

SP11761 – 2 ARTARMON ROAD, WILLOUGHBY NSW 2068
STRATA SCHEMES MANAGEMENT ACT (1996) Schedule 1 BY-LAWS

1 Noise

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

2 Vehicles – Repealed – See Special By-Law 1 and 2

3 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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

5 Damage to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (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.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children Playing on Common Property in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

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- 9 Depositing Rubbish and Other Material on Common Property – AMENDED – to read as follows:
- Owners and occupiers must ensure that their invitees do not deposit or throw onto the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
 - An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 10 Drying of Laundry Items – AMENDED – to read as follows
An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.
- 11 Cleaning Windows and Doors
An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.
- 12 Storage of Inflammable Liquids and Other Substances and Materials
- An owner or occupier of a lot must not, except with the approval in writing 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.
 - This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 13 Moving Furniture and Other Objects on or through Common Property
An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 14 Floor Coverings – AMENDED – to read as follows:
- An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
 - This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
 - No Hard Floor Covering shall be installed that does not have a Six Star Rating of the Association of Australian Acoustic Consultants. "Hard Floor Covering" is any covering that is not carpet and underlay in conjunction with the slab.
 - Before installing Hard Floor Covering, an owner or occupier must obtain the written approval of the Owner's Corporation to the proposed location, style, design and type of Hard Floor Covering and the method of installation and provide the Owners Corporation with evidence that the Hard Floor Covering will have sound insulation performance of at least a Six Star rating.
 - Owners and occupiers must make a written application to the Owners Corporation for consent under this by-law which must contain enough information relating to the plans and specifications to give the Owners Corporation a clear understanding of the installation to be carried out.
 - After completion of the installation of Hard Floor Covering, the owner or occupier must provide the Owners Corporation with a certificate issued by the installer that the installation of the Hard Floor Covering has achieved sound insulation performance of at least a Six Star Rating.
 - This by-law shall work in conjunction with the terms and conditions in Special By-Law 7 (Building Works) and any other relevant by-laws of the scheme.

Removal of Magnesite Floor Base

- For the purpose of this by-law, "Magnesite Floor Base" means the coating between the upper and lower surface of the floor space on the lot.
- The owner must permit the Owners Corporation to arrange for a qualified contractor to conduct an inspection of the floor space on the owner's lot and on so much of the common property as is necessary following the removal of the existing floor covering and prior to the installation of a new covering. The cost of this inspection is borne by the Owners Corporation.
- Where the owner corporation determines that it is necessary to remove the Magnesite Floor Base between the upper and lower surface of the floor space on the lot, the removal of the Magnesite

Floor Base will be at the cost of the owner's corporation.

- (11) Where the owner corporation determines that it is necessary to remove the Magnesite Floor Base between the upper and lower surface of the floor space on the lot, the owner's corporation will be responsible for organising such removal in consultation with the lot owner.

15 Garbage Disposal – AMENDED – to read as follows:

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier,
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled;
- (g) must not dispose of refuse other than that originating from the lot;
- (h) must ensure that before large boxes are placed in the receptacle, they are collapsed and made as flat as possible; and
- (i) must ensure that before broken glass is placed in the receptacle, the glass is individually and thoroughly wrapped and does not form part of a mixed bag of other rubbish and ensure it is placed in the receptacle used for glass; and
- (j) must not place any household items such as but not limited to furniture and appliance or any chemical waste such as but not limited to paint, gas bottles and oils on the common property.

16 Keeping of Animals – Repealed – See Special By-Law 4

17 Appearance of Lot - AMENDED – to read as follows

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.
- (3) The owner or occupier of a lot must not attach any sign to common property.
- (4) The owner or occupier of a lot must not maintain a sign within the lot which is visible from outside the lot.
- (5) Security signs are permitted and can be no bigger than 15cm x 15cm.

18 Notice-board

An owners corporation must cause a notice-board to be affixed to some part of the common property.

19 Change in Use of Lot to be Notified

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

Added By-Law 30

The use of dishwashers, washing machines, wastemasters and clothes dryers is prohibited between the hours of 10.30pm and 6.30am.

Special By-Law 1

By-Law 2 is repealed.

Special By-Law 2 – Vehicles – AMENDED – to read as follows:

- a) No motor or other vehicle shall park or stand upon common property except with the consent of the

Body Corporate of the Building Caretaker.

- b) The Body Corporate shall have the following powers in respect of any motor or other vehicle parked or otherwise standing upon the common property in breach of Clause (a) of this by-law: -
 - i. The power and authority to remove that motor or other vehicle from the parcel.
 - ii. The power and authority to affix to the said motor or other vehicle locking clamps or other devices.
 - iii. Incidental to the removal of the said vehicle the power and authority to arrange for the towing and/or storage of that vehicle.
- c) The powers and authorities contained in Clause (b) may be exercised by the Body Corporate at the request of any person legally entitled to occupy a car space if that car space is occupied by a motor or other vehicle without the consent of that person, PROVIDED THAT, the Body Corporate shall be entitled to recover any costs whatsoever arising out of the removal or otherwise of that unauthorized vehicle from the person making the request.
- d) No vehicle shall be parked or stand in any part of the common property designated by the Owner's Corporation as an emergency parking area;
- e) No vehicle shall be parked in any part of the common property designated by the Owner's Corporation as car wash bays; and
- f) Only vehicles that are registered may be parked or stand on the common property.

Special By-Law 3 – Garden and Lawn Areas

The Body Corporate shall have the following powers, authorities, duties in addition to those conferred and imposed upon it by the Strata Titles Act 1973, and the by-laws: -

1. The power and the authority to transform the bowling green into garden and lawn areas, as depicted in the sketch forming Exhibit "1" to the minutes of the meeting at which this by-law is made;
2. The duty to maintain the garden and lawn areas in a state of good and serviceable repair, and to renew or to replace them as may be necessary from time to time; and
3. The power to apply the funds of the Body Corporate to these purposes.

Special By-Law 4 - Animals

- (a) That the current by-law 16 Keeping of Animals, option A, as detailed below be repealed.
 - (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
 - (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-Laws

- (b) That the following by-law be inserted: -
 - (1) Subject to Section 49(4), an owner or occupier of a residential lot must not keep any dog on the lot or the common property.
 - (2) An owner or occupier of a residential lot must not, without prior approval from the Owners Corporation, keep any other animal (except fish in a secure aquarium on the lot) on the lot or the common property.

Special By-Law 5 – Air-Conditioners

- (1) (a) An owner or occupier of a lot must not, without prior written approval from the Owners Corporation, install an air-conditioning unit on the lot and/or on common property.
- (b) The Owners Corporation cannot grant consent without the relevant statutory approvals being obtained and as required and in accordance with environmental planning requirements.
- (2) The Owners Corporation may, in granting approval under paragraph (1) above, specify any conditions of installation including but not limited to:
 - a) the location of the air-conditioning unit in the lot and on the common property;
 - b) the payment of a bond;
 - c) the reimbursement of expenses of the Owners Corporation in the repair of common property arising from the installation of the air-conditioning unit; and
 - d) the installation of suitable sound and vibration measures.
- (3) The air-conditioning unit must be installed by a properly licensed and insured contractor. Suitable evidence of the contractor's license and insurance is to be provided to the Owners Corporation by the owner or occupier prior to commencement of installation.
- (4) Any air-conditioning unit located on common property pursuant to paragraph (1) remains the property of the owner and the owner will remain liable for the maintenance, repairs and removal of the air-conditioning unit.
- (5) An owner or occupier will reimburse the Owners Corporation for any costs the Owners Corporation

reasonably incurs in repairing any damage to common property caused by the installation, operation, maintenance, use or removal of the air-conditioning unit.

- (6) An owner or occupier must provide to the Owners Corporation a bond (the "Bond") on the following terms:
- The amount of the Bond is as determined by the Owners Corporation from time to time;
 - That the owner's corporation must provide details of the method in which the bond is calculated.
 - The Bond is to be paid within 7 days of the Owners Corporation approving the installation of the air-conditioning unit.
 - The Bond is to be paid to the strata manager.
 - The Bond will be refunded within 7 days over a period 10 day period i.e. the building manager is to inspect the subject installation and provide the Owners Corporation and the Strata Manager advice that the installation has been completed satisfactorily and in accordance with all conditions of approval under paragraph (2).
 - Any amount payable by the owner pursuant to paragraph (5) may be deducted from the Bond.

Special By-Law 6 – Pay TV Installations

- An owner or occupier of a lot must not, without prior written approval from the Owners Corporation, permit equipment or cabling for pay-tv to be installed, operated, maintained or removed on a lot or the common property.
- Owners and occupiers must make a written application to the Owners Corporation for consent under this by-law which must contain enough information relating to the plans and specifications to give the Owners Corporation a clear understanding of the Building Works to be carried out.
- The Owners Corporation may, in granting approval under paragraph (1) above, specify the location and conditions in relation to the installation, maintenance, repair or removal of the equipment or cabling.
- Any pay-tv equipment or cabling located on common property pursuant to paragraph (1) remains the property of the owner and the owner will remain liable for the maintenance, repair and removal of the equipment and cabling.
- The Owners Corporation may engage a contractor to rectify an installation of equipment or cabling for pay-tv which adversely affects the quality of other owners or occupiers free to air television reception. An owner or occupier will reimburse the Owners Corporation for any costs the Owners Corporation reasonably incurs in the rectification.
- An owner or occupier will reimburse the Owners Corporation for any costs the Owners Corporation reasonably incurs in repairing any damage to common property caused by the installation, operation, maintenance, use or removal of the equipment or cabling.

Special By-Law 7 – Building Works

Scope of By-law

- This by-law is made for the purposes of managing, regulating and controlling the carrying out of Building Works within lots which affect the common property and/or impact on an owner or occupier of a lot. A lot includes the garage if it forms part of the lot.
- This by-law puts Owners on notice as to how Building Works should be performed within a lot and the common property.
- This by-law distinguishes between different types of "Building Works", namely Minor Works, Non Structural Works and Structural Works that have an impact on the common property of the scheme. The current Building Works Guide and the current Building Works Item List should be read in conjunction with this by-law.
- For the purposes of this by-law, "Owner" means any owner or owners of a lot in Strata Plan No.11761 and includes any subsequent or future owner or owners of a lot within the scheme.
- The conditions in this by-law, shall apply in conjunction to the other by-laws of the scheme and the provisions of the Strata Schemes Management Act 1996.
- If any Building Works were undertaken by an Owner, with or without the Owners Corporation's approval, before the registration of this by-law and no special by-law had been made, then any provisions in this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

Part 1: Terms – Defining "Building Works"

Minor Works

- For the purposes of this by-law, "Minor Works" means works of an aesthetic nature that do not affect or alter the common property such as painting, wallpapering, installing fixtures and fittings (without penetrating a common property wall, ceiling or floor) and/or replacing tap ware or other

removable items from the lot. The current edition of the Building Works Items List should be consulted.

8. Any Minor Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Minor Works undertaken as required from time to time.

Non-Structural Works

9. For the purposes of this by-law, "Non-Structural Works" means works that involve:
- (a) damage, removal and/or replacement of common property and/or attachment of additional and or new materials (other than carpet) to common property walls, floors and ceilings within a lot; or
 - (b) penetration of a common property wall, ceiling, floor or pipe work (other than Minor Works mentioned in clause (7)) within a lot; or
 - (c) changes to the pipe work on the lot; or
 - (d) laying or affixing tiles or other hard flooring on a floor or affixing tiles or other hard materials to common walls and/or ceilings within a lot; or
 - (e) works that interfere with the passage or the provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts within a lot; or
 - (f) changes to the external appearance of the lot; or
 - (g) waterproofing of any surface including in the kitchens, bathrooms and laundry areas of the lot; or
 - (h) works that are more extensive than Minor Works and are authorised by the executive committee of the Owners Corporation.
10. The current edition of the Building Works Items List should be consulted.

Structural Works

11. For the purposes of this by-law, "Structural Works" means works that may affect the safety of the building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.
12. For the purposes of this by-law, Structural Works includes works involving:
- (a) alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads; or
 - (b) removal of any structural elements of the building, including but not limited to, enlarging openings, forming new openings and removal of walls in whole or in part within a lot.; or
 - (c) Non-Structural Works which the executive committee of the Owners Corporation resolves should be dealt with as if it were Structural Works.

Part 2: The Application Process

The Application

13. Where an Owner intends to carry out Non-Structural Works or Structural Works within a lot, the Owner must submit an application in writing to both the strata managing agent and the Secretary of the executive committee of the Owners Corporation at least one month before an executive committing meeting. The application submitted by the Owner(s) must include full details of the scope and extent of the works.
14. The application must be made in accordance with Annexure A to this by-law "Application To Perform Building Works" prior to such work being approved by the executive committee of the Owners Corporation (excluding Minor Works in clause (7) which only require notification via application but no consent).
15. The information requested in Annexure A to this by-law may be changed from time to time at the discretion of the Secretary of the executive committee of the Owners Corporation.
16. The Strata Managing Act will provide written confirmation of the executive committee's decision within 14 days of the executive committee meeting.
17. The Owners Corporation is empowered to create and implement a "Building Works Items List", categorised into the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law. The Building Works Item List may only be amended by ordinary resolution at a general meeting of the Owners Corporation.

Lot Register of Building Works

18. A "Lot Register of Building Works" shall be kept by the strata managing agent and an Owner of a lot and the Secretary of the executive committee is responsible to ensure that the strata managing agent is notified of all types of Building Works undertaken on a lot and that all Building Works be included and updated on the Lot Register.

Levels of Approval

19. Resolved where an Owner intends to carry out Non-Structural Works or Structural Works on their lot or the common property, an Owner may require, depending on the scope of Building Works, three levels of approval prior to undertaking Building Works on their lot and the common property:
 - (a) Written approval of the executive committee or the Owners Corporation;
 - (b) Development Approval from the Council under the Environmental Planning and Assessment Act 1979; and
 - (c) Approval of any other relevant statutory authority whose requirements apply to undertaking the proposed Building Works;
20. Subject to clause (26) in this by-law, the executive committee may approve any Non-Structural Work proposed by an Owner under this by-law.
21. The executive committee of the Owners Corporation may request clarification, further information and/or certification in respect of any Non-Structural Works or Structural Works proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.
22. An Owner must not commence any Non-Structural Works or Structural Works on their lot or the common property until such information, clarification and/or certification (as may be required by the executive committee of the Owners Corporation or Council) is provided and approved.
23. The executive committee may refuse an application of an Owner in respect of any Non-Structural Works and must provide reasons for the refusal within fourteen (14) days of the application being dealt with at a meeting of the executive committee.

Building Works that Require a Special Lot By-law

24. The Owner must submit to the strata managing agent and the Secretary of the executive committee of the Owners Corporation a special lot by-law, if an Owner intends to carry out any Non-Structural or Structural Works on their lot or the common property that affect:
 - (a) the safety of the building;
 - (b) the support, structure and/or shelter in the strata scheme;
 - (c) detract from the appearance of any other lot or is visible from the common property in the strata scheme; and/or
 - (d) may interfere with another lot owner's enjoyment of their lot and /or the common property.
25. If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the special lot by-law.
26. The special lot by-law must be passed pursuant to Part 5 Division 4 of the Strata Schemes Management Act 1996 and must be registered on the common property Certificate of Title of the Owners Corporation.
27. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of the special lot by-law for the Owner's lot.
28. Changes to the Building Works after approval has been obtained are not permitted, without the approval of the executive committee of the Owners Corporation.

Part 3: Conditions Applicable to all Non-Structural Works or Structural Works

Plan of Management

29. The Owner must provide to the executive committee of the Owners Corporation, prior to the commencement of any Non-Structural Works or Structural Works, a plan of management directed at demonstrating the method by which goods, including demolition materials will be removed from the building and goods, including building materials that will be brought to the site of the works and stating the duration of the works.
30. The executive committee of the Owners Corporation may approve in writing the plan as presented to it, or may approve it on conditions or with the making of changes to the proposals contained therein. No work shall be commenced until and unless approval is given, and all works must be done in strict compliance with the plan of management as approved, or, if the executive committee has appended conditions thereto, in accordance with those conditions.
31. The Owner must not dispose of any building materials or demolition materials in the common property bins of the strata scheme. Material cannot be placed outside the strata scheme without the knowledge and approval of the Secretary of the executive committee of the Owners Corporation or the Building Manager.

Hours of Building Works

32. The Owner or occupier must not perform Building Works or allow them to be carried out except between the hours of 8:00 AM and 4:00 PM Monday to Friday and 8:00 AM to Noon on a Saturday

(excluding public holidays) or during such other times as may be approved by the Owners Corporation.

33. Building Works may not be performed between 24 December and 15 January or on a public holiday unless approved by the Owners Corporation.

Compliance with Codes

34. An Owner performing any Non-Structural Works or Structural Works in the strata scheme must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
35. An Owner performing any Non-Structural Works or Structural Works in the strata scheme must comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Non-Structural Works or Structural Works are undertaken.
36. An Owner performing any Non-Structural Works involving retiling of walls and floors in any wet areas within a lot must waterproof the entire floor and wall surface on the lot and must provide certification of waterproofing describing the areas waterproofed to the strata managing agent to that effect.
37. Waterproofing surfaces requires a higher standard than the recommended by the Australian Standards. A tiled wall must be waterproofed floor to ceiling or to the height of tiling and the entire floor is to be waterproofed when removing and replacing tiles in a wet area on the lot.

General Conditions

38. Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupants and owners.
39. The Owner must keep all areas of the building outside their lot clean and tidy throughout the performance of the Building Works.
40. Work inside the lot must only occur when the door between the lot and the common property is completely closed. The Owner must ensure that the corridor serving the lot is protected from damage for the duration of the Building Works.
41. The Owner must ensure that any carpeted area is protected by the use of drop sheets and kept clean during any Building Works. The drop sheets must be removed at the end of each day the Building Works are undertaken.
42. The Owner must ensure that the lift is protected by the use of drop sheets/protective wall coverings and kept clean during any Building Works.
43. The Owner must repair promptly any damage caused or contributed to by Building 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. The Owner may arrange the repair through the executive committee or Building Manager and the cost will be recharged to the lot.

Repair and Maintenance

44. Where an Owner undertakes any Building Works under this by-law, the Owner of a lot must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.
45. If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

46. Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
 - (d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Building Works.

47. Any loss and/or damage suffered by the Owners Corporation as a result of undertaking the Building Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
48. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works undertaken under this by-law.

Breach of By-law

The Owners Corporation reserves the right to take action against the Owner to replace the Building Works or reinstate the common property affected by the Building Works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach

ANNEXURE 'A'**APPLICATION TO PERFORM BUILDING WORKS****To the Secretary & strata managing agent**

I/We _____ the Owner(s) of Lot _____ hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to perform building works to my/our lot.

1. Detail of Building Work (including estimated value of works for insurance purposes):
.....
.....
2. Name of Contractor
3. Contractor's Licence No.....
4. Architect or other design consultant plans available:: Yes / No. If yes, attach to this form.
5. Details of Contractors All Risks Insurance.....
6. Is Council approval required: Yes / No
7. If Yes, has application been made for Development Approval.....
8. Date works intend to start.....
9. Duration of works.....
10. Drop sheets for lifts required Yes / No
11. I have read Special By-Law No.7 'Building Works' and the building work proposed is:
(a) Non-Structural Works; and / or (b) Structural Works
12. I acknowledge that no Building Works may commence unless approved in writing by the Owners Corporation.
13. I acknowledge that any Building Works may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.

Name Telephone

Address..... Email.....

Signature of Owner/s.....

Date

Date Received by Owners Corporation.....Date Received by Strata Manager

Final date of decision made by Executive Committee.....

Date entered into Lot Register of Building Works by Strata Manager.....

The Secretary of the executive committee may amend this form following a resolution of the executive committee. All owners are to be advised that the form has been amended and a copy of the amended form is to be distributed to owners with the minutes of the executive committee."

(Note: Must use one form for each tradesperson/contractor engaged to undertake Building Works)

Special By-Law 8 – Pool and Clubhouse

Within the common property, the following rules apply:

- 1) No cooking in Clubhouse;
- 2) No smoking;
- 3) No sparklers to be lit;
- 4) Children under 18 are to be accompanied by an adult at all times whilst using the sauna, swimming pool, BBQ or Clubhouse;
- 5) Swimming pool & BBQ operating hours are from 6am to 10pm;
- 6) Whilst using the swimming pool and BBQ noise is to be kept to a minimum. From 10:00pm to 6:00am there is to be no noise;
- 7) Owners must clean (including vacuum clean) the Clubhouse after use at their own expense;
- 8) Owners must clean the BBQ after use and leave it in a suitable state of cleanliness to allow the next user to use it;
- 9) No glass is permitted;
- 10) Only owners, occupiers or people accompanied by owners or occupiers can use the swimming pool, the swimming pool showers and toilets, the sauna, the BBQ or the Clubhouse;
- 11) Clubhouse keys are to be returned to the building manager after use. The Owners Corporation may from time to time set a deposit for the Clubhouse keys and require payment before the keys are released to an owner or occupier;
- 12) No decorations are to be attached to the roof or walls of the Clubhouse or the BBQ area including the fences;
- 13) The fire hose reels are not to be tampered with other than for use as required in an emergency;
- 14) Clubhouse operating hours are from 7am to 10pm; and
- 15) Clubhouse must be pre-booked with the building manager for private use at least 5 days prior to use.
- 16) The Clubhouse may only be used for private purposes at the discretion of the building manager. The Clubhouse cannot be used for any other purpose without the prior written approval of the Owners Corporation.
- 17) A bond which is as determined by the Owner's Corporation from time to time is payable to the strata manager for hire of the Clubhouse. The bond will be returned after any damage has been repaired and any cleaning carried out;
- 18) Where an owner or occupier hires the Clubhouse, the owner or occupier shall inspect the Clubhouse with the Building Manager and agree in writing the condition of the Clubhouse at the commencement of the hire. The owner or occupier hiring the Clubhouse is responsible for the repair of any damage and cleaning.

Special By-Law 9 – Gates to Common Property

- (1) An owner or occupier of a lot adjoining the common property must not, without prior written approval from the Owners Corporation, install any gate from the lot leading to the common property.
- (2) Owners and occupiers must make a written application to the Owners Corporation for consent under this by-law which must contain enough information relating to the plans and specifications to give the Owners Corporation a clear understanding of the works to be carried out.
- (3) The Owners Corporation may, in granting approval under paragraph (1) above, specify any conditions of installation including but not limited to:
 - a) the location of gate in the lot leading on to the common property;
 - b) the materials to be used in constructions of the gate;
 - c) the design of the gate;
 - d) the hanging of the gate;
 - e) the payment of a bond; and
 - f) the reimbursement of expenses of the Owners Corporation in the repair of common property arising from the installation of the gate.
- (4) The gate must be installed by a properly licensed and insured contractor. Suitable evidence of the contractor's license and insurance is to be provided to the Owners Corporation by the owner or occupier prior to commencement of installation.
- (5) The owner will remain liable for the maintenance and repairs to the gate.
- (6) An owner or occupier will reimburse the Owners Corporation for any costs the Owners Corporation reasonably incurs in repairing any damage to common property caused by the installation, operation, maintenance, use or removal of the gate.
- (7) An owner or occupier must provide to the Owners Corporation a bond (the "Bond") on the following terms:
 - a) The amount of the Bond is such amount as is determined by the Owners Corporation from time

to time;

- b) That the owner's corporation must provide details of the method in which the bond is calculated.
- d) The Bond to be paid within 7 days of the Owners Corporation approving the installation of the gate.
- e) The Bond is to be paid to the strata manager.
- f) The Bond will be refunded within 7 days over a period 10 day period i.e. the building manager is to inspect the subject installation and provide the Owners Corporation and the Strata Manager advice that the installation has been completed satisfactorily and in accordance with all conditions of approval under paragraph (2).
- g) Any amount payable by the owner pursuant to paragraph (5) may be deducted from the Bond.

Special By-Law 10 – Electronic Delivery of Notices

1. A document or notice may be served by the Owners Corporation, its secretary or any member of the executive committee on the owner of a lot by electronic mean if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.
2. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive and an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.
3. The owner is responsible for keeping the Strata Manager informed of their current email address.
4. An owner who provides an email address will no longer receive mailed copies of a document or notice, unless required pursuant to the Strata Schemes Management Act 1996.

Special By-Law 11 – Lot 150/Unit 145 – Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Owner" means the owner or owners of lot 150 from time to time of strata plan 11761.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below –
 - (a) Removal of part of the wall between the kitchen and living room area of the lot pursuant to the structural certificate and drawing prepared by Richmond + Ross Pty Ltd dated 25 July 2013, annexed to this by-law and marked "Annexure C";
 - (b) Removal and squaring off of the archways in the hallway area of the lot;
 - (c) Retiling and waterproofing the bathroom walls and floors of the lot;
 - (d) Retiling of the kitchen walls/splash backs and;
 - (e) Installation of floating floors in the hallway and living areas of the lot.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
9. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

10. When carrying out the Improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;

- (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements
11. The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant).

After completing the Improvements

12. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:
- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and
 - (b) any other document reasonably required by the Owners Corporation.

Repair and Maintenance

13. The Owner must, at the Owner's cost:
- (a) properly maintain and keep any common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
 - (d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.
16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
17. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
20. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.