

CONSOLIDATED BY-LAWS FOR STRATA PLAN NO 88541

ABOUT THE BY-LAWS

Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and for everyone who owns or occupies an Apartment.

Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

INTERPRETATION

Definitions

In the interpretation of these by-laws, unless inconsistent with the subject or context each of the following expressions shall have the meaning there assigned to it:

Act means the Strata Schemes Management Act 1995 (NSW).

Airconditioning units include, without limitation:

- (a) Internal air handling units and equipment;
- (b) cables, conduits, pipes, wires and ducts which are located in an Apartment or Common Property that exclusively service the air-conditioning Unit in an Apartment; and
- (c) external air-conditioning condenser units.

Apartment means a lot in the Building.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Building means the building which is the subject of the Strata Scheme.

Common Property means Common Property in the Building and personal property of the Owners Corporation.

Council means Lane Cove Council.

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use by-law means by-laws granting Owners exclusive use and special privileges of Common Property according to decision 4, chapter 2 in part 5 of the Act.

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or re-subdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use by-law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners Corporation - Strata Plan No. SP88541.

Strata Plan means SP88541.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

1 Noise

An Owner or Occupier of an Apartment must not create any noise in the Apartment or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Apartment or of any person lawfully using Common Property.

2 Vehicles

An Owner or Occupier of an Apartment must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

3 Obstruction of Common Property

An Owner or Occupier of an Apartment must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on Common Property

An Owner or Occupier of an Apartment must not, except with the prior written approval of the Owners Corporation:

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

5 Damage to Common Property

- (1) An Owner or Occupier of an Apartment must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the Common Property.

- (3) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Apartment against intruders or to improve safety within the Owner's Apartment, or
 - (b) any screen or other device to prevent entry of animals or insects on the Apartment, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Apartment.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the Owner of an Apartment must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the Common Property and that services the Apartment, and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the Common Property and that services the Apartment.
- (6) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by Owner or Occupier or any invitees of the Owner or Occupier.
- (7) An Owner or Occupier must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of these by-laws by Owner or Occupier or any one under your control.

6 Behaviour of Owners and Occupiers

An Owner or Occupier of an Apartment 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 Apartment or to any person lawfully using Common Property.

7 Children playing on Common Property in building

An Owner or Occupier of an Apartment must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An Owner or Occupier of an Apartment must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Apartment or any person lawfully using Common Property.

9 Depositing rubbish and other material on Common Property

An Owner or Occupier of an Apartment must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

10 Drying of laundry items

An Owner or Occupier of an Apartment must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11 Balconies

- (1) An Owner or Occupier may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of their Apartment if:
 - (a) it is a type approved by the Owners Corporation;
 - (b) it is a standard commensurate with the standards of the Building;
 - (c) it will not (or is not likely to) cause damage; and
 - (d) it is not (or is not likely to become) dangerous.
- (2) To enable the Owners Corporation to inspect, repair or replace Common Property, an Owner or Occupier must allow the Owners Corporation access to Owner or Occupier's Balcony at all reasonable times, with or without tools and equipment.
- (3) To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require an Owner or Occupier, at the cost of the Owner or Occupier, to temporarily remove and store items from the Balcony of the Owner or Occupier's Apartment that are not Common Property.
- (4) An Owner or Occupier must not enclose their Balcony without the prior written consent of the Owners Corporation.

12 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause 12(2), an Owner or Occupier of an Apartment is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Apartment, including so much as is Common Property.

- (2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Apartment safely or at all.

13 Storage of inflammable liquids and other substances and materials

- (1) An Owner or Occupier of an Apartment must not, except with the prior written approval of the Owners Corporation, use or store on the Apartment 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.

14 Changes to floor coverings and surfaces

- (1) An Owner or Occupier of an Apartment must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Apartment if the change is likely to result in an increase in noise transmitted from that Apartment to any other Apartment. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

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

An Owner or Occupier of an Apartment must not transport any furniture or large object through or on the Common Property within the Building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16 Floor coverings

- (1) An Owner of an Apartment must ensure that all floor space within the Apartment 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 Apartment.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Garbage disposal

- (1) An Owner or Occupier of an Apartment:
 - (a) must maintain such receptacles within the Apartment. or on such part of the Common Property as may be authorised by the Owners Corporation, in clean

- and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Apartment or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the Owner or Occupier of any other Apartment except with the permission of that Owner or Occupier, and
 - (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) If there are shared receptacles for garbage, recyclable material or waste, an Owner or Occupier:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An Owner or Occupier of an Apartment must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage or waste.
- (4) The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

18 Keeping of animals

DEFINITIONS

1. In this by-law, the following definitions and meanings shall apply:
 - (i) Words importing the singular include the plural and vice versa;
 - (ii) Words importing a gender include any gender;
 - (iii) Words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act, as amended from time to time.
 - (iv) "Owner" means the owner or owners from time to time of a Lot in Strata Plan No. 88541, unless otherwise specified in the by-law.
 - (v) "Occupier" means the occupier or occupiers from time to time of a Lot in Strata Plan No. 88541, unless otherwise specified in the by-law.
 - (vi) "Small animal" means a caged bird, a cat, a small dog, or fish in a secure aquarium measuring no greater than 30 centimetres in length by 20 centimetres in width by 15 centimetres in depth.
 - (vii) "Small dog" means a dog that, when fully grown, does not or will not weigh more than 10 kilograms or be greater in height than 40 centimetres.
 - (viii) For the purpose of this by-law, the height of a dog is to be measured while the dog is standing on a level surface on all of its legs, with the height to be calculated from the surface on which the dog is standing to the top of the dog's withers.
2. Except as permitted by section 49 (4) of the Strata Schemes Management Act 1996 and clause 3 of this by-law, an owner or occupier of a Lot must not, without the approval in writing of the Owners Corporation, keep any animal in a Lot or on the common property or permit any animal to be brought into a Lot or onto the common property.
3. The owners of Lot 85, Ian Roderick Macintosh and Denise Anne Macintosh, shall be permitted to keep in their Lot, in lieu of a small animal, a large Rhodesian Ridgeback dog, with registration number 982009106161835, but only until the earlier of the date on which that pet dies, or the date on which both of the Lot owners cease to reside in Lot 85.
4. Subject to clauses 2 and 3, an owner or occupier of a Lot is permitted to keep no more than two small animals within his or her Lot, after obtaining written approval from the Executive Committee in accordance with clause 5, which shall be granted provided the animal is a small animal and there is compliance with this by-law by the owner or occupier of the Lot.
5. The owner or occupier of a Lot shall:
 - (a) obtain the prior written consent of the Executive Committee to keep a small animal, by completing and submitting to the Executive Committee an application in a form specified by the Executive Committee from time to time;

- (b) not allow a small animal kept in his or her Lot to disturb the peaceful enjoyment of owners or occupants in the use and enjoyment of their Lots and common property; and
 - (c) take such action as may be necessary to clean all areas of the Lot or the common property that are soiled by the small animal.
6. In the event that a small animal within a Lot repeatedly disturbs the peaceful enjoyment of owners or occupants of Lots in the use and enjoyment of their Lots and common property, the Executive Committee shall be authorised to resolve to direct the owner or occupier to remove the small animal from the Lot and common property and not permit it to be kept there or brought into the Lot or onto common property, and the Lot owner or occupier shall immediately comply with that direction.

19 Appearance of Apartment

- (1) The Owner or Occupier of an Apartment must not, without the prior written approval of the Owners Corporation, maintain within the Apartment anything visible from outside the Apartment that, viewed from outside the Apartment, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

20. Notice-board

The Owner Corporation must cause a notice-board to be affixed to some part of the Common Property.

21 Change in use of Apartment to be notified

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

22 Provision of amenities or services

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Apartments, or to the Owners or Occupiers of one or more of the Apartments:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).

- (2) If the Owners Corporation makes a resolution referred to in clause (1) to provide an amenity or service to an Apartment or to the Owner or Occupier of an Apartment, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier of an Apartment for the provision of amenities or services by it to the Apartment or to the Owner or Occupier.

23 Compliance with planning and other requirements

- (1) The Owner or Occupier of an Apartment must ensure that the Apartment is not used for any purpose that is prohibited by law.
- (2) The Owner or Occupier of an Apartment must ensure that the Apartment is not occupied by more persons than are allowed by law to occupy the Apartment.

24 Exclusive use of Air-conditioning condenser units

- (1) This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment.
- (2) There is a separate Air-conditioning condenser unit for each Apartment which is Common Property.
- (3) Each Owner of an Apartment has exclusive use of the Air-conditioning condenser unit that exclusively services their Apartment.
- (4) An Owner or Occupier must, at their cost operate, maintain, repair and, where necessary, replace the Air-conditioning condenser unit which exclusively services their Apartment:
 - (i) in a proper and safe manner at all times; and
 - (ii) using contractors approved by the Owners Corporation to maintain, repair and replace the Air-conditioning unit which exclusively services their Apartment.
- (5) If the condenser unit is on part of the Common Property that is not generally accessible, an Owner or Occupier must request the Owners Corporation to arrange the maintenance or repair of the condenser unit.
- (5) If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of the Air-conditioning condenser unit, the Owner must pay those costs. The Owners Corporation may:
 - (a) include those costs in the administrative fund or sinking fund contributions of the Owner; and
 - (b) require the Owner to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

25 Security

- (1) The Owners Corporation may, at its discretion:
 - (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to an Apartment on either temporary or permanent basis,
 - (b) exclude access to any part of the Common Property as a means of monitoring the security of the Building,
 - (c) restrict by means of Security Key access to one level of the Building to any other level, and
 - (d) do all things deemed necessary by the Owners Corporation to secure the Building or any part of the Building.
- (2) The Owners Corporation is responsible for Security Keys including controlling access to keys, keeping a register of who has possession of the keys and replacing them.
- (3) The Committee may charge a fee to issue and replace Security Keys.
- (4) An Owner or Occupier must:
 - (a) not do anything which may compromise the security of the Building,
 - (b) immediately report any lost, destroyed or stolen Security Key, and
 - (c) not duplicate a Security Key.

26. Alterations or work

- (1) An Owner or Occupier must not, without the prior written consent of the Owners Corporation carry out any structural works or renovations to their Apartment including the removal or erection of any walls, installation of any permanent structures and the enclosure of any car spaces and Balconies (**Works**).
- (2) An Owner or Occupier must, in their application to the Owners Corporation for consent, provide copies of all plans, consents (if required) from the relevant authorities and the certificate of currency for any relevant insurances for the Works.
- (3) When carrying out any Works, an, Owner or Occupier must:
 - (a) comply with the reasonable directions and requirements of the Owners Corporation,
 - (b) carry out the works in a proper and workmanlike manner,
 - (c) comply with the requirements of any relevant authorities including the terms of any development consent,
 - (d) not damage the Common Property, or if damage is caused, immediately make good that damage,

- (e) not damage any other Apartment, or if damage is caused, immediately make good that damage, and
 - (f) ensure that all rubbish and debris is removed after the works have been completed.
- (4) Each Owner and Occupier indemnifies the Owners Corporation with respect to an damages or loss caused or contributed by such Works including damage to the Common Property.

27. Window furnishings

Each Owner or Occupier of an Apartment must not install or maintain any window furnishings, which includes blinds or curtains, which are visible from outside the Apartment unless such furnishings are white and non-decorative.

28. Rules

- (1) The Owners Corporation may make rule (Rules) relating to matters associated with the use, management, security and control of the Building.
- (2) The Owners Corporation may amend or replace any Rule.
- (3) Each Owner or Occupier must comply with the Rules.
- (4) The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

29 Exclusive Use – Lot 69

- (1) This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owner of each lot.
- (2) This by-law applies to any Lot which has exclusive use of the area identified as hatched in the plan attached to Annexure A (Lot 69 Exclusive Area). The Lot 69 Exclusive Area is Common Property and must be maintained and repaired by the Owner and Occupier of Lot 69 (Lot 69) on the Strata Plan (Lot 69 Owner).
- (3) The Lot 69 Owner has exclusive use of the Lot 69 Exclusive Area as a storage area.
- (4) The Lot 69 Owner must, at that owner's cost, maintain in good condition, repair and keep in a tidy and clean condition the Lot 69 Exclusive Use Area.
- (5) If the Owners Corporation incurs costs in connection with ensuring that the Lot 69 Owner complies with that owner's obligations under clause (4), the Owners Corporation may:
 - (a) include those costs in the Lot 69 Owner's administrative fund or sinking fund contributions; and

- (b) require the Lot 69 Owner to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

30 No Smoking within Lots or on common property

DEFINITIONS

In this by-law:

- (i) Words importing the singular include the plural and vice versa.
 - (ii) Words importing a gender include any gender.
 - (iii) "Smoke" means light, smoke, hold or otherwise have control over ignited tobacco or any other substance that is intended to be smoked and is ignited.
1. An owner or occupier of a Lot shall not smoke on common property or on a balcony or in a courtyard of a Lot within Strata Plan No. 88541 and shall not permit any occupier, visitor, invitee or entrant onto his/her Lot to smoke on common property or on a balcony or in a courtyard of a Lot within Strata Plan No. 88541.
 2. An owner or occupier of a Lot shall, upon observing or becoming aware that an occupier, visitor, invitee or entrant onto his/her Lot is or has been smoking on a balcony or in the courtyard of the Lot or on common property within Strata Plan No. 88541, immediately require the person to cease and desist from smoking or to leave the balcony or courtyard of the Lot and the common property within Strata Plan No. 88541 to smoke.
 3. An owner of a Lot shall provide all prospective and existing tenants and licensees of his/her Lot with a copy of this by-law and shall include as a condition of the lease or licence, a requirement that the tenant or licensee comply with this by-law.
 4. An owner of a Lot shall have breached this by-law if any occupier or invitee onto the Lot smokes on a balcony or in a courtyard of the Lot, or on common property, or smokes within the Lot in a manner that breaches clause 5 below.
 5. An owner or occupier of a Lot shall not permit smoke from any lighted tobacco or other substance, or fumes from smoking, to enter upon any part of the common property or another Lot so as to disturb the peaceful enjoyment by another owner or occupier of his or her Lot or the common property.

31 Works within a Lot

Works within a Lot

1. Definitions and interpretation:

In this by-law: -

- (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 1996* (NSW) as amended from time to time;
- (d) "Common Property" means the common property within Strata Plan No. 88541;

- (e) "Works" means any work which:
- (i) interferes with the support or shelter provided by a lot for another lot or the Common Property;
 - (ii) alters any electrical, plumbing, drainage, gas or other service in or to a lot;
 - (iii) affects the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - (iv) affects the structure of a lot, including but not limited to the removal of or installation of any walls or columns within a lot; or
 - (v) involves the removal of carpet from any part of the internal part of a Lot other than a kitchen, laundry, bathroom or toilet, or the installation of any floor finish or covering other than carpet in any part of the internal part of a Lot other than a kitchen, laundry, bathroom or toilet.
2. The owner of a lot must obtain approval in writing from the Owners Corporation prior to undertaking or commencing any Works.
3. In the event that an owner intends to carry out any Works which require a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, that owner or occupier shall not carry out such Works until such by-law or special resolution has been approved by the Owners Corporation in accordance with the requirements of the Act.
4. Any application by an owner or occupier of a lot for approval to carry out Works or any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, must be in writing and be accompanied by plans and specifications for the proposed Works, details of the dates and times during which work is proposed to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building, and must otherwise comply with the provisions of by-law 26.
5. If the proposed Works include 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, in addition to the information set out at clause 4 above, with 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.
6. If the proposed Works involve the installation or replacement of a waterproofing membrane or flashing, the owner or occupier must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty is to be provided by the manufacturer and installer in favour of the Owners Corporation.
7. If the proposed Works involve the removal of carpet or the installation of any floor finish or covering other than carpet, the Owner shall:
- (a) immediately cover the floor with carpet and underlay where carpet has been removed;

- (b) obtain approval of a by-law under Section 52 of the Act prior to installing any finish or covering other than carpet if carpet is removed from the floor;
- (c) install a covering or finish that is 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;
- (d) if the floor cover or finish to be laid or installed is not carpet, the Lot owner shall provide to the Owners Corporation prior to laying or installing that floor cover or finish, particulars of the type of acoustic rating of that product, which must achieve sound transmission readings that do not exceed $L'nT,w$ of 50dB when measured in accordance with International Standard ISO 140-7 and rated in accordance with ISO 717.2 or such international standard that supersedes that standard, where $L'nT,w$ is the weighted standardised impact sound pressure level; and
- (e) if an acoustic engineer engaged by the Owners Corporation at any time, cannot certify that the Owner's floor coverings comply with clause 7(d) above, the Owner shall lay such acoustic underlay or floor covering as is necessary to achieve compliance with clause 7(d) above.

Before the Works

8. Before starting the Works, the owner must:

Provide the Owners Corporation with: -

- (a) A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- (b) A copy of any requisite construction certificate for the Works under Part 4A of the Environmental Planning and Assessment Act 1979;
- (c) 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;
- (d) Evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$10,000,000 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);
- (e) A bond of \$2,000 or such other amount as the Executive Committee may determine from time to time, which may be used by the Owners Corporation in accordance with clauses 22, 23 and 24 of this by-law; and
- (f) if the Works involve the removal of carpet or the installation of any floor finish or covering other than carpet, particulars of the type of acoustic underlay to be installed and documentary evidence of the acoustic rating of that product in accordance with clause 7 above, and a report from a suitably qualified acoustic engineer certifying that the proposed floor covering or finish and underlay will comply with order 7 above, and specifying the method of installation, the acoustic ratings likely to be achieved and that the floor finish or covering, if laid or installed in accordance with the report, is

unlikely to cause disturbance by floor noise transmission, to the owner or occupier of any other Lot.

- (g) If the Works will 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 adjacent lots, at his own cost, prior to the commencement of the Works.
9. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the owner pursuant to clause 5 of this by-law and to inspect the Works and provide directions about the manner in which the Works are to be performed. The owner shall pay that independent engineer's fees on demand and shall comply with that engineer's directions.
 10. The owner shall give the Owners Corporation 14 days notice in writing prior to the date of commencement of the Works, and a copy of that notice shall be placed on the noticeboard by the owner, and such notice shall include the commencement date of the Works, the expected duration of the Works, the lot number in which the Works are to be carried out, the expected date on which any jackhammer or percussion instrument tool is to be used, and the name and telephone number of a contact person to receive queries or complaints about the Works.
 11. The owner shall take all reasonable steps during the course of the Works to cover common property floors, carpets, walls and doors so as to protect them from damage and soiling.

The Works

12. In undertaking the Works, the owner must by himself, his agents, servants and contractors:
 - (a) use best-quality and appropriate materials, and carry out the works using licensed tradespersons in a proper and skilful manner;
 - (b) comply with all conditions and requirements of the local Council (if any);
 - (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
 - (d) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 9 of this by-law;
 - (e) not allow obstruction of the common property by building materials, tools, machines, motor vehicles or debris;
 - (f) carry out the Works between 7:30 am and 5:00 pm from Monday to Friday, and between 8:00 am and 2:00 pm on Saturday, excluding public holidays;
 - (g) comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under section 52 of the Act, or a special resolution under Section 65A of the Act;
 - (h) remove all tools, building materials and debris from the common property at the end of each day during the course of the Works;

- (i) clean all dirt, dust and debris from common property at the conclusion of the Works;
- (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (k) permit the Owners Corporation's independent engineer access to the lot during the course of the Works for the purposes described in clause 9 of this by-law.

After the Works

13. After completion of the Works, the owner must:
- (a) provide the Owners Corporation with a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979;
 - (b) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works;
 - (c) copies of all membrane and flashing guarantees and warranties;
 - (d) a copy of as-built drawings, if changes to the plans and specifications approved by Council and the Owners Corporation have been made.

Maintenance

14. The owner must maintain the additions installed in the course of the Works (including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.
15. The owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

16. 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

17. The owner must indemnify the Owners Corporation against any liability or expense arising out of the Works or the installation, use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the Works.

Insurance

18. The owner must apply the proceeds of a claim in respect of insurance referred to in clause 7(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.

Owners Corporation may do Work and Recover Costs

19. If the owner fails to carry out any of his obligations under this by-law after being requested in writing to do so by the Owners Corporation, the Owners Corporation is entitled to carry out the work and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the lot.
20. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2010 or any regulation which supersedes that Regulation.
21. An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.
22. 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 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.
23. The Owners Corporation must refund the bond to the owner within 42 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.
24. If any notice is received by the Owners Corporation within 42 days of receiving written notice from the owner that the Works have been completed, that any damage has been or may have been caused by the Works, the Owners Corporation shall not refund any part of the bond to the owner until such damage has been investigated and repaired, and thereafter, shall refund any balance of the bond to the owner after deducting the cost of remedying the damage caused by the Works.

32 Transportation of Goods

Transportation of goods

1. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the *Strata Schemes Management Act 1996*: -
 - (a) the authority to determine from time to time the conditions on which owners and occupiers of lots and their employees, servants, agents and contractors are permitted to move Goods into, upon, or through the common property of Strata Plan No. 88541;
 - (b) the power to charge a Bond; and
 - (c) the power to regulate the use of the Lifts.
2. Definitions and interpretation:

In this by-law: -

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

- (iii) In the event of any contradiction or inconsistency between this by-law and any other by-law applicable to the strata scheme, this by-law shall prevail to the extent of that contradiction or inconsistency.
 - (iv) "Bond" means a refundable bond in the sum of \$1,000, or such other sum as the Executive Committee or Owners Corporation shall determine from time to time, which shall be payable in accordance with clause 8 of this by-law;
 - (v) "Business hours" are 8:00am to 5:30 pm on Monday to Friday, and 8:00 am to 3:00 pm on Saturday, other than a public holiday;
 - (vi) "Common Property" means the common property within Strata Plan No. 88541;
 - (vii) "Goods" means any furniture or large object including any crate or trolley containing or carrying furniture, equipment or supplies;
 - (viii) "Owners Corporation" means The Owners - Strata Plan No. 88541.
3. An owner or occupier of a lot shall not carry or move Goods into, upon, or through the Common Property, whether for the purpose of moving into or out of his Lot or otherwise, and shall not permit any courier, removalist or other person to do so, without prior written approval from the Owners Corporation or its strata managing agent or building manager.
 4. An owner or occupier of a lot must obtain prior written approval from the Executive Committee of the date and time at which he is permitted to move Goods into, upon or through the Common Property.
 5. An owner or occupier of a lot shall apply in writing to the Executive Committee for approval to carry or move Goods into, upon, or through the Common Property at least seven days prior to the proposed date of movement of the Goods, and shall provide with that request, details of the date, and time of the proposed movement of the Goods and the name and contact telephone number of a person who is to supervise the movement of the Goods.
 6. An owner or occupier of a lot shall comply with directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.
 7. An owner or occupier of a lot shall direct any tradesperson, removalist or courier who is to move Goods into, upon, or through the Common Property, to comply with all directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.
 8. An owner or occupier of a lot shall pay to the Owners Corporation or its strata managing the Bond prior to carrying or moving Goods into, upon, or through the Common Property.
 9. An owner or occupier of a lot shall ensure that protective padding is installed in the lift within the Common Property prior to moving or carrying Goods within a lift.
 10. An owner or occupier of a lot shall ensure that protective sheets or covers are placed on the floor of the Common Property prior to carrying or moving Goods, as is reasonably necessary to prevent damage to the floor.

11. An owner or occupier of a lot shall not carry or move Goods into, upon, or through the Common Property other than during Business Hours, except with written consent of the Executive Committee.
12. An owner or occupier of a lot shall leave the Common property, including the lifts, in a clean and tidy state after carrying or moving Goods into, upon, or through the Common Property.
13. An owner or occupier of a lot shall ensure that the movement of Goods through the Common Property does not interfere with or obstruct the reasonable use of the Common Property.
14. An owner or occupier of a lot shall be liable for the cost of repairing any damage caused to the Common Property or to the property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier.
15. An owner or occupier of a lot shall indemnify the Owners Corporation and keep it indemnified against any and all losses and costs arising out of or incurred as a result of the movement of Goods through the Common Property by or on behalf of that owner or occupier.
16. In the event that an owner or occupier causes any damage to Common Property or to the property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier, the Owners Corporation may:
 - (i) carry out all such work as is necessary to rectify that damage;
 - (ii) use so much of the Bond as is necessary to pay for the rectification of that damage, and promptly thereafter refund the balance of the Bond to the owner or occupier; and
 - (iii) recover from the owner or occupier as a debt, the balance of any rectification costs, after deducting the Bond.
17. Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2010 or such regulation as supersedes that Regulation.
18. An Owners Corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

33 Storage Units

A. DEFINITIONS

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

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;

- (iii) Words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act;
 - (iv) “Storage unit” means an enclosed over-bonnet or free-standing storage unit for installation in the parking space part of an owner’s Lot, with adjustable leg-stand height, constructed from a powder-coated or galvanised metal, which stands wholly within the parking space part of the owner ‘s Lot and leaves sufficient room within that parking space for a motor vehicle to park wholly within the parking space part of the Lot. The storage unit will be enclosed on all sides and fitted with a lock, enabling the secure storage of its contents.
- B. On the conditions set out in section D of this by-law, the owners from time to time of each of the Lots in Strata Plan No. 88541 (“the Owner”) shall be permitted to place and maintain wholly within the parking space part of his or her Lot, a storage unit.
- C. An owner or occupier of a Lot, or any lawful invitee, shall not store or place in any part of the parking space of a Lot, anything other than a motor vehicle, a motor cycle or a storage unit installed in accordance with this by-law.
- D. CONDITIONS**
1. Prior to installing a storage unit, the owner shall seek the written consent of the Owners Corporation, which shall not be unreasonably refused, provided the application complies with this by-law.
 2. The storage unit shall be maintained by the Owner in a state of good and serviceable repair
 3. The Owner shall keep the storage unit wholly within the parking space part of his or her Lot.
 4. The Owner must not obstruct or permit obstruction of lawful use of the common property during the course of the installation of the storage unit or allow the storage unit to impede access to or egress from common property or the parking space part of any other Lot in the strata scheme.
 5. The storage unit shall remain the Owner’s fixture.
 6. The Owner shall place the storage unit at the rear of the parking space part of the Owner’s Lot in a position that permits a motor vehicle to be parked wholly within the parking space part of the Lot.
 7. The Owner shall be permitted to affix the storage unit to the floor slab or rear wall of the parking space part of the Lot, but shall make good any damage caused by doing-so, or by the removal of those fixings, provided that the installation of the storage unit does not obstruct access to gas, water, waste, electricity and fire safety service pipes.
 8. All goods stored in the storage unit are stored at the risk of the Owner or occupier of the Lot and the Owners Corporation shall not be liable for the loss of or damage to any goods stored in the storage unit or for any damage to the storage unit itself.

9. The Owner or occupier of a Lot shall not store within a storage unit any inflammable chemical, liquid or gas or other inflammable material other than chemicals, liquids and gases used for domestic purposes.

34 Prohibition against short-term leasing

1. An owner or occupier of a Lot must not permit the use of the Lot for residential purposes by a lessee, tenant or occupier (other than the owner) unless:
 - (i) the lessee, tenant or occupier is party to a written tenancy agreement.
 - (ii) the tenancy agreement is for a term of not less than 6 months; and
 - (iii) the Owners Corporation has been provided by the owner of the Lot, within 14 days of the commencement of the lease, with:
 - (a) the name, telephone number, postal address, email address, and vehicle registration number (if applicable) of the lessee or sublessee and the number of occupants of the Lot;
 - (b) the commencement and termination date of the lease or sublease; and
 - (c) the name of any agent acting for the owner in respect of the lease or sublease.
2. An owner or occupier of a Lot may not use the Lot or allow a Lot to be used as a serviced apartment or for holiday accommodation.
3. For the purpose of this by-law, "holiday accommodation" means a lease, sub-lease or a licence to use a Lot for accommodation for a period of less than six months, and includes house swapping arrangements and other holiday rental arrangements including through the use of internet sites such as Airbnb, VRBO, Homeaway and the like, where the occupant is to occupy the premises for less than six months.
4. An owner or an occupier of a Lot may 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.
5. An owner or occupier of a Lot shall not advertise that the Lot is available for a purpose proscribed by this by-law.

35 Restriction of number of persons to reside in a Lot

1. Definitions and interpretations

In this by-law: -

- (i) Words importing the singular include the plural and vice versa.
- (ii) Words importing a gender include any gender.
- (iii) "The Act" means the *Strata Schemes Management Act 1996 (NSW)* as amended from time to time;

- (iv) "Lot" means a Lot in Strata Plan No. 88541 and any subdivision of any of those Lots.
 - (v) "Reside" means to dwell in and sleep in a Lot on a day to day basis.
 - (vi) "Lease" means a lease, sub-lease or licence to reside in a Lot.
 - (vii) "Overcrowding" means permitting more than two persons per bedroom to reside in a Lot. For the avoidance of doubt, overcrowding includes permitting a person to reside in a room in the Lot other than a bedroom.
2. Overcrowding is strictly prohibited by owners and occupiers of all Lots.
 3. The owner or occupier of a Lot shall not permit more than two persons per bedroom to reside in the Lot at any one time. To this effect, no more than two persons may reside in a Lot with one bedroom; no more than four persons may reside in a Lot with two bedrooms; and no more than six persons may reside in a Lot with three bedrooms.
 4. The owner of a Lot who enters into a Lease after the date of approval of this special resolution, shall specify in the Lease agreement that the occupants shall comply with this by-law.
 5. An owner of a Lot shall not advertise that a Lot is available for more than two persons per bedroom to reside in at any one time.

SPECIAL BY-LAW 1 Service of Documents on Owner of a Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

SPECIAL BY-LAW 2 Mechanical Exhaust Systems

1. For the purpose of this by-law: -
 - (a) Words importing the singular include the plural and vice versa;
 - (b) Words importing a gender include any gender;
 - (c) Words defined in the *Strata Schemes Management Act 1996 (NSW)* have the meaning given to them in that Act.
 - (d) "The Act" means the *Strata Schemes Management Act 1996 (NSW)* as amended from time to time.
 - (e) "The Owner" means the owner or owners from time to time of a Lot within Strata Plan No. 88541;
 - (f) "Owners Corporation" means The Owners - Strata Plan No. 88541; and
 - (g) "Mechanical Exhaust System" includes an exhaust fan that services a Lot, including wiring, controls, and its motor, but excludes ducting.

2. It is inappropriate for the Owners Corporation to maintain, renew, replace or repair any Mechanical Exhaust System which forms part of the common property.
3. The maintenance, renewal, replacement and repair of items of common property by an Owner, will not affect the safety of any building, structure or common property in the strata scheme and will not detract from the appearance of any property in the strata scheme.
4. The Owners Corporation must pay for the preparation and registration of this by-law.

SPECIAL BY-LAW 3 Mechanical Exhaust Systems

A. DEFINITIONS

For the purpose of this by-law: -

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include any gender;
- (c) Words defined in the *Strata Schemes Management Act 1996* (NSW) have the meaning given to them in that Act.
- (d) "The Act" means the *Strata Schemes Management Act 1996* (NSW) as amended from time to time.
- (e) "The Owner" means the owner or owners from time to time of a Lot within Strata Plan No. 88541;
- (f) "A Lot" means any and all Lots in Strata Plan No. 88541;
- (g) "Owners Corporation" means The Owners - Strata Plan No. 88541; and
- (h) "Mechanical Exhaust System" includes an exhaust fan that services a Lot, including wiring, controls, and its motor, but excludes ducting.

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 Mechanical Exhaust System which services his or her Lot; and
- (b) the exclusive use of that part of the Mechanical Exhaust System as services the Owner's Lot and of those parts of the common property to which that part of the Mechanical Exhaust System which services the Lot, is directly attached or affixed, or occupied by the Mechanical Exhaust System.

C. CONDITIONS

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 62(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 Mechanical Exhaust System which services his or her Lot is directly attached, or which is occupied by the Mechanical Exhaust System, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Mechanical Exhaust System which services his or her Lot in a state of good and serviceable repair and must renew or replace the Mechanical Exhaust System as necessary from time to time.
4. The Owner, at his or her own expense, must effect any necessary adjustment or modification of any Mechanical Exhaust System which services his or her Lot, or of its manner of installation, so as to prevent the unreasonable disturbance by the Mechanical Exhaust System of the owner or occupier of another Lot.
5. The Owner, at his or her own expense, must comply with any requirements or order of the local Council, or other authority, tribunal or Court have jurisdiction, concerning any Mechanical Exhaust System which services his or her Lot.
6. The Owner must repair promptly any damage caused or contributed to by any works carried out pursuant to clauses C2 and/or C3, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.
7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of any works carried out pursuant to clauses C2 and /or C3, including any liability under Section 65(6) of the *Strata Schemes Management Act 1996* for damage caused to the property of the Owners Corporation or the property of the owner or occupier of another Lot in the strata scheme.
8. 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.
9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon his or her Lot for the purpose of carrying out the work referred to in clause CB above.
10. All costs payable by the Owner pursuant to clause C8 above, shall be payable as a debt due to the Owners Corporation.
11. The Owners Corporation must pay for the preparation and registration of this by-law.

SPECIAL BY-LAW 4 - Electronic Keeping of Records and Service of Documents

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.

2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.
5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.
6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

SPECIAL BY-LAW 5 - Electronic Voting

Definitions and Interpretation

1. In this by-law:
 - (a) **“Act”** means the *Strata Schemes Management Act 2015*;
 - (b) **“Electronic Voting”** means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
2. Unless the context or subject matter otherwise indicates or requires:
 - (a) Reference to the singular includes the plural and the plural includes the singular
 - (b) **“Including”** and similar expressions are not words of limitation;
 - (c) Headings are for convenience only and do not affect the interpretation of this by-law;
 - (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Determination to allow Electronic Voting

3. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.

4. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
5. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

The Electronic Voting process

6. Electronic Voting must be conducted by way of an electronic ballot.
7. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.
8. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
 - (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
 - (b) Information concerning:
 - (i) How the ballot paper must be completed;
 - (ii) The deadline for submission of the ballot paper;
 - (iii) If voting is by email, the address where the ballot paper is to be returned;
 - (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
 - (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
9. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
10. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
11. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
 - (a) Review all information and reports about the electronic ballot;
 - (b) Reject as informal any votes that do not comply with the requirements of this by-law;
 - (c) Ascertain the result of the electronic ballot;
 - (d) Make a written or electronic record of the result of the electronic ballot;

- (e) Announce or publish the result of the ballot.

Informal votes

12. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
13. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.

Secret ballots

14. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

SPECIAL BY-LAW 6 - Number of Adults in a Lot

Definitions and interpretation

1. In this by-law:
- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
- (b) Unless the context or subject matter otherwise indicates or requires:
- (i) Reference to the singular includes the plural and the plural includes the singular;
- (ii) “Including” and similar expressions are not words of limitation;
- (iii) Headings are for convenience only and do not affect the interpretation of this by-law;
- (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (v) Reference to a “lot” includes part of the lot.

Restricting the number of adult occupiers in a lot

2. Subject to clause 36 of the Strata Schemes Management Regulation 2016, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.

Prohibition on subdivision of rooms in a lot

3. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.

Right of the owners corporation to enter a lot

4. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.

Notification to owners corporation of occupiers in a lot

5. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) must:
 - (a) Provide their tenant or licensee with an up-to-date copy of the by-laws;
 - (b) Ensure that their tenant or licensee and their guests comply with the by-laws;
 - (c) Take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.

Use of a lot

6. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for the accommodation of a person under a commercial arrangement permitting, or intended to permit, such accommodation for a term of three months or less.
7. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for an unlawful purpose or in an unlawful manner.
8. Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 6 of this by-law:
 - (a) A failure to provide notice under s.258 of the Act in respect of a person who uses the lot for his or her accommodation under a commercial arrangement;
 - (b) A failure to provide to the owners corporation on request a copy of the lease, or of the documents relating to the assignment, the subject of the notice under s.258 of the Act;
 - (c) A failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
9. An owner, lessee or occupier of a lot must not make known publicly or advertise, whether by the owner, lessee or occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the lot is available for a use that would contravene clauses 2, 6, or 7 of this by-law.

Costs to be paid by owner or occupier

10. The owner, lessee or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The owner must pay all costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may, but are not limited to:
- (a) Water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
 - (b) Additional cleaning fees associated with additional persons sleeping in a lot;
 - (c) Strata manager's fees;
 - (d) Legal costs;
 - (e) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
11. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
12. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

Restricting access to common property

13. Subject to this by-law, the owners corporation has the power to:
- (a) Close off or restrict by security key access to parts of the common property that do not give access to a lot;
 - (b) Restrict any persons who are in breach of this by-law access to any part of a building;
 - (c) Allow security personnel to use part of common property to determine or enforce compliance with this by-law.

SPECIAL BY-LAW 7 - Renovations

DEFINITIONS AND INTERPRETATION

1. In this by-law:
- (a) **"Act"** means the *Strata Schemes Management Act 2015*;
 - (b) **"Cosmetic Work"** means an owner's work which affects the common property in connection with their lot for the following purposes:
 - (i) Installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;

- (ii) Installing or replacing handrails;
 - (iii) Painting;
 - (iv) Filling minor holes and cracks in internal walls;
 - (v) Laying carpet;
 - (vi) Installing or replacing built-in wardrobes;
 - (vii) Installing or replacing internal blinds and curtains;
 - (viii) Installing any locking or other safety device for protection of a lot against intruders;
 - (ix) Installing any screen or other device to prevent entry of animals or insects on the lot;
 - (x) Installing any locking or other safety device to improve safety within a lot;
 - (xi) Installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
 - (xii) Any other work described in Section 109(2) of the Act; but does not include:
 - (A) Minor Renovations;
 - (B) Work involving structural changes;
 - (C) Work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (D) Work that detrimentally affects the safety of a lot or common property, including fire safety systems;
 - (E) Work involving waterproofing or the plumbing or exhaust system of the building;
 - (F) Work involving reconfiguring walls;
 - (G) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
 - (H) Any other work described in Section 109(5) of the Act.
- (c) **“Minor Renovations”** means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (i) Renovating any room in a lot;
 - (ii) Changing recessed light fittings;
 - (iii) Installing or replacing wood or other hard floors;

- (iv) Installing or replacing wiring, cabling, pipes, or ducts
 - (v) Installing or replacing power or access points;
 - (vi) Work involving reconfiguring walls;
 - (vii) Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
 - (viii) Installing a rainwater tank;
 - (ix) Installing a clothesline;
 - (x) Installing a reverse cycle split system air conditioner or ducted air conditioning system;
 - (xi) Installing double or triple glazed windows;
 - (xii) Installing a heat pump or other hot water service;
 - (xiii) Installing ceiling insulation;
 - (xiv) Installing an aerial, antenna, or satellite dish;
 - (xv) Installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
 - (xvi) Any other work described in Section 110(3) of the Act;
 - (xvii) Any other work that is not:
 - (A) Cosmetic Work;
 - (B) Work involving structural changes;
 - (C) Work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (D) Work involving waterproofing;
 - (E) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
 - (F) Work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
 - (G) Any other work described in Section 110(7) of the Act; but does include the work described in sub clauses (A) to (G) above.
- (d) **“Major Renovations”** means an owner’s work which affects the common property for the following purposes:
- (i) Structural changes;

- (ii) Changes to the external appearance of a lot, including the installation of an external access ramp;
 - (iii) Waterproofing;
 - (iv) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
 - (v) Work that is not Cosmetic Work or Minor Renovations.
2. Unless the context or subject matter otherwise indicates or requires:
- (a) Reference to the singular includes the plural and the plural includes the singular;
 - (b) “Including” and similar expressions are not words of limitation;
 - (c) Headings are for convenience only and do not affect the interpretation of this by-law;
 - (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
 - (e) The provisions of this by-law prevail to the extent of that inconsistency with any other by-law.

COSMETIC WORK

- 3. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 5 to 9.
- 4. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

- 5. When carrying out Cosmetic Work an owner must:
 - (a) Do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
 - (b) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (c) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (d) Make suitable arrangements with the owners corporation regarding the times and method for the owner’s contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

- (e) Only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) Not use common property power or water;
- (m) Pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

Use of Cosmetic Works

- 6. An owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

7. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

8. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 5 apply to any work the owner carries out to comply with this clause.

Indemnity

9. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace.

MINOR RENOVATIONS

10. An owner may only carry out Minor Renovations with the approval of the owners corporation.
11. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
12. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Application to owners corporation for approval for Minor Renovations

13. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) The owner's name, address and telephone number;
 - (b) The lot number connected with the works;

- (c) Details of the work including plans, specifications, drawings, conditions, and notes;
- (d) A copy of any tax invoice, quote, contract or agreement in relation to the work;
- (e) An estimate of the duration and times of the work;
- (f) Details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
- (g) Details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) A statement that the work does not involve:
 - (i) The removal or alteration of a structural element of the building;
 - (ii) The installation, replacement or exposure of a waterproofing membrane or flashings;
 - (iii) Changing the external appearance of any lot;
 - (iv) Detrimentally affecting the safety of a lot, including fire systems;
- (i) A statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Minor Renovations

14. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) Request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) Engage a consultant to assist it to review the application;
 - (c) Approve the application with some or all the conditions contained in clauses 15 to 25, or impose additional conditions;
 - (d) Refuse the application, but must not act unreasonably when doing so.

Before Minor Renovations are carried out

15. Before carrying out Minor Renovations an owner must:
- (a) Give to the owners corporation evidence that those persons carrying out the work has:
 - (i) Any requisite current licence to conduct the work;

- (ii) Contractors' all risks insurance cover (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 to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (b) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) If the work involves:
- (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;
- to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.
- (d) If requested by the owners corporation:
- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
 - (iv) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When Minor Renovations are being carried out

16. When carrying out Minor Renovations an owner must:
- (a) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

- (b) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) Only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) Not use common property power or water;

- (m) Give access to the owners corporation's nominee access to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After Minor Renovations are carried out

17. After carrying out Minor Renovations an owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
 - (e) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

Use of Minor Renovations

18. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

19. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

20. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 15 to 17 apply to any work the owner carries out to comply with this clause.

Indemnity

21. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace.

Insurance

22. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

23. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

24. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Costs

25. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

MAJOR RENOVATIONS

26. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) The owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
 - (b) A by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2, except to the extent of any contrary provision in the by-law;
 - (c) The by-law is registered and a recording made in the certificate of title comprising the common property.
27. An owner should undertake the process in clause 28 before presenting any motion referred to in clause 26 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

28. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) The owner's name, address and telephone number;
 - (b) The lot number connected with the works;
 - (c) Details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) A copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (e) An estimate of the duration and times of the work;
 - (f) Details of the persons carrying out the work including their name, licence number, qualification and telephone number;
 - (g) Details of arrangements to manage any resulting rubbish or debris arising from the work;

- (h) Motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) The owner's consent to the making of the by-law;
- (j) A statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Major Renovations

29. When determining an application made in accordance with clause 28, an owners corporation may:
- (a) Request further information from the owner in considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) Engage a consultant to assist it to review the application;
 - (c) Approve the application in its original form, or with amendments to the motions required in clause 26;
 - (f) Refuse the application, but must not act unreasonably when doing so.

BREACH OF THIS BY-LAW

30. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.

SCHEDULE OF APPROVED MINOR RENOVATIONS AND MAJOR RENOVATIONS WORK

31. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. That the authority referred to in paragraph 1 is given by the owners corporation:
 - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
 - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot{INSERT LOT NUMBER};
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and the plural includes the singular;
 - (ii) “Including” and similar expressions are not words of limitation;
 - (iii) Headings are for convenience only and do not affect the interpretation of this by-law;

- (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

Before work is carried out

- 5. Before carrying out work, the owner must:
 - (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
 - (b) Give to the owners corporation evidence at those persons carrying out the work has:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (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 to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
 - (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
 - (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
or
 - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
 - (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved

application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
 - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
 - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;
 to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
 - (e) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;

- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace.

Insurance

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

- 13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Costs

- 15. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law.

SCHEDULE 3

Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

SPECIAL BY-LAW 8 - Delegating Approval of Minor Renovations

1. The Owners Corporation delegates its functions under Section 110 of the Strata Schemes Management Act 2015 to the strata committee.
2. If the Owners Corporation and the strata committee exercise the same function under Section 110 of the Strata Schemes Management Act 2015, the exercise of the function by the Owners Corporation prevails.

SPECIAL BY-LAW 9 – Visitor Parking and Bollards

1. The Owners Corporation is authorised to install:
 - (a) bollards (whether lockable or otherwise) within the visitor car spaces designated on the Strata Plan or designated by the Owners Corporation (“Visitor Car Space”); and,
 - (b) signage in relation to the management and use of visitor parking, including bollards.
2. In addition to the requirements in by-law 2, an Owner or Occupier of a lot must not:
 - (a) park or stand any motor vehicle, boat or other vehicle on Common Property including in any Visitor Car Space, except with the prior written approval of the Owners Corporation; and,
 - (b) and must ensure that their invitees do not, under any circumstances, clean, wash or perform any mechanical maintenance or repairs to any vehicle on common property.
3. An Owner or Occupier must ensure that their invitees do not park or stand any motor vehicle, boat or other vehicle:
 - (a) on Common Property; and
 - (b) in a Visitor Car Space for longer than permitted by any signage installed by the Owners Corporation; except with the prior approval of the owners corporation.
4. The Owners Corporation may permit an Owner or Occupier to allow their invitee to park a vehicle in a visitor parking space or park for longer than permitted by any such signage on certain conditions including a condition requiring payment by the Owner, Occupier or invitee of a bond or fee in a reasonable amount to the Owners Corporation.
5. If an Owner or Occupier breaches this by-law, the Owners Corporation may (in addition to those powers and authorities conferred upon it by or under the *Strata Schemes Management Act 2015* and the by-laws):
 - (a) operate any bollard installed by the owners corporation;
 - (b) place on the offending vehicle, or give the Owner or Occupier in breach (including a breach of their visitor), a written notice advising of the breach of this by-law;
 - (c) move the offending vehicle;
 - (d) remove the offending vehicle from the common property including a visitor parking space;

- (e) to the extent permitted by law, wheel clamp the offending vehicle.
6. For the purposes of Chapter 16 Part 5A of the Local Government Act 1993, an Owner or Occupier of a lot expressly consents to the Owners Corporation exercising the powers and authorities stated in this by-law in relation to any vehicle owned by them.
7. The Owners Corporation may recover from the Owner or Occupier in breach as a debt:
- (a) the costs incurred by the Owners Corporation in taking any action to enforce the terms of this by-law, including but not limited to the action in clause 6 of this by-law;
 - (b) interest on any outstanding amount at the rate prescribed in Section 85 of the *Strata Schemes Management Act 2015*; and,
 - (c) the expenses incurred by the Owners Corporation recovering those costs.