

ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

Parties: By the Owners Strata Plan 58108

Dated:

Schedule 3 Model By-Laws

1. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2. Changes to common property


- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3. Damage to lawns and plants on common property

- An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (b) use for his or her own purposes as a garden any portion of the common property.

4. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.


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5. Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6. Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

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

9. Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16. Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:

- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17. Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 1

Common property memorandum

The Owners Corporation resolve to adopt the Common Property Memorandum which is annexed and marked "B".

Special By-Law 2

Minor renovations

The Owners Corporation delegates its function to approve minor renovations to the strata committee.

Covered



Annexure B

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none">(a) columns and railings(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)(c) balcony ceilings (including painting)(d) security doors, other than those installed by an owner after registration of the strata plan(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan(f) common wall fencing, shown as a thick line on the strata plan(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land(h) awnings within common property outside the cubic space of a balcony or courtyard(i) walls of planter boxes shown by a thick line on the strata plan(j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none">(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)(c) guttering(d) membranes
3. Electrical	<ul style="list-style-type: none">(a) air conditioning systems serving more than one lot(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller(c) fuses and fuse board in meter room(d) intercom handset and wiring serving more than one lot(e) electrical wiring serving more than one lot(f) light fittings serving more than one lot(g) power point sockets serving more than one lot(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)(i) telephone, television, internet and cable wiring within common property walls(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property(k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none">(a) original door lock or its subsequent replacement(b) entrance door to a lot including all door furniture and automatic

	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

	(d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

	<ul style="list-style-type: none">(e) stove(f) washing machine and clothes dryer(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)(h) internal doors (including door furniture)(i) skirting boards and architraves on non-common property walls(j) tiles and associated waterproofing affixed to non-common property walls(k) letterbox within a lot(l) pavers installed within the lot's boundaries(m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none">(a) garage door remote controller(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary(c) light fittings inside the lot where the light is used exclusively for the lot(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none">(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall(b) pipes and 'S' bend beneath sink, laundry tub or hand basin(c) sink, laundry tub and hand basin(d) toilet bowl and cistern(e) bath(f) shower screen(g) bathroom cabinet and mirror(h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none">(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)(b) locks additional to the original (or any lock replaced by an owner)(c) window lock keys

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Special By-Law 3

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

(i) Existing works

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

(ii) Renovation of bathroom

The renovation of the bathroom shall include, but is not limited to, replacing shower recess, new vanity, floor to ceiling tiles and tile floor.

(iii) Cost of renovation and maintenance

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

(iv) Strata Committee approval

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

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(v) Conditions of works

The works will:-

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

(vi) Completion of works

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

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

(vii) Compliance with SEPP and DCP

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

(viii) Damage

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

(ix) Maintenance

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

(x) Common property maintenance

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

(xi) Failure to comply

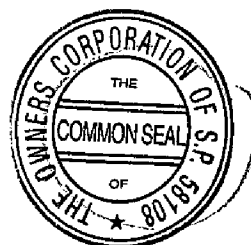
Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the Act the Owners Corporation may:-

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

(xii) Indemnity

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

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



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