only use an area designated for swimming while under adult supervision.
- 2) You must not permit any child for whom you are responsible to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children unless accompanied by an adult exercising effective control.

9. CLEANING OF ALL WINDOWS AND DOORS



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- 1) Except in the circumstances referred to in clause 9.2, you are 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) We are responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by you safely or at all.

10. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

11. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- 1) You must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when you do so.
- 2) We may resolve that furniture or large objects are to be transported through or on the common property in a specified manner.
- 3) If we have specified by resolution, the manner in which furniture or large objects are to be transported, you must not transport any furniture or large object through or on common property except in accordance with that resolution.

12. FLOOR COVERINGS

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

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

13. GARBAGE DISPOSALS

- 1) You must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item.
- 2) You must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- 3) You must:
 - a) Comply with all reasonable directions given by us to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - b) Comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- 4) You must maintain bins for waste within the Lot, or on any part of the common property that is authorised by us, in clean and dry condition and appropriately covered.



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- 5) You must not place anything in the bins of the owner or occupier of any other Lot except with the permission of that owner or occupier.
- 6) You must place the bins within an area designated for collection not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to your Lot or other area authorised for the bins.
- 7) We may give directions for the purposes of this By-Law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to you.
- 8) In this By-Law 'bin' includes any receptacle for waste and 'waste' includes garbage and recyclable material.

14. KEEPING OF ANIMALS

- 1) An owner or occupier of a lot must not keep any animal on the lot or the common property.
- 2) If you keep an assistance animal on your Lot you must, if we require you to do so, provide evidence to us demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the commonwealth.

15. APPEARANCE OF BUILDING AND COMMON PROPERTY

- 1) We shall ensure that the Lots and common property including but not limited to the Building and external appearance, landscaping and common facilities are maintained to a high standard.
- 2) You shall not, without our written consent make any addition, alteration, decoration, repair, nor modification to the Building or common property which may affect the external surface or external aesthetic appearance of the Building.

16. APPEARANCE OF LOT

- (1) You must not, without our written approval 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) You must not place or maintain within a Lot and/or common property any of the following things without our prior written approval namely;
 - (1) Antennae dish or other device;
 - (2) Air conditioning units.

17. REPAIRS AND MAINTENANCE OBLIGATION

You Shall:

- 1) Maintain you Lot in good condition and repair fixtures and fittings and insure them for all risks other than building replacement
- 2) From time to time replace the fixtures and fittings within your lot which may be or become beyond repair at any time or which may be or become a nuisance or hazard;
- 3) Take all reasonable steps to prevent infestation of vermin or insects;
- 4) Keep tidy, maintain and water as and when necessary, all yards and landscaping forming part of his Lot.

18. WATER HEATERS



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The water heaters servicing the Lots are owned by us and we are responsible for the maintaining, repairing and replacing of the water heaters as may be required from time to time.

19. CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED IN COMPLIANCE WITH PLANNING LAWS AND OTHER REQUIREMENTS

- 1) You must notify us if you change the existing use of the Lot.
- 2) Without limiting clause 19.1 the following changes of use must be notified:
 - a) A 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) and
 - b) A change to the use of a Lot for a short-term or holiday letting.
- 3) You Must Ensure that your Lot is not used for any purpose that is prohibited by law. You must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

20. SWIMMING POOL

The following rules apply to the use of any swimming pool forming part of the common property, namely:

- 1) The swimming pool may only be used between the hours of 6:00 am to 10:00 pm each day;
- 2) Noisy or dangerous activities are not permitted in the swimming pool area;
- 3) Breakables are not permitted in the swimming pool area;
- 4) Children are not permitted to use the swimming pool except when accompanied and supervised by an adult;
- 5) Swimming pool equipment must not be interfered with.

21. WASHING AND CLOTHESLINES

Clotheslines and the hanging of washing and other articles are only permitted within the Lot when not visible from outside the Lot

22. SKATE OR ROLLER BOARDS

The use of skate or roller boards or similar devices on common property is not permitted

23. UTILITIES

We may by special resolution determine to enter into arrangements for the provision of the following amenities or service to ;

- 1) Electricity, water or gas supply;
- 2) Telecommunication services (for example, cable television).

If we make a resolution to provide an amenity or service to you it must indicate in the resolution the amount for which or the condition on which it will provide that amenity or service.



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24. EXCLUSIVE USE RIGHTS (SPECIAL BY-LAW)

The owners from time to time of the Lot set out in this clause shall be entitled to the right of exclusive use and enjoyment of the Designated Common Property Exclusive Use Area(s) set out opposite the stated Lot, namely;

<u>Lot number</u>	<u>Designated Common Property Exclusive Use Area(s)</u>
40	(B)
42	(H)
43	(I)
44	(G)
68	(E) & (F)

Subject to the following:

- 1) We shall be responsible for the proper maintenance of a keeping in a state of good and serviceable repair the Designated Common Property Exclusive Use Areas(s); and
- 2) We, or any person carrying out our obligations pursuant to an agreement with or otherwise authorised by us shall be entitled to enter and remain upon the Designated Common Property Exclusive Use Areas(s) for the purposes of enabling us to carry out our obligations set out in By-Law 24.1.1

25. EXCLUSIVE USE AREAS (SPECIAL BY-LAW)

The owners from time to time of the Lots set out in this By-Law shall be entitled to the right of exclusive use and enjoyment of the designated Exclusive Use Areas (courtyard extensions) and the designated Exclusive Use Balcony Areas shown on shown on the Location Plan annexed to these By-Laws and marked "A-1 to A-8" and set out opposite the stated Lot namely;



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Lot Number	Designated Common Property	Lot Number	Designated Common Property
	Exclusive Use Areas(s)		Exclusive Use Areas(s)
3	K1	45	K26
6	K2	47	K27
7	K3	50	K28
11	K4	51	K41
12	K5	53	K29
13	K6	54	K30
17	K7	56	K31
20	K8	57	K32
21	K9	58	K33
23	K10	59	K34
24	K11	60	K35
25	K12	63	K36
26	K13	64	K37
27	K14	68	K39
39	K24	49	K40
41	K25		

- 1) Subject to By-Law 25.3, we shall be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the Exclusive Use area(s); and
- 2) We, or any person carrying out our obligations pursuant to an agreement with us or otherwise authorised by us shall be otherwise entitled to enter and remain upon the Exclusive Use Area(s) for the purposes of enabling us to carry out our obligations set out in By-Law 25.2;
- 3) The Owner/s of a Lot benefited by By-Law 25 may elect at any time
 - (1) To construct a fence around the Exclusive Use Area relevant to that Lot (courtyard extension/s) and
 - (2) To construct an extension of the existing balcony area of their Lot over the Exclusive Use Balcony area relevant to that Lot

If the Owner's make that election by notice in writing to use, the following conditions will apply;

- (3) The fence and/or the balcony extension as the case may be must be constructed, maintained, repaired and repainted by and at the cost of the owner
- (4) The construction of the fence and/or the balcony extension as the case may be will be managed by us or by the Manager. The fence must be constructed to a height of 1.8 m and the fence and the balcony extension/s must be constructed of materials and have a colour scheme as determined by us



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26. ENCROACHING STRUCTURES TO REMAIN

The owners of Lots 3 (Unit 102) and 43 (Unit 155) from time to time are entitled to construct and maintain a covered alfresco dining/entertaining area ("the Works") on that part of the designated Common Property Exclusive Use Area as shown in the plans annexed to the Minute Book forming part of the Minutes of Annual General Meeting held on 30 July, 2010 provided that the owners of Lots 3 and 43 from time to time:

- 1) Maintain, repair and if necessary, repaint the Works on their respective Lots and indemnify us in respect of any claim, demands or suits made against us in respect of the Works; and
- 2) Maintain, repair and if necessary, repaint the Works on their respective Lots and indemnify us in respect of any claims, demands or suits made against us in respect of the Works; and
- 3) Shall not alter the appearance, materials or colour scheme of the Works without first obtaining our consent.

27. EXCLUSIVE USE – SPAS

The owners and occupiers from time to time (Owner) of Lot 63 are entitled to use the designated Exclusive Use Area K36 as shown in the Plans annexed to the Minute Book forming part of the Minutes of Annual General Meeting held on 20 December 2010, for the installation, operation and use of a Spa (with maximum dimensions of 2100 millimetres x 210 millimetres, 750 millimetres and a volume of 120 litres) provided that:

- (1) The Owners must comply with all laws (including Council regulations) in relation to the installation, operating and use of the Spa;
- (2) The Owners is responsible for the proper maintenance of and keeping the Spa in good and serviceable repair; and
- (3) The installation, operation and use of the Spa is at the Owners risk and the Owner releases us from and agrees that we are not liable for any loss arising from the installation, operation and/or use of the Spa;
- (4) The Owner must comply with all laws relating to the installation, operation and use of the Spa;
- (5) We acknowledge that nothing in this resolution restricts or limits the exclusive use granted to the Owner of Lot 63 from time to time as recorded in By-Law 25

28. EXCLUSIVE USE – LOT 68

The owner from time to time of Lot 68 will have the exclusive use of and be solely responsible for the construction, repair maintenance and upkeep of the following alterations to that Lot:

- 1) Alter window to eastern corner – remove by-fold doors and replace with auto sliding door plus fixed glazing
- 2) Southern Wall – install two fixed glazed windows, construct one exit door and close up old, fixed door and replace with fixed glazing



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- 3) Western Wall – remove existing window and replace with new
- 4) Northeast and Southern Roof Profile alter profile to accommodate deck installation and install post to support deck at the Northern corner in accordance with the plans by Jedd Howlett Drafting dated May 2015 attached and marked “B”
- 5) South Roof Elevation – install three (3) skylights
- 6) Roof – Refurbish as necessary – generally in accordance with plan by Jeff Howlett Drafting dated 17th May 2015 attached and marked “B”
- 7) Install a timber screen 3.5 m x 1.5 m to the western wall as indicated on the plan by Jeff Howlett Drafting dated 17th May 2015 attached and marked “B”
- 8) Install a glass screen 7 m x 2 m x 2 m to the Southern wall as indicated on the plan by Jeff Howlett Drafting dated 17th May 2015 attached and marked “F”

29 COMMON PROPERTY RIGHTS BY-LAWS (SPECIAL BY-LAW)

- 1) The owner from time to time of the Lots set out in this By-Law shall be entitled to the right of exclusive use and enjoyment of the designated Common Property Rights (courtyard extensions) as shown on the Plans annexed and marked “C1 – C2” and set out opposite the stated Lot namely:

<u>Lot Number</u>	<u>Designated Common Property Rights Areas</u>
22	K42
04	K53
05	K44

- 2) Subject to By-Law 29.3, we shall be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property rights areas; and
- 3) We, or any person carrying out our obligations pursuant to an agreement with us or otherwise authorised by us shall be otherwise entitled to enter and remain upon the common property rights areas for the purposes of enabling us to carry out our obligations set out in By-Law 29.2;
- 4) The owner/s of a Lot benefited by By-Law 29 may elect at any time to construct a fence around the common property rights area relevant to that Lot (courtyard extension/s) and if the owner/s make that election by notice in writing to us, the following conditions apply;
 1. The fence must be constructed, maintained, repaired and repainted by and at the cost of the owner
 2. The construction of the fence will be managed by us or by the Manager if we so instruct. The fence must be constructed to a height of 1.8 m and must be constructed of materials and have a colour scheme as determined by us

SPECIAL BY-LAW

30. PERFORMING BUILDING WORKS

1) Introduction



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The purposes of this Bu-Law are to put you on notice as to how building works should be performed. In conformity with the ACT, the By-Law distinguishes between works such as cosmetic works, minor renovations and non-minor renovations.

2) Interpretation

In this By-Law, unless the context or subject matter otherwise indicates or requires:

- a) Headings have been inserted for guidance only and do not affect the interpretation of this By-Law
- b) References to any legislation include any legislation amending, consolidation or replacing the same and all By-Laws, ordinances, proclamations, regulations, rules and other authorities made under them
- c) Words importing the singular number include the plural and vice versa
- d) Where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning
- e) Any expression used in this By-Law and which is defined in the Act unless a contrary intention is expressed in this By-Law, and
- f) If there is any inconsistency between this By-Law and any other by-Law applicable to the strata scheme, then the provisions of this By-Law will prevail to the extent of that inconsistency.
- g) For the purpose of this By-Law 'you' means an owner of a Lot and includes your successors in title.

3) DEFINITIONS OF TERMS

COSMETIC WORKS

- 1) **Cosmetic Works** include but are not limited to works for the following purposes:
 - 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 on Internal walls
 - e) Laying carpet
 - f) Installing or replacing built-in wardrobes or cabinets
 - g) Installing or replacing internal blinds and curtains
 - h) Wallpapering

MINOR RENOVATIONS

- 2) **Minor Renovations** means any work in connection with your Lot which involves a common area in the building including:
 - a) Renovating a kitchen
 - b) Renovating a bathroom that does not involve water membrane works



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- c) Renovating any other room in your lot in a manner that does not involve structural changes
- d) Changing recessed light fittings
- e) Installing or replacing wood or other hard floors
- f) Installing or replacing wiring or cabling or power or access points
- g) Installing or replacing pipes and ducts
- h) Works involving reconfiguring walls in a manner that does not involve structural changes
- i) Installing double or triple glazed windows
- j) Installing a heat pump or hot water service
- k) Installing/replacing ceiling or ceiling installation
- l) Installing an aerial or antenna
- m) Installing a satellite dish with a diameter no greater than 1.5 metres,
- n) Installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your Lot
- o) Altering or adding to your Lot's plumbing or connecting you Lot to the exhaust system of the building
- p) Installing insulation in the ceiling void directly above a Lot,
- q) Installing an awning or awning to serve the Lot

But does not include non-minor renovations

NON-MINOR RENOVATIONS

3) Non-minor Renovations mean

- a) Work involving structural changes
- b) Work that changes the external appearance of a Lot

30.4 CONDITIONS FOR COSMETIC WORKS

- 1) When undertaking any cosmetic works, you must ensure that:
 - a) Any damage caused to any part of the common property by the carrying out of cosmetic work by or on your behalf is repaired, and
 - b) The cosmetic work and any repairs are carried out in a competent and proper manner
- 2) Subject to the above, the Owner of a Lot in a strata scheme may carry out cosmetic work to common property in connection with the Owners Lot without our approval

30.5 MINOR RENOVATIONS – APPROVAL PROCESS

- 1) You may carry out minor renovations or permit another person to carry out minor renovations on your behalf with our approval
- 2) If you wish to carry out minor renovations you must provide a written application which must be sent to the strata managing agent or, if there is no strata managing agent, to the secretary of the Strata Committee.



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You application must contain:

- a) Your name, address and telephone number
 - b) Your Lot number
 - c) Details of the minor renovations
 - d) Drawings, plans and specifications for the minor renovations as required
 - e) An estimate of the duration and times of the minor renovations
 - f) Details of the persons carrying out the minor renovations including the name, license number, qualifications and telephone number of those persons,
 - g) Details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- 3) We may
- a) Request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
 - b) Engage a consultant to assist its review your application; and
 - c) Approve your application either with or without conditions, or
 - d) Withhold approval of your application (but it must not act unreasonably when doing so.)
- 4) You must comply with any conditions which we may impose as part of our approval and the conditions contained in this By-Law

30.6 CONDITIONS FOR MINOR RENOVATIONS

Before commencing the minor renovations, you must:

1) Prior Notice

Give us at least 14 days written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the renovations,

2) Contractor's License and Insurance Details

Give us a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- i. License
- ii. All risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. Workers compensation insurance policy (if required by law), and
- iv. Home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

3) Engineers Report

If we so require, you must give us a report from a structural engineer certifying that the minor renovations do not involve structural changes,

- 4) If you have not complied with any of the conditions set out above, you must not begin the minor renovations and if you have already begun the minor renovations, you must immediately stop them.



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30.7 DURING THE MINOR RENOVATIONS YOU MUST:

1) Standard of Workmanship

Ensure the minor renovations are carried out in a competent and proper manner by the appropriately qualified and licensed contractors

2) Quality of Minor Renovations

Make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

3) Noise During Minor Renovations

Ensure the minor renovations and your contractors do not create any excessive noise in your Lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another Lot or of any person lawfully using a common area

4) Debris

Ensure that any debris and rubbish associated with or generated by the minor renovations is removed from your Lot strictly in accordance with the reasonable directions of the Owners Corporation

5) Access

Give our nominee (which may be a consultant) access to your Lot to inspect (and, if applicable, supervise) the minor renovations on the giving of reasonable notice

6) Vehicles

Ensure that not contractors vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary

7) Variations to Minor Renovations

Not vary the minor renovations without obtains our written approval

8) Cost of Minor Renovations

Pay all costs associated with the minor renovations have been completed, you must restore all common areas damaged by the Minor Renovations as nearly as possible to the state which they were in immediately prior to commencement of the works

30.8 FOLLOWING COMPLETION OF THE MINOR RENOVATIONS

After the Minor Renovations have been completed, you must restore all common areas damaged by the Minor Renovations as nearly as possible to the state which they were in immediately prior to commencement of the works

30.9 ENDURING OBLIGATIONS – MINOR RENOVATIONS

You must:

- 1) Maintenance of Minor Renovations



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Properly maintain the Minor Renovations and keep them in reasonable state of good and serviceable repair

2) Indemnity

Indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of the Minor Renovations or the altered state or use of any of the common areas arising from the Minor Renovations or your breach of this By-Law,

30.10 STRATA COMMITTEE MAY GRANT APPROVALS AND IMPOSE CONDITIONS (BY DELEGATED AUTHORITY)

The Strata Committee may approve Minor Renovations and impose any of the above or additional conditions for the carrying out of Minor Renovations under this By-Law. To avoid doubt, the Owners Corporation delegates its functions under section 110 of the Act to the Strata Committee, as permitted under section 110(6)(b) of the Act.

30.11 Specification of Additional Minor Work

For the avoidance of doubt, this By-Law specifies additional work that is classified as Minor Renovations for the purposes of section 110 (6) (a) of the Act.

30.12 Owners Corporation – obligation to maintain renew replace or repair Minor Renovations

For the avoidance of doubt, the Owners Corporation determines that:

- a) It is inappropriate for the Owners Corporation to maintain, renew, replace or repair any Minor Renovations done by you pursuant to an approval granted under this By-Law; and
- b) In the light of the obligations imposed on you in the By-Law to maintain, renew, replace or repair any such Minor Renovations, its decision will not affect the safety of any Building, structure or common area in the strata scheme or detract from the appearance of a property in the strata scheme.

30.13 NON-MINOR RENOVATIONS – AIR CONDITIONERS AND BATHROOM WORKS INVOLVING WATER MEMBRANE WORKS

- 1) The following By-Law (30.14 to 30.21 called 'this By-Law') authorises Works to be carried out by you on Common Property.
- 2) This By-Law also grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy benefit of the Works on certain terms and conditions

30.14 DEFINITIONS AND INTERPRETATION IN THIS BY-LAW

Lot means all Lots within the Strata Scheme, and where relevant, means the Lot which is serviced by particular Works or to which certain Works are contiguous.



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Owner means all owners of a Lot for the time being and their successors in title and, where relevant, Owner means the owner of the Lot which particular air conditioner services.

Work means:

- a) The installation, maintenance, repair and replacement of an air conditioning system including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the Lot.
- b) Bathroom renovations, including removal of tiles, removal of fixtures, waterproofing, new lights in the ceiling, new floor and wall tiles, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, new floor drains, affixing to walls and all associated electrical and plumbing works,

AND where relevant, **Works** means the Works which service or will service a particular Owner's Lot.

30.15 AUTHORISATION AND RIGHTS OF EXCLUSIVE USE

1) Authorisation

Each Owner is Specifically authorised to n has a special privilege to conduct Works

- 2) If any Owner carried out Works before this By-Law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to terms of this By-Law.

3) The grant of Exclusive Use

Each Owner will have a right of exclusive use and enjoyment of so much of the Works (past or future) as comprise part of Common Property on the terms and conditions set out in this By-Law.

4) Rights of the Owners Corporation

The right of exclusive use and enjoyment granted to each Owner is subject to us being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling an obligation which we may have under strata legislation or any other law.

5) Responsibility for Maintenance and Upkeep

Each Owner is responsible at all times for the proper maintenance of and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

- 6) We, the Owners Corporation specially resolves and has specially resolved pursuant to Section 106(3) of the Act that:
 - a) It is inappropriate to maintain, renew, replace or repair any air conditioner servicing one Lot; and
 - b) This decision will not affect the safety of any Building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

30.16 TERMS AND CONDITIONS

Before commencement of Works



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- 1) Before commencing the works each Owner must
 - a) Give us at least 30 days' notice of the commencement of the Works; and
 - b) If requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide us with a copy of a certificate of insurance evidencing contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim
- 2) If an Owner does not comply with the conditions set out in clause (1) above that Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately

30.17 During the Conduct of the Works

During the Works you must:

- 1) **Standard of Workmanship and Functionality**
Ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons (including qualified plumbers to do all plumbing work and qualified electricians to do all electrical work) and must, if renovating a bathroom, waterproof all bathroom floors in accordance with the relevant Australian Standard,
- 2) **Quality of Works**
Make certain the Works are in accordance with any specification for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- 3) **Debris**
Ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,
- 4) **Storage of Building Materials on Common Property**
Make sure that no building materials are stored on Common Property without prior written approval
- 5) **Access**
Give the owners Corporation's nominee (which may be its consultant) access to your Lot to inspect (and, if applicable, supervise) the minor renovations on reasonable notice
- 6) **Vehicles**
Ensure that no contractors vehicles obstruct the common areas including driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary
- 7) **Comply with All Laws**
Comply with all statues, By-Laws, regulations, riles and other laws for the time being in force and which are applicable to the Works

30.18 After the works are Completed



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After the Works are complete, you must restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works

30.19 ENDURING OBLIGATIONS

- 1) Each Owner must:
 - a) Make good any damage to another Lot or Common Property caused by the Works no matter when such damage may become evident
 - b) Notify us if and when damage caused to another Lot or the Common Property caused by the Works do not create any excessive noise or otherwise interfere with the peaceful Works has been repaired and
 - c) Comply with all statutes, By-Laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and
 - d) Ensure that:
 - I. The Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another Lot or of any person lawfully using their Lot or the Common Property;
 - II. Any holes or penetrations made to enable any part of the air-conditioners to enter the Lot are at all times adequately sealed and waterproofed; and
 - III. The air-conditioning system has a satisfactory run off pipe and otherwise appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.
- 2) You must not use air conditioner if in our reasonable opinion its use generates unacceptable noise, vibration or heat that interferes unreasonably with the use and enjoyment of another Lot by the owner or occupier of it. If required by us you will perform remedial works to mitigate noise or vibration or must remove unit.

30.20 Indemnity

Each Owner indemnifies us and keeps us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of the Works or the altered state or use of the Common Property brought about as a result of those Works.

30.21 Breach of this By-Law

- 1) If an Owner breaches any condition of this By-Law and fails to rectify that breach within 30 days of service of a written notice from us requiring rectification of that breach, then we may:
 - a) Rectify any such breach
 - b) Enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - c) Recover as a debt due and owing from that Owner the costs of the rectification together with the expenses incurred by us in recovering those costs including legal costs on an indemnity basis.



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- 2) Noting in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this By-Law.

31. Exclusive Use By-Law – Common Property Rights – Lots 52 & 55

By Special Resolution pursuant to Sections 141 & 142 of the Strata Schemes Management Act 2015

31.1 The Owner from time to time of the lots 52 & 55 shall be entitled to the right of exclusive use and enjoyment of the designated Common Property Rights (courtyard extensions) as shown on the Plans annexed and marked D1" & D2" and set out opposite the stated Lot namely:

31.1.1 Lot 52 – Designated Common Property Rights Area K45 (D1)

31.1.2 Lot 55 – Designated Common Property Rights Area K46 (D2)

31.2 Subject to Clause 31.3 the Owner of the respective lots shall be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property rights area;

31.3 The Owner of the respective lots or any person authorized by them shall be entitled to enter and remain upon the common property rights area for the purpose of fulfilling their obligations in accordance with clause 31.2;

31.4 The Owner of the respective lots may elect at any time to construct a fence around the common property rights area relevant to their lot (courtyard extensions) subject to the following:

- 1) The Owner will notify the Owners Corporation in writing of their intention to erect the fencing;
- 2) The Owner will ensure the fence is constructed in a tradesman like manner and shall be responsible for the continuing maintenance including repair and repainting at their cost;
- 3) The Owner will ensure the fence is constructed to a height of 1.8 meters and shall be constructed of materials and colour scheme as approved by the Owners Corporation; and
- 4) The Owner shall be responsible for the management of the fence construction but may authorize the Manager of the complex to act on their behalf.

32. NO SMOKING IN POOL AREAS

An owner or occupier, and any invitee of the owner or occupier must not smoke tobacco or any other substance in the pool areas.



BY-LAWS

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