

Lodger Details

Lodger Code 504011J
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ARNCLIFFE 2205
Lodger Box 1W
Email JEFFREYMUELLER@MUELLERS.COM.AU
Reference AM:45687

Land Registry Document Identification

AU465776

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP100107	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100107
Other legal entity

Meeting Date

18/09/2024

Repealed by-law No.

Details By-Laws 3.7, 9.5(vi), 10.11 and 23.4

Added by-law No.

Details By-Laws 8.5, 10.12 and 12.2 and Special By-Laws 1, 2, 3, 4, 5 and 6

Amended by-law No.

Details By-Laws 2, 4.5, 6.1, 8.1, 8.2, 10.5, 11.3, 13, 14.4, 15, 16.3, 17, 18.4, 19.8, 20, 22, 24.3(a) and 25

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP100107

Signer Name JEFFREY STEVEN MUELLER

Signer Organisation PARTNERS OF J S MUELLER & CO

Signer Role PRACTITIONER CERTIFIER

Execution Date 02/10/2024




STRATA PLAN NO. 100107

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 100107 was affixed on 2 October 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name(s): William Morgan
Authority: Strata Manager


A circular seal with the text "THE OWNERS - STRATA PLAN NO. 100107" around the perimeter. In the center, there is a handwritten signature and the word "Seal" written below it.

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1. Definitions & Interpretation

1.1 Definitions

In these by-laws:

approval means the written approval of the **owners corporation** and any other relevant authority (such as **council**) which must be obtained before **you** do anything which requires it

bicycle spaces means that part of the **common property** which is designated in the **strata plan** as being space for the storage of bicycles

buildings means the buildings erected on the **parcel** known as Building A and Building B

by-laws means these by-laws and the **Rules**, where applicable

car space means that part of a **lot** which is noted as "CS" in the **Strata Plan**

common property means that part of the **parcel** not comprised in any **Lot**.

common property facilities includes landscaped areas, **bicycle spaces**, public pedestrian and bicycle through site access and the **recreational facilities**.

council means Ku-ring-gai Council or its successor or the relevant local council concerning the **parcel**.

government agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

guest means anyone who is on the **parcel** with the express or implied consent of an **owner** or **occupier**.

initial owner means the developer of the **buildings**.

law includes any requirement of any statute, rule, regulation, proclamation, ordinance or bylaw, present or future, and whether state, federal or otherwise

lot means a lot in the **strata scheme**

motor vehicle	includes a motor bike, campervan, caravan or trailer
occupier	means any person in lawful occupation of a Lot .
owner	means the registered proprietor of a Lot or a person whose name is entered on the strata roll as the owner of a Lot .
owners corporation	means the owners corporation of the strata scheme
parcel	means the land comprised in the strata plan
recreational facilities	includes the community garden bed areas, play areas and the community barbecue area.
Rules	means rules made from time to time by the owners corporation according to by-law 2.3.
storage area	means that part of a Lot which is noted as "S" in the Strata Plan
Strata Act	means the <i>Strata Schemes Management Act 2015</i>
strata committee	means the strata committee of the owners corporation elected in accordance with the Strata Act .
strata manager	means the strata managing agent appointed by the owners corporation from time to time and includes the employees and contractors of the strata managing agent.
strata plan	means strata plan number 100107
strata scheme	means the strata scheme that came into existence on registration of the strata plan .
visitor car parking space	means that part of the common property which is noted as "V" in the strata plan .
you	means the owner and all of the occupiers of your lot and the term your has a similar connotation.

your lot means the unit and/or car space which **you** own and/or occupy in the **strata scheme**, as well as any other area in the **strata scheme** of which **you** have exclusive use.

1.2 Interpretation

In these **by-laws** unless contrary to the context:

- (a) a word in these **by-laws** which is not defined in these **by-laws** but is defined in the **Strata Act** has the meaning ascribed to that word in the **Strata Act**;
- (b) reference to a person includes an individual, a firm, a body corporate, a partnership, an incorporated association or a **government agency**;
- (c) headings are inserted for convenience of reference only and must be ignored in the interpretation of these **by-laws**;
- (d) a reference to a **law** includes any law amending, consolidating or supplementing that law;
- (e) a reference to one gender includes all other genders;
- (f) the singular includes the plural and vice versa; and
- (g) a reference to a **by-law** includes that **by-law** as amended or replaced by another **by-law**.

2. By-laws and Rules (Amended)

2.1 These **by-laws** govern the management, administration and operations of the **common property** and the **strata scheme** and the control, use and enjoyment of the **lots**, the **common property** and the **strata scheme**.

2.2 The **owners corporation** and each **owner**, **occupier** and **guest** and each person claiming through or under an **owner**, **occupier** or **guest** must comply with these **by-laws** and the **Rules**. Each **owner** and **occupier** must take all reasonable steps to ensure that their tenants and **guests** also comply. If a **guest** of an **owner** or **occupier** does not comply, the **owner** or **occupier** must take all reasonable steps to ensure that the **guest** promptly leaves the **parcel**.

2.3 The **owners corporation** may from time to time make **Rules** or change or add to those **Rules** concerning the security, control, management, operation, use and enjoyment of **lots** and the **common property**.

2.4 If any of the **Rules** is inconsistent with these **by-laws**, then these **by-laws** will prevail to the extent of the inconsistency.

2.5 Each **owner** and **occupier** must comply at all times with the provisions of any covenant, **easement** or right of way affecting the **common property** or the relevant **lot**.

2.6 If an **owner** or **occupier** does not comply with these **by-laws**, in addition to rights that the **owners corporation** may have under the **Strata Act**

- (a) the **owners corporation** may take enforcement action against that **owner** and/or **occupier**,
- (b) the **owners corporation** may carry out rectification work on or in relation to the **lot** of that **owner** or **occupier** including carrying out any work which should have been done by that **owner** or **occupier** but was not done or not done promptly or properly;
- (c) if the **owners corporation** takes action pursuant to **by-law 2.6(b)** above, that **owner** or **occupier** must give the **owners corporation** or its authorised representatives and contractors access to the **lot** without undue delay and pay the **owners corporation** for the cost of doing the work; And
- (d) the **owners corporation** may recover from the **owner** or **occupier** as a debt any reasonable costs the **owners corporation** incurs remedying or arising out of the **owner** or **occupier's** breach of these by-laws and the reasonable expenses the **owners corporation** incurs recovering those costs.

3. Security

3.1 **You** must **not** do, nor allow any **guest** to do, anything which:

- (i) interferes with the structural integrity of either or both of the **buildings** or any part of either or both of the **buildings**;
- (ii) compromises the safety and security of the **buildings**, **your guests**, **owners** and **occupiers** of other parts of the **buildings**, their **guests**, or any other person lawfully using the **common property** or the **buildings**;
- (iii) interferes with the proper functioning of any security system or device, Fire Safety Equipment (as defined in **by-law 18.1**), air conditioning system, telecommunication system or other services provided to the **parcel**; and/or
- (iv) exposes or potentially exposes other people or the **parcel** to danger, harm or damage.

If **you** become aware of anything as described in paragraphs (i) to (iv) above, **you** must immediately notify the **strata manager** or a member of the **strata committee**.

3.2 In **addition** to the **powers** and functions conferred or imposed on the **owners corporation** by the **Strata Act**, the **owners corporation** will have the power and the authority to:

- (i) install and operate on the **common property** audio and visual security cameras and other audio and visual surveillance equipment for the security of the **strata scheme**;

- (ii) close off or restrict by security key access to basement car parking areas or parts of **common property** that are not required to give access to a **lot** on either a temporary or permanent basis;
- (iii) restrict by security key **your** access to levels in the **strata scheme** where **you** do not own or occupy a **lot** or car park or have a right to exclusive use;
- (iv) allow security personnel to use part of **common property** to operate or monitor security of the **strata scheme**. The **owners corporation** may exclude **you** from using these parts of **common property**; and/or
- (v) make agreements with another party (eg the **strata manager**) to exercise its functions under this **by-law**. The agreements may have provisions requiring **owners** to pay the other party an administration fee.

3.3 The **owners corporation** may give **you** a security key if access to parts of the **common property** is only **possible** with the use of security keys. In addition to the powers and functions conferred or imposed on the **owners corporation** by the **Strata Act**, the **owners corporation** will have the power and the authority to charge an **owner** or **occupier**.

- (i) a deposit against loss or replacement of the security keys; and/or
- (ii) for additional security keys issued to an **owner** or **occupier** of a **lot**.

3.4 In relation to security keys **you** must:

- (i) not give or lend **your** security key to anybody who is not an **owner** or **occupier** of a **lot**;
- (ii) comply with the reasonable instructions of the **owners corporation** about security keys and, in particular, instructions about re-coding and returning security keys;
- (iii) take all reasonable steps not to lose security keys and report all lost security keys to the **strata manager** as soon as practicable;
- (iv) pay to the **owners corporation** all costs incurred to re-key or re-code the system if **you** do lose security keys; and
- (v) if **you** lease or license **your lot**, include a requirement in the lease or licence that the tenant or **occupier** comply with the requirements set out in **by-law 3.4** (i), (ii) and (iii) and return security keys to the **owners corporation** when they vacate or no longer occupy the **lot**.

3.5 **Occupiers**, their employees or their contractors will only be issued security keys after written authorisation has **been** received by the **strata manager** from the **owner**, signed by the **owner** or, if the **owner** is a company, signed by an authorised officer of the company. The authorisation must specify the floor, hours, dates and name of the person to be granted access. Security keys may be issued under this by-law with conditions and the **owner** is responsible for ensuring those

conditions are met.

3.6 Keys for access to plant rooms, building risers and areas in the **buildings** other than those accessed with a security key will be issued by the **strata manager** subject to any conditions that may be imposed by the **strata committee**.

4. Storage of hazardous substances (Amended)

4.1 **You** must not without **approval** use or store in **your lot** (including your **storage area**) or in any part of the **buildings**, any inflammable chemical, liquid or gas or other inflammable material, or any explosive, toxic or corrosive material.

4.2 This by-law does not apply to any chemical, liquid, gas 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, provided **you** always keep them in accordance with the **law** and any requirements and guidelines of **government agencies**, and comply with any requirements under or as a consequence of the **owners corporation** insurance policy.

4.3 The **owners corporation** may keep flammable materials on the **common property** for use in connection with the management, operation, cleaning, repairs and maintenance of the **strata scheme**, but only in reasonable quantities, in compliance with applicable **laws** and provided it is stored in an inconspicuous area that is not being used.

4.4 When storing goods or items in **your storage area**, **you** must not obstruct or otherwise interfere with any mechanical ventilation or fire services located in or near that **storage area**.

4.5 **You** must **remedy** any **damage** to **your lot** or other **lots** in the **strata scheme** as a result of **your** non-compliance with this **by-law**. **You** are liable for any damage to **common property** as a result of **your** non-compliance with this **by-law**.

5. Safety devices and affixing decorative items

5.1 Without the **approval** of the **owners corporation**, **you** must not:

- (i) install any locking or other safety or security devices to the entry door of **your lot** additional to the locks or security devices already installed to the entry door; or
- (ii) in addition to the entry door of **your lot**, install any security screen door or other door or barrier to the front entry of **your lot**; or
- (iii) alter or replace any part of the entry door to your **lot**.

5.2 If **approval** of the **owners corporation** is granted to carry out any installation or other work referred to in **by-Law 5.1**, such installation must be carried out properly by qualified and licensed tradespersons and any damage caused to the **common property** or the entry door by them in the course of such installation must be repaired promptly and at **your** cost.

5.3 **You** are responsible for maintaining the installation in **your lot** even if, once installed, they are attached to or become part of the **common property**.

5.4 The **owners corporation** may resolve to limit the types, styles and colours of the devices described in **by-law 5.1** so as to maintain the uniformity and integrity of appearance of the **buildings**.

6 Glass & Interior of Lots (Amended)

6.1 **You** must keep clean all interior surfaces of glass in windows, and the interior and exterior surfaces of glass in doors, on the boundary of **your lot**. The **owners corporation** is responsible for cleaning all exterior surfaces of glass in windows that cannot be accessed by **you** safely or at all.

6.2 The **owners corporation** may resolve to enter into a contract for provision of a glass cleaning service in respect of all other glass surfaces. This by-law does not restrict the **owners corporation** from entering into contracts for any other type of cleaning or other services.

6.3 The **owners corporation** may at any time require **you** at **your** cost, to have the glass in windows and doors tinted in accordance with the window tinting specification required by the **owners corporation**.

6.4 **You** must:

- (i) keep **your lot** clean, tidy and in good repair; and
- (ii) comply with all **laws** affecting **your lot**.

6.5 **You**:

- (i) may install curtains, blinds, louvres, shutters or other window and door treatments on or in **your lot** provided they have an appearance from outside the **lot** which is white (white curtain linings or sheers are an acceptable method of achieving this); and
- (ii) must have **approval** from the **owners corporation** to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified by **by-law 6.5(i)**.

7 Floor coverings

7.1 **You** must ensure that all floor space within **your Lot** is carpeted or otherwise treated so as to prevent transmission of noise from **your lot** which might unreasonably disturb other **owners** and **occupiers**.

7.2 This by-law does not apply to floor space in a lavatory, bathroom, kitchen, laundry, storage room, garage or car space.

7.3 **You** must not in any way interfere with any floor coverings or other acoustic buffers in

your lot.

7.4 **You** must not, without the **approval** of the **owners corporation**, install non-carpeted flooring in **your lot** where carpet previously existed. The **owners corporation** must deal promptly with a request for such **approval** and must not unreasonably refuse to grant such **approval** if it is satisfied that the new flooring will not transmit noise so as to unreasonably disturb other **owners** and **occupiers**.

8 Moving furniture and large objects (Amended)

8.1 **You** must not transport any furniture or large objects through or on **common property** unless **you** have first given at least two business days' notice (or such other period as may be determined by the **owners corporation** from time to time) to the building manager so as to enable the building manager to notify you of the conditions which will apply when **you** transport any such furniture or large objects.

8.2 The **owners corporation** may direct through the building manager that furniture or large objects are to be transported through or on the **common property** in a specified manner and time. **You** must comply with any such direction.

8.3 **You** must, when transporting any furniture or large objects through or on **common property** protect all affected glass, handrails, stairs, carpet, walls, flooring, metal surfaces and paving. **You** indemnify the **owners corporation** for any loss or damage suffered as a result of **you** transporting any furniture or large objects through or on **common property**.

8.4 If after **any** delivery or transportation of any furniture or large objects, the **common property** is dirty or damaged, the **owners corporation** will pay to clean or repair the affected areas and **you** must indemnify the **owners corporation** for the costs of such work.

8.5 The **owners corporation** may recover from you as a debt on demand by giving written notice to **you** any amount for which **you** are liable to indemnify the **owners corporation** under this by-law.

9 Behavior

9.1 **You** must not, nor allow any **guest** to, create any noise or do anything in **your lot** or on the **common property** which is unlawful and/or likely to interfere unreasonably with the use or enjoyment of any other **lot** or **common property** by any other **owner** or **occupier**, their **guests**, or any other person lawfully using the **common property** or a **lot**.

9.2 When on the **common property** **you** must not, nor allow any **guest** to, use language or behave in a manner likely to cause offence, disturbance or embarrassment to the **owner** or **occupier** of another **lot** or to any person lawfully using the **common property** or a **lot**.

9.3 **You** must not, **nor** allow any **guest** to, obstruct lawful use of **common property** or a **lot** by any person except on a temporary and non-recurring basis.

9.4 **You** must not, nor allow any **guest** to, throw anything from any balcony, window, terrace or other part of the **buildings**.

9.5 **You must:**

- (i) take all reasonable actions to ensure **your guests** comply with the **by-laws**;
- (ii) make **your guests** leave the **parcel** if they do not comply with the **by-laws**;
- (iii) take reasonable care about who **you** invite onto the **parcel**;
- (iv) be adequately clothed when on the **common property**;
- (v) do all that is necessary not to violate any **law** when on the **common property**.

10 Motor vehicles and car spaces (Amended)

10.1 A **car space** may only **be used** by the **owner** or **occupier** of the **lot** pertaining to that **car space**.

10.2 **You** must not park or stand any **motor vehicle** on the **common property**, including but not limited to **any** space or area designated as a **visitor car parking space**, except with the **approval** of the **owners corporation**.

10.3 A **guest** must not park or stand any **motor vehicle** on **common property** or **lot** property, **except** with the **approval** of the **owners corporation**, but may park or stand one **motor vehicle** in a designated **visitor car parking space**.

10.4 A **guest** must not **park** or stand any **motor vehicle** in a designated **visitor car parking space** for a continuous period of more than 24 hours, unless there is **approval** from the **owners corporation**.

10.5 **You** or a **guest** must not degrease, oil or carry out any mechanical repairs to a **motor vehicle** on the **parcel** at any time.

10.6 **You** or a **guest must** immediately clean and remove any rubbish, oil or other fluid expelled from a **motor vehicle** onto the **parcel** and must keep **your** car space clean and free of rubbish.

10.7 In addition to the functions conferred or imposed on the **owners corporation** by the **Strata Act**, the **owners corporation** will have the power and the authority to impose a speed limit on the **common property**, impose reasonable restrictions on the use of the **common property** driveways and parking areas, install speed humps and other traffic control devices on the **common property**, install signs about parking and to control traffic on the **common property**. **You** and your **guests** must obey any speed limits and other traffic control devices and all traffic safety management rules made by the **owners corporation**.

10.8 Only registered and operational **motor vehicles** may be parked on the **parcel**, subject to **the** terms of this by-law. No storage of unregistered **motor vehicles** or furniture or any other item other than registered and operational **motor vehicles** is permitted to be parked

or stored in a **car space** on the **parcel**.

10.9 The **owners corporation** is not responsible for anything stolen from or damage to or loss of a **motor vehicle** parked on a **lot** or the **common property** or passing through the **common property**.

10.10 **You** may not lease or license a **car space** to anyone who is not an **owner** or **occupier** in the **strata scheme** or allow anyone else to use a **car space** (other than an **owner**, **occupier** or **your guests**, for casual parking) without the **approval** of the **owners corporation**.

10.11 If **you** do not comply with **your** obligations under this **by-law**, the **owners corporation** may do the things that **you** should have done under this **by-law** but which **you** have not done or have not done properly. The **owners corporation** must give **you** at least 14 days-notice before it does the work. **You** must reimburse the **owners corporation** for its costs of rectifying that non-compliance. The **owners corporation** may recover any costs owed to it by **you** under this **by-law** as a debt.

10.12 If **you** park or stand any **motor vehicle** on the **common property** in contravention of this **by-law**, the **owners corporation** may:

- (a) cause the **motor vehicle** to be moved to another place on **common property** or to the nearest place to which it may be lawfully moved, or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of **common property**;
- (b) issue **you** a notice informing **you** of your breach of this **by-law** and requesting that you comply with this **by-law** by moving or removing the **motor vehicle** from **common property**; and
- (c) recover from **you** as a debt the reasonable costs it incurs taking any action under this **by-law** (including the costs to issue a notice under **by-law** 10.13(b)) and the reasonable expenses it incurs in recovering those costs.

11 Gardens & Landscaping (Amended)

11.1 **You** must not, except with **approval**:

- (a) damage any plant life being part of or situated on **common property**, or
- (b) use for your own purposes any portion of the **common property**.

11.2

- (a) Each **lot** on the **ground** floor of each of the **buildings** has a garden. The **owner** of each such **lot** must keep the garden of the applicable **lot** clean and tidy at all times and must maintain it by regularly mowing the lawn and pruning plants and trees.

- (b) If the **owner** of any such **lot** fails to maintain or service the garden area on that **owner's lot**, the **owners corporation** will have the right to carry out such maintenance and servicing and to charge the **owner** of that **lot** with the reasonable costs thereof and the **owner** of that **lot** must promptly pay such charges.

11.3

- (a) The **owner** of each **lot which** has planter boxes on or within the balcony or courtyard area must at all times keep the planter boxes clean and tidy and must at all times maintain the plants and shrubs in the planter boxes by regularly pruning the plants and shrubs and removing dead or dying plants and shrubs and ensuring that plants do not exceed 500mm in height and must not plant or maintain any trees, plants or shrubs in those planter boxes that are likely to cause damage to the planter boxes.
- (b) If the **owner** of any **such lot fails** to maintain the plants and shrubs in the planter boxes on that **owner's lot**, the **owners corporation** will have the right to carry out such maintenance and to charge the **owner** of that **lot** with the reasonable costs thereof and the **owner** of that **lot** must promptly pay such charges.
- (c) If any of the planter boxes in a **lot** require repair or replacement or if any of the plants and shrubs in the planter boxes in a **lot** require replacement and replanting, the cost of this must be borne by the **owner** of that lot. The **owner** of a lot which has planter boxes is liable for any damage caused to those planter boxes by any trees, plants or shrubs in those planter boxes.

11.4 The **owners corporation** will be **responsible** for the maintenance and servicing of the plants and shrubs in the planter boxes located on the **common property** and of all garden areas on the **common property**.

12. Children

12.1 **You** must not allow any of **your** children or the children of **your guests**:

- (a) to play on the **common property** unless accompanied by an adult exercising effective control; or
- (b) to be or to remain on the **common property** comprising a driveway, car parking area or other area of possible danger or hazard to children.

12.2 The **owners corporation** is not responsible for the safety of **your** children or the children of **your guests** whilst those children are in the **parcel**.

13. Animals (Amended)

13.1 Subject to section 139A of the **Strata Act**, **you** must not, without the prior written approval of the **owners corporation**, keep any animal (except a small caged bird or fish kept in a

secure aquarium on a lot) on a lot or the **common** property.

13.2 Subject to section 139A of the **Strata Act**, **you** must ensure that your guests do not bring any animal to your lot or the **common property** without the prior written approval of the **owners corporation**.

13.3 If **you** want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a **lot**) on a **lot** or the **common property**, **you** must make an application in writing to the **owners corporation** for approval to keep the animal on the **lot** or the **common property**. **Your** application must be made on any pet application form that has been approved by the **owners corporation** and must contain:

- (a) your name, lot number, address and telephone number;
- (b) a description of the animal **you** wish to keep on the **lot** or **common property** including:
 - (i) the type and breed of the animal;
 - (ii) the size of the animal including its current weight and the height and its anticipated weight and height when fully grown;
 - (iii) the age of the animal;
 - (iv) details of the temperament of the animal;
 - (v) (in the case of a cat or dog) details of the registration of the animal with the Local Council and of any microchipping of the animal;
 - (vi) a photograph of the animal;
- (c) (in the case of an application by an **occupier** who is not an **owner**) the written consent of the **owner** of the **lot** to the application;
- (d) any further or other information the **owners corporation** reasonably requires you to provide.

13.4 The **owners corporation** may::

- (a) approve your application for approval to keep an animal on the **lot** or the **common property** (with or without conditions); or
- (b) withhold its approval of the keeping of an animal on the **lot** or the **common property**;

but it must not act unreasonably when doing so.

13.5 **You** must, in **relation** to any animal owned by **you** or in **your** care or control:

- (i) clean up all excrement or refuse left upon the **common property** by the animal;
- (ii) make good, or bear the cost of making good, any damage to **common property**

caused by the animal;

- (iii) bear the liability for damage to or loss of property or injury caused by the animal to any person who is lawfully on the **parcel**;
- (iv) notify the **owners corporation** that the animal is being kept on the **lot** and when the animal is no longer kept on the **lot**;
- (v) keep the animal within your **lot** and ensure that the animal is not kept in and does not remain on the **common property** other than for the purposes of entering or exiting your **lot** via that **common property**;
- (vi) ensure that the animal does not cause a nuisance or hazard to or unreasonably disturb or interfere with the use or enjoyment of the **owner** or **occupier** of another **lot** or any person who is lawfully on the **parcel**;
- (vii) ensure that the animal does not cause any damage to any **lot** or the **common property**;
- (viii) (in the case of a cat or dog) ensure the animal remains at all times registered with the Local Council and microchipped and that its immunizations are kept current;
- (ix) indemnify the **owners corporation** against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out or as a result of the keeping of the animal in your **lot**, anything done by the animal including any injury or damage caused by the animal or any breach of this **by-law** by **you** including any costs the **owners corporation** incurs cleaning any area of **common property** that is soiled by the animal or repairing any damage to the **common property** caused by the animal;
- (x) pay to the **owners corporation** any reasonable amount that is due and payable under the indemnity provided by **you** under the previous sub clause of the **by-law** when requested to by the **owners corporation** (which amount the **owners corporation** may recover from you as a debt);
- (xi) comply with any conditions of approval issued by the **owners corporation** and any laws applicable to the keeping of the animal including the *Companion Animals Act 1998*.

13.6 All **animals** must be on a leash, caged or otherwise contained and under the control of the **owner** or **occupier** when on the **common property** or otherwise not within the **lot** of that **owner** or **occupier**.

13.7 If **you** keep an assistance animal on a **lot you** must, if required to do so by the **owners corporation**, provide one of the following to the **owners corporation** demonstrating that the animal is an assistance animal as referred to in section 9(2) of the *Disability*

Discrimination Act 1992 (Cth):

- (a) evidence the animal holds an accreditation referred to in the *Disability Discrimination Act 1992 (Cth)* under section 9(2)(a) or (b); or
- (b) a statutory declaration verifying the animal has received the training referred to in the *Disability Discrimination Act 1992 (Cth)* pursuant to section 9(2)(c); or
- (c) such other evidence as may be prescribed from time to time in the *Strata Schemes Management Regulation 2016*.

13.8 The **strata committee** has the right at any time to make any decision for and on behalf of the **owners corporation** under this **by-law** including the right to order **you** to remove **your** animal if:

- (i) it becomes offensive, vicious, aggressive, noisy or a nuisance or a danger to persons on the **parcel**; or
- (ii) the animal is a dog and it is considered a dangerous, nuisance or restricted dog under the *Companion Animal Act 1998 (NSW)*.

14. Garbage disposal (Amended)

You must:

14.1 **comply** with any relevant **law** relating to the disposal of any chemical, biological, toxic or other hazardous waste; and

14.2 **subject** to **by-law** 14.1:

- (i) deposit all garbage, recyclable material or waste (in this by-law called **refuse**) in the area or receptacle designated by the **owners corporation** for that purpose;
- (ii) ensure that before refuse is placed in the receptacles provided 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 recycling guidelines of **council** or the **owners corporation**, or in the case of cardboard and paper boxes, flattened; and
- (iii) promptly remove and clean up any refuse which **you** spill or drop.

14.3 not **deposit** or leave any garbage on the **common property**, in an area of **your lot** which is visible from outside **your lot**, or in the **car space** of **your lot**.

14.4 not **dispose** of any chemicals, grease or other toxic substances in the **building's** drainage systems or garbage areas (including the garbage chutes) or 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) and indemnify the

owners corporation against any loss or damage it suffers arising out of **your** breach of this **by-law**.

15. Signage (Amended)

You must not without **approval** affix or exhibit any sign, advertisement, name or notice to or on any part of the **parcel** or any part of **your lot** (including any "for sale" or "for lease" sign) which is visible from outside the **lot** without the prior written approval of the **strata committee**.

16. Disturbance and annoyance (Amended)

16.1 **You** must **not** do, nor allow any **guest** to do, anything in a **lot** or on the **common property** which might cause unreasonable annoyance or disturbance to other **owners** or **occupiers** or **guests** of an **owner** or **occupier**.

16.2 Acts or **omissions** which might cause annoyance or disturbance for the purposes of this **by-law** include as examples but are not limited to:

- (i) Noise likely to be heard outside a **lot**,
- (ii) Dust or dirt which might escape from a lot
- (iii) Vibration or other structural movement which might be felt in another **lot** or on **common property**, or
- (iv) Odours which might be experienced outside a **lot**.

16.3 **You** must **not** do, nor allow any **guests** to do, anything which:

- (i) damages or defaces any part of the **common property** or the **building**;
- (ii) damages or interferes with services to the **building**, such as electricity, gas, water, internet and telecommunications; or
- (iii) alters the appearance of the **common property** or the **building**.

If **you** become aware of any damage, danger or hazard to the **building**, **you** must promptly inform the **strata manager** or a member of the **strata committee**. **You** must take all reasonable steps to ensure that your **guests** do not cause any damage to the **common property**. **You** are liable for any damage that is caused to the **common property** as a result of a breach of this **by-law** by **you**.

16.4 **You** must not **have** in **your lot** anything which is visible from outside the **lot** or which alters the external appearance of the **building** unless it is in keeping with the style and appearance of the **building**.

16.5 **You** must not hang **any** towels, clothing or similar articles for the purpose of drying or airing them on any balcony or from any window of **your lot**.

16.6 **You** must not attach to or hang any aerials or wires from any part of the **common property** or, if it alters the external appearance of the **building** or **your lot**.

16.7 **You** are responsible for ensuring that **your guests** comply with these **by-laws**.

17. Air conditioning and hot water units (Amended)

17.1 This by-law **applies** to any air conditioning unit on the roof of the building that exclusively services your **lot ("services")**. **You** have the exclusive use and enjoyment of those services on the conditions of this **by-law**.

17.2 **You** must, at **your** own cost:

- (i) operate, maintain, repair and, where necessary, replace the services;
- (ii) use reputable licensed contractors to maintain, repair and replace the services;
- (iii) comply with the requirements of **government agencies** about the services;
- (iv) comply with the manufacturer's recommendations about the services;
- (v) repair or replace any part of the **common property** damaged in the installation, use, maintenance, repair, replacement or renewal of the services;
- (vi) obtain the **approval** of the **owners corporation** prior to carrying out any works under this **by-law** which will (or are likely to) impact on the **common property** or the structural integrity of either of the **buildings** or another **lot**; and
- (vii) remove the services if required by the **owners corporation** to maintain, repair or replace **common property**.

18. Fire Safety Equipment (Amended)

18.1 This **by-law** relates to the fire safety installations including but not limited to fire **alarm** and sprinkler systems ("**Fire Safety Equipment**").

18.2 **You** may not carry out any restricted works in relation to the Fire Safety Equipment **except** in accordance with this **by-law**. Restricted works comprise:

- (i) modification, relocation or removal of or addition to any Fire Safety Equipment or any part of it; and
- (ii) any works within **your lot** including but not limited to the installation of any false ceiling or partitioning which may impact adversely on the operation of the Fire Safety Equipment

18.3 **Restricted** works cannot be carried out except:

- (i) with **approval**;
- (ii) after **you** have provided to the **owners corporation** a certificate from an appropriately qualified and experienced specialist consultant approving the works;

- (iii) in accordance with the terms of the certificate; and
- (iv) at **your** cost in all respects including any costs incurred by the **owners corporation** in relation to Fire Safety Equipment whether on **your lot** or on any other **lot** or on the **common property**.

18.4 All **Fire** Safety Equipment in the **buildings** that comprise smoke detectors and alarms are to be maintained by the **owners corporation** in accordance with the latest relevant industry maintenance standards and applicable **law**.

19 Fire alarms and safety (Amended)

19.1 In addition to the functions conferred or imposed on the **owners corporation** by the **Strata Act**, the **owners corporation** will have the power and the authority to require an **owner** or **occupier** of a **lot** to pay the **owners corporation**:

- (a) the amount of any fee charged to the **owners corporation** by a fire safety service provider or NSW Fire Brigades as a result of the activation of a fire alarm on the **common property** or a **lot**, if in the opinion of the **owners corporation** acting reasonably the activation of the fire alarm arose as a result of default on the part of the **owner** or **occupier**,
- (b) the amount of any costs or expenses reasonably incurred by the **owners corporation** in investigating the cause of the activation of a fire alarm on the **common property** or a **lot**, if in the opinion of the **owners corporation** acting reasonably the activation of the fire alarm arose as a result of lack of care on the part of the **owner** or **occupier**, and
- (c) any interest payable on the amounts referred to in **by-law 19.1(a)** and **by-law 19.1(b)**, calculated in accordance with the terms of this by-law.

19.2 For the purpose of this **by-law**, default includes:

- (a) lack of care which includes, but is not limited to, the failure of an **owner** or **occupier** to notify the fire safety service provider that the **owner** or **occupier** is carrying out works to the **lot** or the **common property** or the failure to cover sensors when renovations, repairs or installations are being carried out or when transporting any furniture or large objects through or on **common property** to prevent heat and dust from affecting the sensors; or
- (b) deliberate wrongdoing.

19.3 The **owner** or **occupier** of a **lot** indemnifies the **owners corporation** against any liability, expense or cost arising out of the activation of a fire alarm on the **common property** or a **lot**, if in the opinion of the **owners corporation** acting reasonably the activation of the fire alarm arose as a result of default on the part of the **owner** or **occupier** of the **lot**, including the amount of any costs or expenses reasonably incurred by the **owners corporation** in investigating the cause of the activation of a fire alarm on the **common property** or a **lot**, if the **owners corporation** reasonably concludes as a result of this investigation that the

activation of the fire alarm arose as a result of default on the part of the **owner** or **occupier**.

- 19.4** The **owner** or **occupier** of a **lot** must pay the **owners corporation** any amounts in this by-law within 28 days after the **owners corporation** provides to the **owner** or **occupier** a written request and a **copy** of any invoices or other documentation which substantiate the amount to be paid.
- 19.5** If the **owner** or **occupier** fails to pay the **owners corporation** in accordance with **by-law 19.4**, the sum due will bear interest on a daily **basis** from the date of the request until paid. The rate of interest will be the same as the rate of interest determined pursuant to Section 85 of the **Strata Act**.
- 19.6** The **owners corporation** may recover from an **owner** or **occupier** of a **lot** as a debt any amounts owed to it by the **owner** or **occupier** under the terms of this **by-law**.
- 19.7** The **owners corporation** may make a policy concerning fire safety and evacuation. Such a policy will be **available** from the **strata manager** and must be complied with by **you** and **your guests**.
- 19.8** **You** may not, either temporarily or permanently, put, place or store any items or materials which are or may be combustible, including but not limited to display boards, decorations and furniture, anywhere on or within the following areas of **common property**:
- (a) in the corridors or at the entrance lobby on the ground level of either of the **buildings**;
 - (b) in the **corridors** on any of levels 1 to 4 of *Building A* or *Building B*;
 - (c) in the carpark.

20. Cosmetic Work, Minor and Major Renovations (Amended)

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including cosmetic work, minor renovations and major renovations.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**apartment**” means a lot in the strata scheme,
- (c) “**annexure**” means the annexure to this by-law,
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**common area**” means the common property in the strata scheme,
- (f) “**cosmetic work**” means any work to a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting the interior of your apartment,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes, and
 - (viii) installing or replacing internal blinds and curtains consistent with the building colour scheme,
 - (ix) installing any screen or other device to prevent entry of animals or insects on your apartment consistent with the building colour scheme (ie Woodland Gray),
 - (x) installing any structure or device to prevent harm to children,but cannot include minor renovations or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- (g) “**flooring works**” means removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors,
- (h) “**major renovations**” means any work to an apartment or a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

- (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
- (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
- (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

- (i) **“minor renovations”** means any work to a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

- (i) renovating a kitchen,
- (ii) renovating a bathroom in a manner that does not involve waterproofing,
- (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
- (iv) changing recessed light fittings,
- (v) flooring works,
- (vi) installing or replacing wiring or cabling or power or access points,
- (vii) installing or replacing pipes and ducts,
- (viii) work involving reconfiguring walls in a manner that does not involve structural changes,
- (ix) installing a rainwater tank,
- (x) installing a clothesline,
- (xi) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xii) installing double or triple glazed windows,
- (xiii) installing a heat pump or hot water service, and
- (xiv) installing ceiling insulation,
- (xv) installing an aerial or antenna,
- (xvi) installing a satellite dish with a diameter no greater than 1.5 metres,
- (xvii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (j) **“renovations”** means cosmetic work, minor renovations or major renovations,
- (k) **“strata scheme”** means the strata scheme to which this by-law applies,
- (l) **“you”** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Approval Requirements for Cosmetic Work, Minor Renovations and Major Renovations

3.1 Cosmetic Work

- 3.1.1 You may carry out cosmetic work without the approval of the owners corporation.
- 3.1.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

3.2 Minor Renovations Require Approval

- 3.2.1 You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.
- 3.2.2 If you carry out minor renovations, you must comply with the rules for minor renovations specified in this by-law.

3.3 Major Renovations Require Approval

- 3.3.1 You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.
- 3.3.2 If you carry out major renovations, you must comply with the rules for major renovations specified in this by-law.

4. Approval Process for Minor Renovations and Major Renovations

- 4.1 If you wish to carry out renovations (apart from cosmetic work) you must make an application to the owners corporation in order to seek its approval of the renovations.
- 4.2 The application must be in writing on any application form approved from time to time by the owners corporation or strata committee and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 4.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the renovations,
 - (d) drawings, plans and specifications for the renovations,
 - (e) an estimate of the duration and times of the renovations,
 - (f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

- 4.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if your renovations are major renovations and will involve alterations or additions to a common area.
- 4.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 4.6 The owners corporation may engage a consultant to assist it review your application.
- 4.7 The owners corporation may:
- (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 4.8 If your renovations are major renovations and will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 4.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

5. Conditions for Renovations

5.1 Before the Renovations

5.1.1 Before commencing the renovations (apart from cosmetic work), you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the renovations and a construction certificate for the renovations under the *Environmental Planning and Assessment Act 1979*, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

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

(d) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental effect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve flooring works (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new or exposed floor coverings,

(f) Dilapidation Report

if required by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if required by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation or strata committee,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

5.1.2 If you have not complied with any of the conditions set out in clause 5.1.1 you must not begin the renovations (apart from cosmetic work) and if you have already begun the renovations you must immediately stop them.

5.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used and (apart from cosmetic work) by appropriately qualified and licensed contractors,

(b) Quality of Renovations

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

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times, apart from cosmetic work which may also be carried out between the hours of 9.00am – 3.00pm on Sundays (not including public holidays),

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard or on another conspicuous part of the common property near the entrance to the building before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations (apart from cosmetic work) are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

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

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials and Work on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls and floors leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations (apart from cosmetic work) structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard or on another conspicuous part of the common property near the entrance to the building before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations (apart from cosmetic work) on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to Renovations

not vary the renovations (apart from cosmetic work) without obtaining the prior written approval of the owners corporation,

(t) Costs of Renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations (apart from cosmetic work).

5.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations (apart from cosmetic work) have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations (apart from cosmetic work) on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations (apart from cosmetic work) and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations (apart from cosmetic work) have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations (apart from cosmetic work) have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved flooring works (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

5.4 Enduring Obligations

You must:

(a) Maintenance of Renovations

properly maintain the renovations to your apartment or to a common area in the building in connection with your apartment (apart from major renovations to a common area in the building in connection with your apartment) and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations (apart from major renovations to a common area in the building in connection with your apartment),

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the renovations involved floor works (apart from in a laundry, lavatory or bathroom), ensure that the new or exposed floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment,

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

6. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations (apart from cosmetic work), or
- (b) cleaning any part of the common area as a result of the renovations (apart from cosmetic work),

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations (apart from cosmetic work) have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

7. Breach of this By-Law

7.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

7.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

8. Common Property Rights By-Law

8.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

8.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 4.8.

9. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

10. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

11. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

12. Decision of Owners Corporation not to Maintain Cosmetic Work and Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any cosmetic work or minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such cosmetic work or minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

13. Savings and Transitional Provisions

To avoid doubt:

- (a) By-Law 20 – Renovations – Alterations and Additions to Lots and/or Common Property in the form in which it existed at the time it was registered with Strata Plan No. 100107 will continue to apply to any Work done prior to the amendment of that by-law that renamed the by-law By-Law 20 – Cosmetic Work, Minor and Major Renovations; and
- (b) By-Law 20 – Cosmetic Work, Minor and Major Renovations will apply to any renovations done after the amendment of By-Law 20 that renamed the by-law By-Law 20 – Cosmetic Work, Minor and Major Renovation.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108, 141 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot ...)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Renovations By-Law**” means By-Law No. 20 – Cosmetic Work, Minor and Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Renovations By-Law will apply to the Major Renovations.

- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

21. Notice board and service of notices

- 21.1 The **owners corporation** does not have to keep or maintain a notice board.
- 21.2 Each **owner** must endeavour to provide to the **owners corporation** a current email address for the service of notices.
- 21.3 A notice or **document** may be served on the **owner** by electronic means if the **owners corporation** has an email address for that **owner**. A notice or document served by electronic means is taken to have been served on the recipient on the business day after the notice or document is sent unless the sender receives notice that the email containing the notice or document has not been delivered or was not deliverable to that email address of the recipient

22. Bicycle Storage & Use (Amended)

- 22.1 An **owner** or **occupier**
 - (a) must not store, keep or leave any bicycle on any part of the **common property** other than the **bicycle areas** or such other area as may be designated from time to time by the **owners corporation** for the storage of bicycles and must ensure that the **guest** of the **owner** or **occupier** does not do so; and
 - (b) must not ride any bicycle on any footpath or other area in the **common property**.

23. Work Carried Out by Owners Corporation

- 23.1 The **owners corporation** may gain access to, and do anything on or in, a **lot**:
 - (a) which is permitted by the **Strata Act**, the **law** or these **by-laws** to be done;
 - (b) which should have been done under these **by-laws** but has not been done or has not been done properly or completely;
 - (c) to gain access to the **common property** or any service installation or facility for the purpose of cleaning, maintenance or repair;

- (d) to carry out an inspection of the service installations or facilities in the **lot** including the fire sprinklers, smoke detectors and air-conditioning system; or
- (e) to discharge or give effect to the obligations of the **owners corporation** to repair and maintain the **parcel**.

23.2 Prior to exercising its rights pursuant to **by-law 23.1**:

- (a) the **owners corporation** must give reasonable advance notice to the **owner** or **occupier** whose **lot** the **owners corporation** is to enter, except in the case of an emergency when no advance notice is required; and
- (b) the **owners corporation** must use reasonable endeavours to cause as little inconvenience as is practicable to the **owner** or **occupier** affected.

23.3 In exercising its rights under **by-law 23.1**, the **owners corporation** is entitled to have its consultants, representatives and workmen enter and remain on the **lot** for as long as is reasonably necessary.

24. Restrictions on Use of Lots (Amended)

24.1 A **lot** may only be used as a single residential dwelling for occupation by the **owner** or **occupier** of that **lot**.

24.2 No **owner** or **occupier** may use his or her **lot** or permit his or her **lot** to be used:

- (a) in any manner other than as permitted by the applicable development consent granted by a competent authority;
- (b) for any unlawful purpose;
- (c) or any purpose which brings or is likely to bring the **buildings** or the **owners corporation** into disrepute; or
- (d) for any commercial or business purpose including backpackers accommodation, service apartment or tourist accommodation.

24.3

- (a) If an **owner** or **occupier** changes or intends to change the existing use of a **Lot** that **owner** or **occupier** must notify the **owners corporation** at least 7 days before that change of use.
- (b) If the **change** of use by an **owner** or **occupier** of a **Lot** results in an increase in the premium payable for any or all of the insurances effected by the **owners corporation** for the **strata scheme**, the **owner** of the relevant **lot** must pay to the **owners corporation** that increase in premium within 10 days after written notice from the **owners corporation**.

25. Use of Common Property Facilities (Amended)

25.1 The **owners corporation** will administer the **common property facilities** on and behalf of all **owners** and **occupiers**.

25.2 The **owners corporation** may make **Rules** regarding the use of the **common property facilities** which:

- (a) ensure that an adult exercising effective control accompanies children under 18 who are in their care when the children use the **recreational facilities**;
- (b) prohibit glass (e.g. drinking glasses) or sharp objects being brought in or onto the **recreational facilities**;
- (c) prohibit any person from doing anything that might be dangerous when using the **recreational facilities**; and
- (d) require that parties must not make noise or behave in a way that might or does interfere with the use and enjoyment of the **recreational facilities** by another **owner** or **occupier**,
- (e) restrict and secure access to the **common property facilities**;
- (f) implement a booking or roster system for the use of the **recreational facilities**;
- (g) permit **owners** or **occupiers** to use the **recreational facilities** for functions (including a fee) to the exclusion of other **owners** and **occupiers** during the function; and
- (h) temporarily suspend access to or close the **recreational facilities**

The **owners corporation** may post the **Rules** regarding the use of the **common property facilities** in or near the applicable areas.

25.3 The **owners corporation** may **impose** such conditions on the use of the **recreational facilities** as it determines to be reasonable.

25.4 **Your** right to use the **common property facilities** is conditional on **you** complying (and ensuring **your** visitors comply) with any rules or conditions of use imposed by the **owners corporation** on use of the **common property facilities** from time to time. If **you** fail to comply with those rules, the **owners corporation** may suspend your right to use the **common property facilities**.

Barbeque-Area

25.5 **You**, and **your guests**, must not use the barbeque area on **common property** at any time except between 9.00am to 9.00pm.

25.6 **You**, and **your guests**, must ensure that any children for whom you are responsible are adequately supervised at all times when in the barbeque area on

common property.

25.7 **You**, and **your guests**, must not bring into or consume alcohol in the barbeque area on **common property**.

25.8 **You**, and **your guests**, must clean and turn off the barbeques in the barbeque area on **common property** immediately after use.

Special By-Law No. 1 - Prohibiting Illegal Uses and Restricting Short-Term Rental Accommodation Arrangements (Added)

1. Introduction

- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose.
- (2) This by-law also:
 - (a) prohibits you from using your residential lot, or allowing your residential lot to be used, for the purposes of a short-term rental arrangement where the lot is not your principal place of residence; and
 - (b) contains rules you must obey if your residential lot is your principal place of residence and is used for the purposes of a short-term rental arrangement.
- (3) You must comply with this by-law.
- (4) If you do not comply with this by-law the owners corporation may take action against you.
- (5) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2. Definitions

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
 - (a) **“Act”** means the *Fair Trading Act 1987*;
 - (b) **“bond”** means the sum of \$1,000.00 or such other reasonable amount determined from time to time by the owners corporation;
 - (c) **“code of conduct”** means any code of conduct declared under section 54B of the Act or the Regulations as a code of conduct applying to short-term rental accommodation industry participants;
 - (d) **“Council”** means Ku-ring-gai Council;
 - (e) **“expenses”** means any cost or expense incurred by the owners corporation arising out of or as a result of the use of a lot for the purposes of a short-term rental accommodation arrangement including:
 - (i) cleaning costs;
 - (ii) costs to repair common property;
 - (iii) fees charged by a security contractor;
 - (iv) strata managing agent’s costs;
 - (f) **“guest list”** means a list of any guests who from time to time use a residential lot pursuant to a short-term rental accommodation arrangement and which includes the names, addresses and mobile telephone numbers of those guests and the dates between which those guests occupy the residential lot pursuant to the short-term rental accommodation arrangement;
 - (g) **“guests”** means any persons who occupy a residential lot pursuant to short-term rental accommodation arrangement;
 - (h) **“insurance”** means a policy of insurance in respect of damage to property, death or bodily injury for which you could become liable in damages arising out of the occupation or use of your residential lot for the purposes of a short-term rental accommodation arrangement for a cover of not less than \$10,000,000 for each event in respect of which any claim or claims may be made;
 - (i) **“lawful short-term rental accommodation arrangement”** means a short-term rental accommodation arrangement that is not prohibited under this by-law;
 - (j) **“LEP”** means *Ku-ring-gai Local Environmental Plan 2015* including any amendment of it and any planning instrument replacing it;

- (k) “**lot**” means a lot in the strata scheme and, where the context permits, includes part of a lot such as a bedroom;
 - (l) “**Regulations**” means any regulations made under the Act;
 - (m) “**residential lot**” means a residential lot in the strata scheme;
 - (n) “**short-term rental accommodation arrangement**” means a commercial arrangement for giving a person the right to occupy a residential lot for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the Regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement;
 - (o) “**Strata Act**” means the *Strata Schemes Management Act 2015*;
 - (p) “**strata scheme**” means the strata scheme to which this by-law applies; and
 - (q) “**you**” means an owner, occupier or lessee of a lot.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
 - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
 - (c) words importing the singular number include the plural and vice versa;
 - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (e) any expression used in this by-law and which is defined in the Act or Strata Act will have the same meaning as that expression has in that Act or Strata Act unless a contrary intention is expressed in this by-law;
 - (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
 - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

4. Use of Residential Lots as Domiciles

You must ensure that your residential lot is only used as a permanent dwelling or domicile unless your residential lot is lawfully able to be used for another purpose, or you obtain approval of an authority including the Council for your residential lot to be used for another purpose, in which case your residential lot may be used for that other purpose.

5. Prohibiting Short-Term Rental Accommodation Arrangements

- (1) You must not use your residential lot, or allow your residential lot to be used, for the purposes of a short-term rental accommodation arrangement if the residential lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the residential lot.
- (2) You must take all reasonable steps to ensure that your residential lot is not used for the purposes of a short-term rental accommodation arrangement if the residential lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the residential lot.

6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb or Stayz for any use which is prohibited by this by-law.

7. Permissible Short-Term Rental Accommodation Arrangements

Nothing in this by-law operates to prevent a residential lot being used or advertised for the purposes of a short-term rental accommodation arrangement if the residential lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the residential lot.

8. Evidence of Principal Place of Residence

You must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that your residential lot is your principal place of residence or the principal place of residence of the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the residential lot.

9. Bond

- (1) Before using your residential lot, or allowing your residential lot to be used, for the purposes of a lawful short-term rental accommodation arrangement, you must pay a bond to the owners corporation.
- (2) The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards its expenses including:
 - (a) cleaning any part of the common property that is soiled or made dirty by your guest;
 - (b) repairing any damage caused to the common property by your guest;
 - (c) any fees charged to the owners corporation by any agent or contractor because of the use of your residential lot for the purposes of a lawful short-term rental accommodation arrangement including fees charged by a:
 - (i) building manager;
 - (ii) security contractor;
 - (iii) strata managing agent.
- (3) If the owners corporation uses the bond or any part of it in accordance with this by-law then (when requested to do so by the owners corporation) you must top up the bond to its full amount.
- (4) The owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation (and it is the case) that your residential lot is no longer used for the purposes of a lawful short-term rental accommodation arrangement.

10. Insurance

- (1) Before using your residential lot, or allowing your residential lot to be used, for the purposes of a lawful short-term rental accommodation arrangement, you must ensure that the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the residential lot has obtained insurance.
- (2) If you use your residential lot, or allow your residential lot to be used, for the purposes of a lawful short-term rental accommodation arrangement, you must ensure that insurance is in place.
- (3) You must give the owners corporation a copy of a certificate of currency for any insurance required under this by-law with respect to your residential lot when requested to do so by the owners corporation.

11. Guest List

- (1) If you use your residential lot, or allow your residential lot to be used, for the purposes of a lawful short term rental accommodation arrangement, you must:
 - (a) keep a guest list for your residential lot;

- (b) ensure that the guest list for your residential lot is kept up to date.
- (2) You must give the owners corporation a copy of the guest list for your residential lot when requested to do so by the owners corporation.

12. Rules for Short-Term Rental Accommodation Arrangements

- (1) You must take all reasonable steps to ensure that any guests who use your residential lot for the purposes of a lawful short-term rental accommodation arrangement:
 - (a) **(nuisance)** do not cause a nuisance to, or disturb the peaceful enjoyment of, the owner or occupier of another lot or any person on common property;
 - (b) **(noise)** do not create any noise in your residential lot or on the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person on common property;
 - (c) **(smoking)** do not smoke in your residential lot or on the common property if smoking is prohibited in either area under the by-laws applicable to the strata scheme and, if smoking is permitted in your residential lot, that smoke caused by the smoking of guests in your residential lot does not penetrate to the common property or any other lot;
 - (d) **(fire safety)** do not do anything in your residential lot or on the common property that is likely to affect the operation of safety devices in strata scheme or reduce the level of fire safety in the apartments or common property;
 - (e) **(security)** do not do anything to compromise or prejudice the security of the strata scheme;
 - (f) **(damage)** do not damage or cause any damage to common property;
 - (g) **(services)** do not use any equipment or services in the strata scheme for any purpose other than the purpose for which they are designed or intended to be used;
 - (h) **(garbage)** dispose of garbage, waste and recyclable materials in accordance with the by-laws and any reasonable directions of the owners corporation.
- (2) If you are a guest, you must not do or omit to do any of the things identified in the previous clause of this by-law.

13. Compliance with Code of Conduct and Laws

- (1) You must comply with the code of conduct to the extent that it applies to you if your residential lot is used for the purposes of a lawful short-term rental accommodation arrangement.
- (2) You must ensure that your residential lot is registered on the register established under clause 102C of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* if your lot is used for the purposes of a lawful short-term rental accommodation arrangement.
- (3) You must comply with all laws applicable to your residential lot or take all reasonable steps to ensure that any person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy your residential lot complies with all laws application to the lot (including fire safety laws in the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*) if your lot is used for the purposes of a lawful short-term rental accommodation arrangement.
- (4) Nothing in this clause gives you the right to use your residential lot, or allow your residential lot to be used, for the purposes of a short-term rental accommodation arrangement if the use of your lot for those purposes is prohibited by this by-law.

14. Indemnity

You must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of your residential lot for the purposes of a lawful short term rental accommodation arrangement or any breach of this by-law by you.

15. Rules for Guests

- (1) You must provide your guests with a copy of the by-laws that are applicable to the strata scheme including this by-law before or as soon as reasonably practicable after your guests commence using your residential lot for the purposes of a lawful short-term rental accommodation arrangement.
- (2) If you are a guest, you must comply with the by-laws that are applicable to the strata scheme to the extent that the by-laws are applicable to you.

Special By-Law No. 2 - Rules & Recovery of Costs by Owners Corporation (Added)

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 “**by-laws**” means any by-laws in force in respect of the strata scheme;
- 2.2 “**cleaning costs**” means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 “**demand**” means a written demand from us to you;
- 2.4 “**denial of access**” means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;
- 2.5 “**denial of access costs**” means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 “**expenses**” means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, remedy expenses and repair costs;
- 2.7 “**false alarm**” means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 “**false alarm expenses**” means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 “**fire alarm**” means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;
- 2.10 “**insurance increase**” means an amount equal to any increase in an insurance premium, or any insurance excess, payable by us arising out of anything done by you, or arising out of anything not done by you, for example in circumstances where you have failed to comply with, or perform your obligations under, a by-law;
- 2.11 “**interest**” means interest payable on expenses in accordance with this by-law;
- 2.12 “**invitee**” includes a guest or contractor;
- 2.13 “**key**” means any key or electronic fob to access the strata scheme or your lot;
- 2.14 “**key charges**” means any cost or expense incurred by us issuing you with a replacement key;
- 2.15 “**lot**” means a lot in the strata scheme;
- 2.16 “**occupier**” means a person in occupation of a lot and includes a tenant;
- 2.17 “**owner**” means an owner of a lot;

- 2.18 “**recovery costs**” means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent’s costs and legal costs on an indemnity basis;
- 2.19 “**remedy expenses**” means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant’s costs;
- 2.20 “**repair costs**” means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.21 “**Strata Act**” means the *Strata Schemes Management Act 2015*;
- 2.22 “**strata scheme**” means the strata scheme to which this by-law applies;
- 2.23 “**us**” or “**we**” means the owners corporation; and
- 2.24 “**you**” means an owner or occupier.

3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do anything that causes an insurance premium payable by us to increase or us to incur an insurance increase.
- 4.7 You must not cause a denial of access.
- 4.8 You must not lose a key.

5. General Obligations

- 5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.
- 5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

Special By-Law No. 3 – Responsibility for Tenants and Invitees (Added)

1. Introduction

This by-law imposes on the owner of a lot a duty to take all reasonable steps to ensure that the occupiers and lessees of the lot and the invitees of the owner comply with the by-laws. This by-law also imposes on the occupier and lessee of a lot a duty to take all reasonable steps to ensure that the invitees of the occupier and lessee comply with the by-laws.

2. Definitions

In this by-law:

“**by-laws**” means the by-laws applicable to the strata scheme from time to time;

“**invitee**” includes a guest, visitor or contractor of an owner or occupier;

“**lessee**” includes a tenant of a lot;

“**lot**” means any lot in the strata scheme;

“**occupier**” means any person in occupation of a lot;

“**owner**” means an owner of a lot;

“**strata scheme**” means the strata scheme to which this by-law applies.

3. Owners Responsible for Tenants

- (1) An owner of a lot must take all reasonable steps to ensure that any occupier or lessee of the lot complies with the by-laws.
- (2) An owner of a lot must also take all reasonable steps available to the owner against any occupier or lessee of the lot including action under any lease, residential tenancy agreement or licence agreement in respect of the lot to ensure that the occupier or lessee of the lot complies with the by-laws.

4. Owners Responsible for Invitees

- (1) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner complies with the by-laws when on a lot or the common property.
- (2) An owner of a lot must take all reasonable steps to ensure that any invitee of the owner who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

5. Occupiers Responsible for Invitees

- (1) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee complies with the by-laws when on a lot or the common property.
- (2) An occupier or lessee of a lot must take all reasonable steps to ensure that any invitee of the occupier or lessee who does not comply with any of the by-laws when on a lot or the common property leaves the strata scheme as soon as possible.

Special By-Law No. 4 – Restricting Charging of Electric Items (E-Bikes and E-Scooters) (Added)

1. Introduction

This by-law prohibits you from charging electric items such as electric bicycles and electric scooters in your lot or on the common property without the prior written approval of the owners corporation.

2. Definitions

In this by-law:

- (a) “**electric items**” means any chargeable or rechargeable electric item including (but not limited to) electric scooters, electric bicycles, electric hoverboards and the like (but excluding electric vehicles, watches, e-readers, mobile phones, tablets, computers and similar devices);
- (b) “**electric charger**” means the device used to charge electric items;
- (c) “**lot**” means any lot in the strata scheme including a car space or garage that is or forms part of a lot;
- (d) “**occupier**” means an occupier of a lot and includes a tenant in occupation of a lot;
- (e) “**owner**” means an owner of a lot;
- (f) “**you**” means an owner or occupier.

3. Restriction on Electric Charging

- 3.1 You must not charge any electric items in a lot or on the common property without the prior written approval of the owners corporation.
- 3.2 If you want to charge any electric items in a lot or on the common property you must make a written application to the owners corporation to seek its written approval to do so.
- 3.3 Your application must include:
 - (a) your name, lot number and address;
 - (b) details of the electric items that you want to charge including their make and model;
 - (c) details of the battery for the electric items that you want to charge including the make, model and capacity of the battery;
 - (c) details of the electric charger you will use to charge the electric items including its make, model and capacity;
 - (d) details of the location in which you will charge the electric items;
 - (e) details of the steps you will take to minimise or eliminate the risk of the use of the electric charger or the charging of the electric items causing a fire.
- 3.4 The owners corporation may request that you provide further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.5 The owners corporation may:

- (a) approve with or without conditions; or
- (b) withhold approval of;

your application for its written approval to charge electric items in a lot or on common property but it must not act unreasonably when doing so.

3.6 You must comply with any conditions of approval issued by the owners corporation in relation to your application for its written approval to charge electric items in a lot or on common property.

3.7 If you obtain the written approval of the owners corporation to charge any electric items in a lot or on the common property, you must:

- (a) **(Australian Standards)** ensure that the electric items and any battery and electric charger for them comply with all applicable Australian Standards and make those electric items and any battery and electric charger for them available for inspection by a nominated representative of the owners corporation (which may be the electrical contractor of the owners corporation) when requested to in order to verify your compliance with this condition;
- (b) **(safety)** ensure that the electric charger is used in a safe manner and does not cause any risks to the health or safety of any person including an owner or occupier of a lot or any person on the common property;
- (c) **(compliance with manufacturers' instructions)** comply with the instructions of the manufacturer of the electric charger and the electric items and the batteries for them with respect to the use of the electric charger and the charging of the electric items respectively;
- (d) **(fire safety)** not do anything or permit another person to do anything on a lot or the common property when using an electric charger or charging electric items that reduces the level of fire safety in the lots or common property and take all reasonable steps to ensure that the use of the electric charger, or the charging of an electric item, does not cause a fire;
- (e) **(location for charging)** not use an electric charger or charge any electric devices except in a location approved of by the owners corporation;
- (f) **(power point)** use the electric charger or charge electric items only from a suitably installed and functioning power point;
- (g) **(monitoring charging)** when using an electric charger or charging an electric item, periodically monitor the charging of the electric item to ensure it is charging correctly and disconnect the electric charger from the electric item when the electric item is fully charged;
- (h) **(times for charging)** only use an electric charger or charge electric items during daylight hours (unless the owners corporation waives the requirement for you comply with this condition in writing – the owners corporation must not unreasonably refuse to waive that requirement);

- (i) **(no overloading)** ensure that the use of the electric charger does not overload the electricity supply of the building or disrupt or interfere with the electricity supply to any of the lots or the common property;
- (j) **(compatibility of electric charger)** ensure that the electric charger is compatible with all components of the electricity infrastructure in the building including any load management system and any electric items for which it is used;
- (k) **(preventing damage)** ensure that use of the electric charger does not cause any damage to any of the electricity infrastructure in, or any other part of, the building;
- (l) **(general indemnity)** indemnify and keep indemnified the owners corporation and the owners and occupiers of the other lots against all actions, proceedings, claims, demands, costs, damages, loss and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of the electric charger or the charging of the electric items or your breach of this by-law including as a result of a fire arising out of the use of the electric charger;
- (m) **(indemnity for electricity costs)** indemnify and keep indemnified the owners corporation against all costs, damages, loss and expenses which maybe incurred by the owners corporation arising out of the use of the electric charger or the charging of the electric items by you or by a person on your behalf including the cost of any electricity used by the electric charger or as a result of the charging of the electric items by you or on your behalf;
- (n) **(payment of indemnified costs)** comply with your obligation to indemnify the owners corporation under this by-law and pay or reimburse the owners corporation for the amount for which you are liable under that indemnity within 14 days of being requested to by the owners corporation in writing;
- (o) **(compliance with laws)** comply with all laws and the reasonable directions of the owners corporation, the Local Council, Fire and Rescue NSW and any other authority with jurisdiction over the strata scheme concerning the use of the electric charger or the charging of the electric items.

4. **Strata Committee**

The strata committee may exercise any of the functions of the owners corporation under this by-law.

Special By-Law No. 5 – Prohibiting Smoking (Added)

- (1) An owner or occupier of a lot must not smoke tobacco or any other substance or vape in a lot or on the common property.
- (2) An owner or occupier of a lot must ensure that any invitee or guest of the owner or occupier does not smoke tobacco or any other substance or vape in a lot or on the common property.
- (3) An owner of a lot who leases the lot must take all reasonable steps to ensure that any tenant or lessee of the lot does not smoke tobacco or any other substance or vape in the lot or on the common property.
- (4) In this by-law:
 - (a) **common property** includes common property inside the building such as corridors and foyers and common property outside the building including any external pathways and gardens;
 - (b) **lot** includes internal areas of a lot and any external areas of a lot such as a balcony, courtyard or terrace.

Special By-Law No. 6 – Occupancy Limits (Added)

1. Introduction

This by-law limits the number of adults who may reside in your lot. You must comply with this by-law.

2. Definitions

In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015* and any Act amending it or replacing it;

"**adults**" means any persons 18 years of age or older but does not include excluded adults;

"**bedroom**" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval for the strata scheme;

"**excluded adults**" means (where all of the adults who reside in a lot are related to each other) any adults who are related to each other;

"**lot**" means any lot in the strata scheme;

"**related to each other**" means related to each other within the meaning of clause 36 of the Regulation,

"**Regulation**" means the *Strata Schemes Management Regulation 2016* and any Regulation amending it or replacing it;

"**strata scheme**" means the strata scheme based on a Strata Plan No. 100107 and any consolidation or subdivision thereof;

"**you**" means the owner, occupier or lessee of a lot.

3. Occupancy Limits

3.1 You must ensure that your lot is not occupied by more than two adults per bedroom in your lot.

3.2 If you are an owner, you must take all reasonable steps to ensure that the occupiers and lessees of your lot comply with clause 3.1 of this by-law.

3.3 This by-law is subject to section 137(3) of the Act.

The seal of The Owners - Strata Plan No. 100107 was affixed on 2 October 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:



Name(s):

William Morgan

Authority:

Strata Manager



Approved Form 10

Created 2016

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 100107 was affixed on **2 October 2024** in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: **William Morgan** Authority: **Strata Manager**



Signature: Name: Authority:

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

**Strata Schemes Management Act 2015
Real Property Act 1900**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP100107	
(B) LODGED BY	Document Collection Box Name Company JS Mueller & Co Address 1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail Customer Account Number	CODE CH Contact Number 02 9562 1266 Reference 45687

- (C) The Owner-Strata Plan No. 100107 certify that a special resolution was passed on 18/9/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. By-Laws 3.7, 9.5 (vi), 10.11 and 23.4
Added by-law No. By-Laws 8.5, 10.12 and 12.2 and Special By-Laws 1, 2, 3, 4, 5 and 6
Amended by-law No. By-Laws 2, 4.5, 6.1, 8.1, 8.2, 10.5, 11.3, 13, 14.4, 15, 16.3, 17, 18.4, 19.8, 20, 22, 24.3(a) and 25
as fully set out below :
See Annexure "A" hereto

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 100107 was affixed on **2 October 2024** in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: **William Morgan**
Authority: **Strata Manager**
Signature: _____
Name: _____
Authority: _____

