

CONSOLIDATED BY-LAWS

The Owners – Strata Plan 71545

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By-Law 1 Noise

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

By-Law 2 Parking on and Access over Common Property

- (1)** An owner or occupier of a lot must not park or stand any vehicle on common property including, without limitation, any car spaces set aside as visitor parking.
- (2)** An owner or occupier of a lot must not permit any visitor to their lot to park or stand any vehicle on common property other than in an area marked as visitor parking and then for a maximum period of one day in each calendar month unless the executive committee of the owners corporation has, on the application of an owner or occupier, approved in writing the parking by the visitor in visitor parking for a longer period.
- (3)** An owner or occupier of a lot must not park or stand any vehicle in the car space of another lot, or permit any visitor to their lot to do so, without the prior permission of the owner or occupier of that other lot.
- (4)** An owner or occupier of a lot must not bring or keep any vehicle in their lot or on common property if that vehicle is leaking oil, petrol, diesel, brake, clutch or other hydraulic fluid or any other fluid and must not permit any visitor to their lot or the common property to do so.
- (5)** An owner or occupier of a lot who breaches clause (4) of this by-law, or permits a visitor to their lot or the common property to breach clause (4), is liable for the costs of removing any oil, petrol, diesel, brake, clutch or other hydraulic fluid or any other fluid from the common property and cleaning up any residue or staining caused by that leaking and that owner or occupier must reimburse the owners corporation all of those costs.
- (6)** Every owner and occupier of a lot must comply, and ensure that visitors to their lots comply, in all respects with this by-law.
- (7)** The owners corporation may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking and to preserve the security of the building:
 - (a)** install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on common property;
 - (b)** install signage on the common property in or about the car parking areas of the strata scheme advising of the effect of this by-law including, without limitation, that vehicles parked on common property in breach of this by-law may be wheel-clamped;
 - (c)** install signage on the common property regulating the ingress and egress of vehicles to and from the building and grounds of the strata scheme;
 - (d)** establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the strata scheme including:

- the make and registration number of the vehicle;
 - the name of the owner or occupier who owner or uses the motor vehicle
 - the lot number and contact details of the owners or occupier;
 - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
- (e)** take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on common property and/or preserve the security of the building.
- (8)** If an owner or occupier of a lot in the strata scheme parks or stands any vehicle owned by that person on common property in breach of this by-law:
- (a)** if the owners corporation has appointed a building manager, caretaker or security personnel or the owners corporation uses the services of such persons by arrangement with the Community Association, including any estate manager appointed by the Community Association (each of whom are included in the term "Building Manager"), the Building Manager may, without reference to the executive committee, give a notice; or
- (b)** if there is no Building Manager, the executive committee (acting reasonably) may by resolution determine that a notice be given, to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the owners corporation may take action in respect of the vehicle as provided in this by-law (Notice of Breach).
- (9)** The Notice of Breach given under clause (5) must:
- (a)** be in writing;
- (b)** be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c)** if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on common property in breach of this by-law;
- (d)** advise that if the owner or occupier fails to remove the said vehicle parked or standing on common property in breach of this by-law or parks or stands the said vehicle on common property repeatedly or persistently in breach of this by-law, the owners corporation may affix a wheel clamping device to that vehicle; and
- (e)** advise that a fee not exceeding \$200 may be charged by the owners corporation for removal of the wheel clamping device.
- (10)** If an owner or occupier of a lot in the strata scheme is given a Notice of Breach under this by-law, that owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on common property in breach of this by-law.
- (11)** If a Notice of Breach is given under this by-law to an owner or occupier of a lot and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a

wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on common property in breach of this by-law.

- (12)** The signage installed by the owners corporation under clause (7) warning that vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- (13)** Every owner and occupier of a lot in the strata scheme consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on common property in breach of this by-law.
- (14)** None of the executive committee of the owners corporation, any member thereof, the strata managing agent, any Building Manager and any person acting under the instructions of the executive committee of the owners corporation in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on common property in the strata scheme or repeatedly or persistently parks or stands a vehicle on common property in the strata scheme in breach of this by-law after a Notice of Breach is given.
- (15)** Each member of the executive committee, the strata managing agent, any Building Manager and every person acting under the instruction of the executive committee of the owners corporation in accordance with this by-law are hereby indemnified by the owners corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- (16)** For the avoidance of doubt, the Building Manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- (17)** Nothing in this by-law operates to restrict or prevent the owners corporation from making application to the Local Court for an order authorising the owners corporation to dispose of any vehicle left on common property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- (18)** This by-law must be read in conjunction with and not in derogation of by-law 24 in the Community Management Statement and if and to the extent that there is any conflict or consistency between this by-law and by-law 24 in the Community Management Statement, by-law 24 in the Community Management Statement shall prevail.
- (19)** The obligations of an owner under clause (S) to reimburse the owners corporation are in addition to and not in substitution for their obligations as the owner of a lot in the strata scheme, in particular, the obligations of owners under Part 3 of the Act to make contributions to the administrative and sinking funds.

- (20)** If an owner or occupier of a lot does not reimburse the owners corporation for the costs incurred in rectifying damage to the common property as provided in clause (5) within one month after the date on which that reimbursement payment is due:
- (a)** the amount claimed by the owners corporation will bear simple interest at the same rate as is applicable to contributions unpaid under section 79(2) of the Strata Schemes Management Act 1996 (the "Act", which reference includes any Act, regulation or provision thereof amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and
 - (b)** the owners corporation may recover the principal sum, any and all interest thereon and all of the costs of recovery from the defaulting owner or occupier as a debt due; and
 - (c)** the owners corporation may include reference to any such debt on notices under section 109 of the Act.

By-Law 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.

By-Law 4 Damage to Lawns and Plants on Common Property

- (a)** An owner or occupier of a lot must not:
 - (1)** damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (2)** use for his or her own purposes as a garden any portion of common property.

By-Law 5 Damage to Common Property

- (a)** 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 common property except with the written approval of the owner's corporation.
- (b)** An approval given by the owner's corporation under sub clause (a) cannot authorise any additions to common property.
- (c)** This by-law does not prevent an owner or person authorised by an owner from installing:
 - (1)** any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot,
 - (2)** any screen or other device to prevent entry of animals or insects on the lot,
 - (3)** any structure or device to prevent harm to children,
 - (4)** any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (d)** 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.

- (e) Despite section 62 of the Strata Schemes Management Act 1996 ("Act"), the owner or occupier of a lot must:
- (1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (c) that forms part of common property and that services the lot, and
 - (2) repair any damage caused to any part of common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (c) that forms part of common property and that services the lot.

By-Law 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.

By-Law 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 had 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.

By-Law 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.

By-Law 9 Depositing Rubbish and Other Material on Common Property

An owner or occupier of a lot must not deposit or throw on common property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on common property for this purpose.

By-Law 10 Washing, Curtains

An owner or occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the estate manager;
- (b) without the consent of the responsible person permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its lot;
- (c) park vehicles on association property in breach of community management statement by-law 24;
- (d) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the owner's corporation.

By-Law 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 properly, unless:

- (a) the owner's 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.

By-Law 12 Storage of Inflammable Liquids and Other Substances and Materials

- (a) An owner or occupier of a lot must not, except with the prior written approval of the owner's corporation, use or store on the lot or on common property any inflammable chemical, liquid or gas or other inflammable material in quantity exceeding one litre.
- (b) 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.

By-Law 13 Moving Furniture and Other Objects on or through common Property

- (a) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless at least 24 hours notice has first been given to the estate manager.
- (b) An owner's corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on common property (whether in the building or not) in a specified manner.

By-Law 14 Floor Coverings

Part A: Introduction:

- (1) The purpose of this By-Law is to regulate the installation of flooring other than carpet and underlay. The By-Law establishes a regime under which the Owners may approach the Owners Corporation for permission to install Hard Surface Flooring.
- (2) The By-Law provides that approval for certain types of Hard Surface Flooring may necessitate the passage and registration of a specific Section 52 By-Law.
- (3) The By-Law also provides that if Hard Surface Flooring is installed within a Lot, the Owner of that Lot is responsible for the maintenance and repairs of such flooring.
- (4) The terms of this By-Law are to be read in conjunction with the terms of By-Law 14 "floor coverings" registered with the Strata Plan.

Part B: Definitions:

In this By-Law:

- (1) **"5 Star Rating"** means the 5 Star Rating of the Association of Australian Acoustical Consultants (AAAC), or such other standard as amends or enhances that rating from time to time, namely:
 - (a) Airborne Sound Insulation of not less than $DnT,w + Ctr = 50$, and
 - (b) Impact Sound Isolation of not more than $LnT,w = 45$
- (2) **"Hard Surface Flooring"** means any flooring material that is not carpet or other soft covering
- (3) **"Council"** means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979
- (4) **"Section 52 By-Law"** means a By-Law made under and in accordance with Chapter Parts Division 4 of the Strata Schemes Management Act 1996.

Part C: Interpretation:

- (1) In this By-Law, words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
- (2) All parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

Part D: Terms:

- (1) No Hard Surface Flooring may be installed that does not have at least S Star Rating.
- (2) The Owner of a Lot must not install, attach or affix any Hard Surface Flooring to serve his Lot, or allow such Hard Surface Flooring to be installed (attached or affixed) or kept, except in compliance with the following terms and conditions.

Part E: Terms & Conditions New Installations:

- (1) Prior to installing any Hard Surface Flooring, the Owner must:
 - (a) obtain the written approval of the Owners Corporation to the proposed location, style, design and type of the Hard Surface Flooring, the method of installation and connection or construction and the steps taken to address noise transmission, and
 - (b) provide evidence that the proposal has been designed by an accredited Acoustic Consultant accredited by the AAAC and will have sound insulation performance of at least 5 Star Rating.
- (2) In determining its approval under the terms of this By-Law, the Owners Corporation will consider the nature of the Hard Surface Flooring, the effect of the installation on the occupants of adjacent Lots, the details of acoustic treatment and the responsibility for ongoing maintenance and repairs and may, as a condition of the approval, require a Motion for a Section 52 By-Law be placed before a General Meeting of the Owners Corporation.

- (3) Should the approval require an Extraordinary General Meeting of the Owners Corporation to be held, any cost associated with the arrangements of such a meeting will be the responsibility of the lot owner requesting the approval to install the Hard Surface Floor covering.
- (4) In performing the installation or construction, the Owner must by themselves, their agents, servants and contractors, comply with all conditions and requirements of the Council comply with the Building Code of Australia and all pertinent Australian Standards and comply with the terms of approval given by the Owners Corporation under this By-Law.
- (5) After completion of the installation, the Owner must provide certification by an Acoustic Consultant accredited by the AAAC that in-situ testing of the installation has been conducted and results confirm the installation has achieved sound insulation performance at least S Star Rating. The report of those results is to be provided to the Owners Corporation.

Part F: Keeping the Hard Surface Flooring:

- (1) The Owner must maintain the Hard Surface Flooring in a state of good and serviceable repair and must renew or replace it when necessary to maintain the 5 star rating.
- (2) The Owner must maintain those areas of the common property that represent a point of contact between the installation of the Hard Surface Flooring and the common property.
- (3) The Owner at his cost must repair any damage to the common property or the property of the Owner or occupier of another Lot occurring in the installation, maintenance, replacement, repairs or renewal of any Hard Surface Flooring.
- (4) The Owner must indemnify the Owners Corporation and the Owners or occupiers of other Lots against:
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of the Hard Surface Flooring, that would not have been incurred if the Hard Surface Flooring had not been installed or constructed, and
 - (b) any liability under Section 65(6) of the Strata Schemes Management Act 1996, for damage to the Hard Surface Flooring consequent upon the Owners Corporation performing work to the common property.
- (5) If the Owner fails to carry out his obligations under this By-Law, after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996, to carry out the work and recover the costs from the Owner as a debt.
- (6) The Owner may remove any Hard Surface Flooring, but must do so at his expense and in a workmanlike manner. The Owner must ensure that after any Hard Surface Flooring is removed, the common property is restored.

- (7) For the purpose of this By-Law, any Hard Surface Flooring shall remain the property of the Owner of the Lot installing it or the Owner of the Lot served by it, whether or not the Owner installed it.
- (8) If any Flooring installation Works were undertaken by an Owner, with or without the Owners Corporation's approval, before the registration of this by-law and no special by-law had been made then any provisions in this by-law concerning repair and maintenance and ability and indemnity will also apply to those flooring Works.

Part G Complaint Administration and Protocol:

- (1) Any complaints are to be made to the Lot owner and the Executive committee and copied to the managing agent.
- (2) If a complaint is made to the Owners Corporation relating to excessive noise from a lot with hard surface floor coverings and no in-situ testing has been conducted resulting in certification by an Acoustic Consultant accredited by the AAAC that the installation achieves sound insulation performance of at least 5 star rating in the last 5 years. The Owners Corporation will arrange for a test to be conducted by an Acoustic Consultant accredited by the AAAC.
- (3) The Owner of the lot receiving the complaint will need to provide access for such testing within 30 days of the complaint being made
- (4) The cost associated with this testing will be passed onto the lot owner as per the following:
 - (a) If the test shows a resulting compliance to 5 stars or above, the cost of the test and report will be borne by the lot owner making the complaint and will be added to their levies, the amount being due immediately.
 - (b) If the test shows a resulting compliance less than 5 star the cost of the test and report will be borne by the lot owner receiving the complaint and will be added to their levies, the amount being due immediately.

If the test shows a resulting compliance less than 5 star, the Lot owner receiving the complaint will be required to have a rectification plan to bring it up to 5 star or above agreed with the Owners Corporation within 30 days of the report being presented.

By-Law 15 Garbage Disposal

- (a) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (1) must maintain such receptacles within the lot, or on such part of common property as may be authorised by the owner's corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (2) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, security 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

- (3) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designed for that purpose by the owner's corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (4) 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 (1),
 - (5) must not place any thing in the receptacles of the owner or occupier of another lot except with the permission of that owner or occupier, and
 - (6) must promptly remove any thing which the owner, occupier of 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.
- (b) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (1) 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
 - (2) 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.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the building other than on days specified by Auburn Council for the collection of the same.
- (d) If there is any inconsistency between the terms of this by-law and any consent authority requirements, the consent authority requirements will prevail.

By-Law 16 Keeping of Animals

- (a) By-law 16 (b) applies to all persons who entered into a contract to purchase a lot in the strata scheme before 1 June 2002 and brought an animal onto the estate to reside with the purchaser within one month after the purchaser completed its contract to purchase.
- (b) A proprietor of any strata lot within the community parcel (and any tenant of that proprietor) may not keep any animal other than:
 - (1) one small cat or one small dog (other than an excluded dog); and/or
 - (2) one cage of birds; and/or
 - (3) one tank of fish on its lot.
- (c) By-law 16 (d) applies to all persons other than those to whom by-law 16 (b) applies.
- (d) An owner or occupier may not keep on its lot any animal other than:
 - (1) one small caged bird; and/or
 - (2) one small tank of fish

- (e) A proprietor of a lot who brings an animal on to any other part of the community parcel must ensure that:
 - (1) the animal is at all times kept under control; and
 - (2) when on any other part of the community parcel the animal is accompanied by the proprietor.
- (f) Where a proprietor brings an animal onto the community parcel, the proprietor is:
 - (1) liable to all proprietors and other persons lawfully on the community parcel for any noise which is disturbing to an extent which is unreasonable and any damage to or loss of property or injury to any person caused by the animal;
 - (2) responsible for cleaning up after the animal has occupied or used any part of the community parcel and must ensure that there remains no excretion or any offensive odour on that part of the community parcel occupied or used by the animal.
- (g) Nothing in this by-law over rides the operation of the Companion Animals Act.

By-Law 17 Appearance of Lot

The owner or occupier of a lot must not, except with the prior written approval of the owner's 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.

By-Law 18 Change in Use of Lot to be Notified

- (a) An occupier of a lot must notify the owner's corporation if the occupier uses the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the use results in a hazardous activity being carried out on the lot, or results in the lot being used for non residential purposes).
- (b) An owner of a lot used for non residential purposes must pay for the costs of any increase in insurance premiums for the strata scheme due to the use of any lot or lots in the strata scheme for non residential purposes. Such costs must be apportioned equally between the owners of lots used for non residential purposes.

By-Law 19 Fire Safety

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

By-Law 20 Prevention of Hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using common property.

By-Law 21 Provision of Amenities or Services

- (a)** The owner's corporation acknowledges and agrees with the provisions of by law 14 of the community management statement and without limiting the generality of the foregoing, the owner's corporation hereby irrevocably appoints:
 - (1)** the community association to act on its behalf in contracting out services, pursuant to by-law 14.3; and
 - (2)** the responsible person as its attorney to sign on its behalf any contract referred to in by-law 14.3.
- (b)** Without limiting by-law 21(a) an owner of a lot used for non residential purposes must pay for the costs of any services and/or amenities in relation to garbage, waste and recycling services or any other services provided to any such part of the common property which may be designated by the owner's corporation for garbage, recyclable material or waste collection. Such costs must be apportioned equally between the owners of lots used for non residential purposes.

By-Law 22 Selling and Leasing Activities

- (a)** The original owner may on common property and any lot owned by the original owner:
 - (1)** maintain selling and leasing offices and facilities;
 - (2)** maintain signs in connection with those selling and leasing activities; and
 - (3)** conduct selling, leasing and auction activities.
- (b)** No other owner or occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without owner's corporation approval.

By-Law 23 Security Keys

- (a)** If relevant, the estate manager will issue security keys to the owner of a lot.
- (b)** The owner of a lot may not duplicate or copy the key.
- (c)** If the owner of a lot has damaged, lost or had its security key stolen, then the owner must immediately notify the estate manager which will replace the key at the cost of the owner.
- (d)** The owner of a lot will return any security key to the estate manager immediately on request.

By-Law 24 Community Management Statement

- (a)** The community management statement contains by-laws which affect the strata scheme.
- (b)** The owner and the owner's corporation must comply with the community management statement.
- (c)** If there is any inconsistency between the terms of the community management statement and these by-laws, the community management statement will prevail.
- (d)** A breach of the by-laws contained in the community management statement amounts to a breach of these by-laws.

By-Law 25 Signage

- (a)** An owner or occupier may not display signage of any type (including, without limit, real estate sale or leasing signs) in locations visible outside its lot.
- (b)** This by-law does not prevent an owner or person authorised by an owner from installing any sign to advertise the non residential activities of the occupier of the lot if:
 - (1)** the owner's corporation has specified locations for such signs and that sign is installed in the specified locations;
 - (2)** the responsible person has approved such signs and that sign is installed in compliance with the terms and conditions of such approval; and
 - (3)** such signs have been approved by the consent authority (if necessary).
- (c)** For any signs installed pursuant to by-law 25(b) the owner must:
 - (1)** properly maintain and, where necessary, replace the signs;
 - (2)** repair damage to common property caused by the exercise of rights under by-law 25(b); and
 - (3)** indemnify the owner's corporation against all claims and liability caused by exercising rights under by-law 25(b).

By-Law 26 Air Conditioning

- (a)** An owner, occupier or the owner's corporation must not install or maintain on a lot or common property any air conditioning unit other than of a type or style approved by the owners corporation and with a power rating, noise rating and in a location directed by the responsible person.
- (b)** An owner of a Lot will have a right of exclusive use and enjoyment of that part of the common property required in order to install and keep an air-conditioning unit ("unit") to serve his lot.
- (c)** The owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the owners corporation. If the owner decides to replace or renew the unit, the owner must inform the owners corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal,
- (d)** The owner must, at his cost and within 7 days of being notified of the damage, repair any damage to the common property occurring during the installation, maintenance, replacement, repair, renewal or usage of the unit or any modification or addition to the unit.
- (e)** If the owner does not repair the damage in accordance with by-law 26(d), the owners corporation is authorised to repair the damage on behalf of the owner and the owner indemnifies the owners corporation against all liabilities and expenses it incurs by doing so.
- (f)** The owner must indemnify the owners corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g)** The unit always remains the property of the owner of the lot and does not become common property or come under the ownership of the owners corporation at any time.

- (h) Where any air conditioning system is installed for the benefit of an individual lot before registration of the strata plan, the owner of the individual lot is liable for all costs of maintaining and operating that system. The owner of that individual lot will be granted a right of exclusive use in accordance with paragraph (b) above and must comply with paragraphs (c), (d) and (f).
- (i) Pursuant to paragraph (a) Owners Corporation provide consent to an owner installing and maintaining, on its lot, on any one terrace or balcony, not more than two of the following models of air conditioning units, specified below or alternatively an air conditioner with similar power, star and noise ratings as those models listed below. In all instances the condenser must be located on the floor of the apartment balcony out of sight from other apartments:

Make	Daikin Spilt System Inverter	Daikin Spilt System Inverter	Fujitsu Spilt System Inverter	Fujitsu Spilt System Inverter
Model	FTXS50	FTXS60	ASTA18LCC	ASTA24LCC
Power Rating	5kw cooling 5.8kw heating	6kw cooling 7kw heating	5.2kw cooling 6.25kw heating	7.4kw cooling 8.5kw heating
Star Rating	4.5	4	5	5
Noise Rating	EPA Sound power level 64dBA	EPA Sound power level 64dBA	EPA Sound power level 68dBA	EPA Sound power level 68dBA

By-Law 27 Controls on Hours of Operation and Use of Facilities

- (a) The responsible person may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
- (1) that nonresidential activities may be conducted on a lot or common property only during certain times;
 - (2) that facilities situated on the common property may be used only during certain times or on certain conditions;
 - (3) that deliveries to or from a lot or lots are to be transported through or on common property only during certain times or on certain conditions.
- (b) An owner or occupier of a lot must comply with a determination referred to in by-law 27(a).

By-Law 28 Car Parking

- (a) An owner or occupier of a lot must not enclose a car parking space unless the car space satisfies the requirements of AS2890. An owner or occupier must use an enclosure car space for the parking of vehicles and not for the sole purpose of domestic storage.
- (b) An owner or occupier of a lot or any invitee or visitor must not park a vehicle in any car space marked for disabled parking unless legally entitled to do so.

By-Law 29 Open Service Area

An owner or occupier of a lot must use the open service area located on Level 1 for the purposes of car cleaning and washing. An owner or occupier of a lot must not clean or wash a vehicle in any other area of the lot or the common property other than the open service area.

By-Law 30 Deliveries

All deliveries to and from the lot are to be conducted from vehicles standing within the designated loading areas and not on access driveways, car parking spaces or landscaped areas.

By-Law 31 Pathways

The owners corporation will ensure that all publicly accessible pathways are lit to a standard that satisfies all relevant Australian standards and will be provided to satisfy peak evening demand. The owners corporation will install and maintain timer switches to ensure that the lighting is only available at relevant times.

By-Law 32 Disabled Access

The owners corporation will ensure that access, facilities and car parking for people with disabilities are provided on the common property at all times in accordance with the relevant provisions of the Building Code of Australia and Australian standards.

By-Law 33 Definitions

"association property" means lot 1 in the community plan and all items of infrastructure and may come to include the additional areas referred to in by-law 5 of the community management statement.

"community management statement" means the community management statement registered with the community plan.

"community parcel" means the land the subject of the community scheme constituted on registration of the community plan.

"community plan" means the deposited plan creating a community scheme to which the strata scheme is subject.

"consent authority" means any authority with building and development consent power in respect of the community parcel.

"estate manager" means the entity which is contracted to carry out estate management services pursuant to by-law 14 of the community management statement.

"excluded dog" means:

- (a)** a pit bull terrier;
- (b)** an American pit bull terrier;

- (c) a dogo argentino;
- (d) a Japanese tosa;
- (e) any other outcross;
- (f) any dog prohibited from importation into Australia by the Commonwealth government; and
- (g) an unregistered or dangerous dog under legislation.

"**responsible person**" means the responsible person as defined in the community management statement.

By-Law 34 Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, with limitation persons taking by novation and assign; and
- (d) headings are for convenience and do not effect the interpretation of these by-laws.
- (e) Unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

Special By-Law 1 - Service of documents on owner of Lot by Owners Corporation

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

Special By-Law 2 - Car Park Storage

An owner of a lot may not install a storage unit within a car space serving his lot except according to the conditions and stipulations set out in this by-law.

In this by-law storage unit includes all ancillary fixtures and fittings.

Conditions and Stipulations:

- (1) The storage unit must be designed as an enclosed, lockable storage unit.
- (2) Before starting the installation of the storage unit, the owner must:
 - (i) obtain the written approval of the owners corporation (which may not be withheld unreasonably) to the specifications of the proposed storage unit, including its design, dimensions, materials and colour, and its proposed position and method of installation;
 - (ii) obtain the written approval of the owners corporation (which may not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

- (3)** In installing the storage unit, the owner must:
 - (i)** ensure that the storage unit is installed in a proper and skilful manner, and in compliance with the manufacturer's specifications, by a duly licensed contractor;
 - (ii)** comply with the Building Code of Australia and all pertinent Australian Standards;
 - (iii)** not obstruct nor allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas or any other lot of the strata scheme;
 - (iv)** comply with any reasonable requirement of the owners corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
 - (v)** ensure that the storage unit is located in a position where applicable and possible so that its back is against a wall within the airspace of the lot.
 - (vi)** carry out the works between 9.00 am and 5.00 pm on Monday to Friday (inclusive) only, excluding public holidays.
- (4)** Subject to any extension necessitated by reasons beyond his control, the owner must complete the works within two weeks of commencement.
- (5)** The owner must not store any item, substance or material in the storage units, which is inflammable, dangerous, explosive or noxious. This condition does not restrict the keeping of an item, substance or material used or intended to be used for ordinary domestic purposes.
- (6)** The owner must maintain the storage unit in a state of good and serviceable repair and appearance, and must remove it whenever necessary.
- (7)** The owner must make good any disrepair of the common property or any other lot occurring as a result of the installation, maintenance, repair or removal of the storage unit.
- (8)** The owner must indemnify the owners corporation against any liability that it would not have incurred but for the installation, maintenance, repair or removal of the unit, including any liability under section 65(6) of the Strata Schemes Management Act 1996.
- (9)** The owner, at his own expense, must comply with any order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the storage unit.

Special By-Law 3 - Minor Renovations by owners - delegation of functions

- (a)** Specially resolves in accordance with Section 141(1) of the Strata Schemes Management Act 2015 (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141{2}(a) of the Strata Schemes Management Act 2015 (NSW):

Within the meaning of section 110(6)(b) of the Strata Schemes Management Act 2015 (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

- (b)** Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

Special By-Law 4 – Services and Equipment

- (1)** This is a by-law made under section 143 of the Act. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.
- (2)** On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over the, Air-Conditioning System, Ventilation Systems, Exhaust Fans and intercom handset which exclusively services his lot:
- (3)** Each Owner must, at the cost of the Owner:
 - (a)** maintain, repair and, where necessary, replace the, Air-Conditioning System, Ventilation Systems, Exhaust Fans and Intercom handset which exclusively services his lot;
 - (b)** use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) to maintain, repair and replace the Air-Conditioning System, Ventilation Systems, Exhaust Fans and Intercom handset which exclusively services his lot;
 - (c)** comply with the requirements of Government Agencies about Air-Conditioning
 - (d)** System, Ventilation Systems, Exhaust Fans and Intercom handset.
 - (e)** repair damage caused to common property caused by exercising rights under this by-law; and
 - (f)** Indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.
 - (g)** Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.