

STRATA SCHEME 69922

CONSOLIDATED BY-LAWS

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Schedule 1 Model By-laws
Strata Schemes Management Regulations 1997

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
 - (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
 - (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects OR the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
 - (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
 - (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.
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6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

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

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
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- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

Option A

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or

the common property.

- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Special By-Law No 1 - Signage

The Letting Agent may, at the Letting Agent's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales services of the Letting Agent, subject to the prior consent of the Owners Corporation, which will not be unreasonably withheld.

Special By-Law No 2 - Interference with Letting Agent

The owner or occupier of a lot must not:

Interfere with or obstruct the caretaker and letting agent from performing the caretaker's/letting agent's duties under the Agreements; or interfere with or obstruct the caretaker and letting agent from using any part of the common property designated by the Owners Corporation for use by the caretaker/letting agent.

Special By-Law No 3 - Restriction on Competition with Letting Agent

The owner or occupier of every lot except lot 1 must not on any lot or the common property of the scheme conduct or participate in the conduct of:

- the business of a letting agent; or
- the business of a pooled rent agency; or any other business activity that is either:
- an activity identical or substantially identical with any of the services relating to the management, control and administration of the scheme;
- an activity identical or substantially identical with any of the services relating to the letting of Lots by the letting agent.

Special By-Law No 4 -Alteration/Addition/ Renovation to A Lot

Subject to the consent of the Owners Corporation or the Strata Committee's (if appointed), the owner of a lot (current & future) is permitted to carry out an alteration, renovation or addition to their lot or to common property in accordance with the following conditions:

- Alterations, renovations or additions to a lot or common property are defined by but not limited to Section 108, 109 and 110 of the Strata Schemes Management Act 2015 and Section 28 of the Strata Schemes Management Regulation 2016.
- Alterations, renovations or additions to a lot or common property are to be carried out by a fully licensed and insured tradesperson when required.
- Alterations, renovations or additions to a lot or common property are to be carried out to the relevant Australian Standards, any other applicable standards and Council regulations and approval where Council consent is required.
- Following the completion of the alteration, renovation or addition to a lot or common property whereby the work involved waterproofing and or structural changes where the use of an engineer was required, the lot owner is required to provide the Owners Corporation with a copy of any warranties or reports for the work undertaken.
- Alterations, renovations or additions to a lot or common property are to be carried out in accordance with the details specified in the application approved by the Strata Scheme.
- The owner of a lot owner (current & future) is responsible for all costs relating to and associated with the purchase of materials, construction work, installation, replacement, repair and maintenance of any alteration, renovation or addition to a lot or common property and the reinstatement of common property after an alteration, renovation or addition to a lot or common property has been removed.
- If the alteration, renovation or addition relates to the appearance of the lot or common property, the lot owner must maintain the alteration, renovation or addition to a standard that is deemed satisfactory to the Owners Corporation and or the Strata Committee (if appointed). The Owners Corporation retains the right to instruct and enforce the lot owner (current and future) to repair, replace or remove the alteration, renovation or addition to a lot or common property if deemed necessary.
- That the lot owner must repair any damage caused to common property which may occur during the construction, installation, repair and maintenance, replacement and or removal of the alteration, renovation or addition to a lot or common property and the reinstatement of common property.
- At the commencement of the approved work, the lot owner (current & future) is taken to have indemnified the Strata Scheme against any liability or expense that would not have been incurred if the alteration, renovation or addition to a lot or common property, had not taken place.
- Subject to specific details relating to an alteration, renovation or addition to a lot or common property, the Owners Corporation and or Strata Committee (if appointed) may impose additional conditions on the lot owner (current & future) specifically relating to the work to be undertaken.

Any alterations, renovations or additions that were carried out to a lot or common property by a lot owner (past & current) with or without the Strata Schemes consent, excluding any previous work where an existing by-law currently applies, shall be the responsibility of the lot owner (current and future) in accordance with the

abovementioned conditions.

Special By-Law No 5 - Smoke Penetration

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

Special By-Law No 6 - Burning Devices & BBQ's

No wood or charcoal burning device of any type are permitted to be used anywhere in the building including owners lots and common areas.

The only barbeques permitted to be used in common areas are the electric barbeques installed by the Body Corporate. Electric and gas barbeques can be used on lot balconies but not internally within a lot.'

Special By-Law No 7 - Flyscreens

The repair, maintenance and replacement of all flyscreens, flyscreen doors and flyscreen door rollers are the responsibility of individual owners effective from 10 July 2018.

Special By-Law No 8 - Clothes Drying

The use of appropriate clothes airers are not permitted on balconies facing Manning Street. The drying of towels or clothes over all balcony railings in all areas is prohibited at all times.

Special By-Law No 9 - Basement Lots

No person shall allow any object or vehicle to be placed in another owner's basement car parking lot without the permission of the lot owner. No person shall permit water or any other material or liquid to enter the storage cage of any lot owner.

Special By-law No 10- Common Property By Law

That the Owners Corporation grants the Caretakers and the Letting Managers the right to exclusive use the common areas known as the gymnasium, the small storage area adjacent to the gymnasium, pump room and pool pump room without charge, until 15th November, 2023 or until the lawful termination of the Caretaking and Letting Agreements, whichever occurs at the earlier date.

Special By-Law No 11- Exclusions to Body Corporate Repairs and Maintenance Responsibilities By Law

That all Lot Owners are responsible for repairs and maintenance to all security doors and internal garage doors in the basement. All internal tiles in a lot, excluding balconies, installed prior to and after registration of this bylaw shall be the responsibility of the current and subsequent proprietors of the Lot and that all repairs to showers, flooring, internal tiled areas including waterproofing in the bathrooms are not covered by the Owners Corporation. All repairs, maintenance and replacement of these items will be at the Lot owners expense. This excludes anything covered by an insurable event under a claim by the Owners Corporation Insurance Policy. Tiles and waterproofing on balcony areas remain the responsibility of the Owners Corporation.