

# **LINLEY COVE**

(Strata Scheme 18756)

## Registered By-Laws

September 2014

**By-Laws 1 to 4 – Repealed and replaced****By-Law 5 – Noise**

A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

**By-Law 6 – Damage to common property**

A proprietor or occupier of a lot shall not mark, paint, drive or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Body Corporate, but this By-Law does not prevent a proprietor or person authorised by him from installing:

- a) any locking or other safety device for protection of his lot against intruders; and
- b) any screen or other device to prevent the entry of animals or insects upon his lot,

subject to the locking or safety device or the screen or other device, as the case may be, being installed in a tradesman like manner and subject to its appearance, after it has been installed, being in keeping with the appearance of the rest of the building.

**By-Law 7 – Alteration to common property**

- 7.1 Any alteration made to common property or any fixture or fitting attached to common property by any proprietor or occupier of a lot shall unless otherwise provided by resolution of a general meeting or of a meeting of the Council, be maintained in a state of good and serviceable repair by the proprietor for the time being of the lot PROVIDED that nothing in this By-Law shall be of any obligation to obtain the approval of the Body Corporate to any such alteration or attachment shall not be affected.
- 7.2 Any consent or approval given by the Body Corporate pursuant to this By-Law may be given subject to conditions, including a condition evidenced by minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates shall be responsible for compliance with the terms of such consent or approval.

**By-Law 8 – Notice of Alteration to Lot**

The proprietor of a lot shall not alter the structure of the lot without giving to the Body Corporate, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

**By-Law 9 – Obstruction of Common Property**

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

**By-Law 10 – Gardens and Lawns**

A proprietor or occupier of a lot shall not:

- a) damage or interfere with any lawn, garden, tree, shrub, plant, flower or landscaped area being part of or situated upon common property inside or outside the building except with the approval in writing of the Body Corporate;
- b) use of his own purposes as a garden any portion of the common property; or
- c) water any lawn, garden or plant being part of or situated upon the common property except with the approval in writing of the Body Corporate.

**By-Law 11 – Behaviour of Residents**

A proprietor or occupier of a lot when upon common property shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

**By-Law 12 – Compensation for Damage**

A proprietor or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such proprietor or the occupiers of the lot or their respective tenants or invitees.

**By-Law 13 – Peaceful Enjoyment of Residents**

A proprietor or occupier of a lot shall not entertain his invitees upon any part of the common property in such a way as to cause a nuisance or inconvenience to any other proprietor or occupier or so as to unreasonably interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

**By-Law 14 – Observance of By-Laws by Guests**

A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees observe the spirit of the By-Laws, and in the event of his inability for any reason to ensure such observance by any invitee he shall thereupon ensure that such invitee leaves the parcel.

**By-Law 15 – Behaviour of Guests**

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

**By-Law 16 – Compliance by Lessees/Licensees**

A proprietor of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under such lease or

licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provision of the By-Laws.

#### **By-Law 17 – Children on Common Property**

A proprietor or occupier of a lot shall not permit any child of whom he has direct or indirect control to play upon common property within the building, or, unless accompanied by an adult exercising effective and responsible control, to be or to remain upon common property compromising carparking areas, roadways, rockeries, retaining walls or other areas of possible danger to children, and shall not climb upon any traverse any retaining walls or enter upon any rockeries.

#### **By-Law 18 – Drying of Laundry Items**

A proprietor or occupier of a lot shall not, except with the consent in writing of the Body Corporate, 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 Body Corporate for the purpose and then only for a reasonable period.

#### **By-Law 19 – Cleaning of Windows, etc.**

A proprietor or occupier of a lot shall keep clean all glass in windows, doors and balustrading on the boundary of his lot, including so much thereof as is common property and shall immediately report any breakages to the Body Corporate.

#### **By-Law 20 – Storage of Flammable Materials**

A proprietor or occupier of a lot shall not except with the approval in writing of the Body Corporate, bring onto or use or store upon his lot or upon the common property any flammable or explosive substance other than substances used or intended to be used for domestic purposes or any petroleum fuel in a fuel tank of a motor vehicle or internal combustion engine and shall not do or omit to do anything which may invalidate or suspend any insurance effected by the Body Corporate or cause the premiums thereof to be increased.

#### **By-Law 21 – Moving Furniture on Common Property**

A proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the Council notice of his intention to do so sufficient in the circumstances to enable the Council to arrange for its nominee to be present at the time when he does so.

#### **By-Law 22 – Floor Coverings**

A proprietor or occupier of a lot shall ensure that all floor space within his lot (other than that compromising kitchen,

laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor or occupier of another lot.

#### **By-Law 23 – Litter**

A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material or any appliance or other thing except in any receptacle or area specifically provided therefore.

#### **By-Law 24 – Garbage Disposal**

A proprietor or occupier of a lot:

- a) shall maintain within his lot, or on such part of common property as may be authorised by the Body Corporate, a clean and dry and adequately secured receptacle for garbage in good and serviceable condition;
- b) shall ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- c) for the purpose of having the garbage collected shall, not more than twelve hours before the time at which garbage is normally collected, place the receptacle within an area designated for that purpose by the Body Corporate;
- d) when the garbage has been collected shall promptly return the receptacle to his lot or other area referred to in paragraph (a);
- e) shall not place anything in the receptacle of the proprietor or occupier of any other lot except with the permission of that proprietor or occupier; and
- f) shall promptly remove anything which he or the garbage collector may have spilled from the receptacle and shall take such action as may be necessary to clean area within which that thing was so spilled.

#### **By-Law 25 – Garbage Receptacle**

The Council may direct that a receptacle for garbage owned by the Body Corporate shall not be used except for the purpose of depositing therein material of a particular kind, such as glass bottles, and may display a sign to such effect on or near such a receptacle. A proprietor or occupier of a lot shall not use a receptacle contrary to any such direction.

#### **By-Law 26 – Keeping of Animals**

Subject to Section 58(12), a proprietor or occupier of a lot shall not keep any animal upon his lot or the common property, other than those animals kept upon the lot as at 22 December, 1988 and of which the Body Corporate has granted approval in writing.

**By-Law 27 – Feeding of Birds**

A proprietor or occupier of a lot shall not feed birds upon the balconies or do any other thing that encourages birds to roost upon the building.

**By-Law 28 – Appearance of the Lot**

The proprietor or occupier of a lot must not, without the prior written consent of the Body Corporate, 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 29 – Television/Radio Aerials**

A proprietor or occupier of a lot shall not attach to or hang from the exterior of the building a radio or television aerial or any security device or wires attached thereto.

**By-Law 30 – Interference with Domestic Apparatus**

A proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel any radio transmitter, two way radio, short wave radio, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or any other lot.

**By-Law 31 – Fire Fighting Equipment**

A proprietor or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of any emergency and shall not obstruct any fire stairs or fire escape.

**By-Law 32 – Swimming & Spa Pools and Sauna**

The sauna, swimming pools and their surrounds shall not be used between the hours of 10:00 pm and 6:00 am.

**By-Law 33 - Swimming & Spa Pools and Sauna**

The Council may determine by resolution that the sauna, swimming pool and spa pool areas be locked and access prevented to those areas between the hours of 10:00 pm and 6:00 am and without limiting the generality of that such areas be temporarily locked and access prevented to those areas for maintenance, service or repair to the facilities such other times as the Council deems appropriate.

**By-Law 34 - Swimming & Spa Pools and Sauna**

Persons using the sauna, swimming and spa pools, shall exercise caution at all times and shall not run, or splash or behave in any manner that is likely to interfere with the use of the pools by other persons. Not more than four persons shall use a spa pool at the same time.

**By-Law 35 - Swimming & Spa Pools and Sauna**

In relation to use of the swimming and spa pools, saunas and change rooms, a proprietor or occupier of a lot shall ensure:

- a) that his invitees and guests do not use the same or any of them unless he or another proprietor or occupier accompanies them;
- b) that children are not in or around the same unless accompanied by an adult proprietor or occupier exercising effective control over them;
- c) that alcoholic beverages are not taken to or consumed in or around the same; and
- d) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same.

For the purpose of the use of the indoor complex (including swimming and spa pools and saunas) "children" shall be deemed to mean people under the age of sixteen (16) years.

**By-Law 36 – Dress at Swimming & Spa Pools and Sauna**

Persons shall not use the sauna, swimming or spa pools or their immediate surrounds, in the nude.

**By-Law 37 – Body Corporate Equipment and Contractors**

A proprietor or occupier of a lot shall not without the authority of the Council operate, adjust or interfere with the operation of any equipment associated with the saunas, swimming pool or spa or add any chemical or other substance to any water therein nor give any direction to any contractor or agent retained in relation to the maintenance of the said equipment or of the common property or for any purpose.

**By-Law 38 – Tennis Court, Reservations**

The Council may make rules regarding the reservation and use of the tennis court (not being inconsistent with the By-Laws) and shall display such rules on a wall of the tennis court.

**By-Law 39 – Tennis Court, Dress**

Persons playing on the tennis court shall be properly attired and shall wear non-marking-soled tennis shoes.

**By-Law 40 - Use of Leisure Facilities**

A proprietor of a lot may require any person who is or purports to be an invitee of the proprietor or occupier of another lot to vacate immediately the tennis court or swimming or spa pools or sauna unless the person is accompanied by a proprietor or occupier who acknowledges that person is his invitee.

**By-Law 41 – Behaviour on Bridges**

A proprietor or occupier of a lot shall not permit any child of whom he has direct or indirect control to play on or jump or fish from any bridges spanning creeks or ponds situated upon the common property.

**By-Law 42 – Protection of Ponds**

A proprietor or occupier of a lot shall not interfere with the ponds or any fish or plants therein and shall take all reasonable steps to prevent interference by any child of whom he has control.

**By-Law 43 – Garage Doors**

The proprietor or occupier of a lot shall ensure that the garage door (attached to any garage or enclosed car parking space of which he has use or over which he has control) remains closed and locked at all times other than when in immediate use.

**By-Law 44 – Standing & Parking Upon Common Property**

A proprietor or occupier of a lot shall not park or stand or allow to park or stand any motor vehicle upon common property except:

- a) for the purpose of picking up or delivering goods or passengers provided that in such case the period concerned shall not exceed ten (10) minutes; or
- b) in case of emergency; or
- c) with the written approval of the Body Corporate.

**By-Law 45 – Use of Motor Vehicles**

A proprietor or occupier of a lot shall not:

- a) drive or propel any motor or other vehicle upon the common property at a speed in excess of twenty (20) kilometres per hour;
- b) drive or propel any motor or other vehicle upon the common property which is not registered for use upon public roads in accordance with the laws of any State or Territory of Australia;
- c) drive or propel any motor or other vehicle upon the common property if he is not licensed to drive the vehicle upon a public road in accordance with the laws of any State or Territory of Australia;
- d) drive or propel or start or allow to operate any motor or other vehicle upon the parcel which is excessively noisy or which emits an excessive level of exhaust or other fumes;
- e) sleep or allow any other person to sleep in any motor or other vehicle while it is parked upon the parcel;
- f) drive or propel any wheeled vehicle or device upon a common property roadway or carriageway other than a bicycle permitted for use on a public road or a motor or other vehicle permitted by this By-Law.

**By-Law 46 – Use of Roadways and footpaths**

A proprietor or occupier of a lot shall not:

- a) drive or propel a motor or other vehicle, bicycle, skateboard or other wheeled conveyance upon any footway, footpath or other pedestrian access;
- b) permit any invitee (or child of whom he has control) to drive or propel a motor vehicle or other vehicle, bicycle, skateboard or other wheeled conveyance other than upon any footway, footpath or other pedestrian access.

This By-Law shall not operate to prevent:

- (i) the use of a perambulator, stroller, shopping trolley or wheelchair upon a footpath or other pedestrian access provided such is under the control of an adult; or
- (ii) driving or propelling a motor vehicle across a driveway, footpath or other pedestrian access at my designated driveway or access point.

**By-Law 47 – Advertising Signs**

- (i) A proprietor or occupier of a lot shall not erect or maintain any sign or display upon common property nor maintain within his lot any sign which is visible from outside his lot, except in either case with the consent in writing of the Body Corporate. Such consent shall not be withheld unreasonably. Nor shall it be withheld in the case of a sign which advertises the sale of his lot, which sign may stand on common property or be visible from outside his lot only while his lot is open for inspection, and not in any case for longer than two hours per day.
- (ii) Nothing in this By-Law shall diminish or abrogate the effect of By-Laws 6 and 9.

**By-Laws 48 and 49**

By-Laws 48 and 49 are amendments incorporated in By-Laws 34 and 35.

**Special By-Law 50 – Children’s Wading Pool**

In addition to the powers, authorities, duties and functions conferred or imposed upon the Body Corporate by the Strata Titles Act, 1973 and the By-Laws, the Body Corporate shall have the following additional powers and duties:

- (i) The power to undertake building works to convert the outdoor spa pool to a children’s wading pool.
- (ii) The duty to maintain and to repair the children’s wading pool as may be necessary from time to time.

**Special By-Law 51 – Carports, Lots 1 to 8**

In addition to the powers, authorities, duties and functions conferred or imposed upon the Body Corporate by the Strata Titles Act, 1973 and the By-Laws, the Body Corporate shall have the additional powers to repair, to maintain and to renew the carport structure and any part

thereof in any of lots 1 to 8 (inclusive) from time to time as the Body Corporate considers necessary.

### **Special By-Law 52 – Hard Flooring**

1. Subject to paragraph 2, an owner or occupier of a lot must not affix to the floor of his lot or cover it with marble, tiles, parquetry, timber, granite or other hard material.
2. An owner or occupier of a lot may cover the floor to the kitchen, laundry, lavatory, bathroom or external balcony of his lot with such a material, but only with the prior consent in writing of the Owners Corporation

### **Special By-Law 53 – Repealed**

### **Special By-Law 54 – Issuing of Keys**

The Owners Corporation shall have the power and the authority to impose conditions on the issue of keys to common property doors and other entrance points, including conditions relating to the payment of refundable security deposits to the Owners Corporation or its agent, in such sum as is determined from time to time by the Owners Corporation.

### **Special By-Law 55 – Airconditioners, Lots 33, 47 and 54**

On the conditions set out in this by-law, the owner for the time being of each of Lots 33, 47 and 54 (“the owner”) shall have a special privilege in respect of the common property to keep within the common property in a location determined by the Owners Corporation an air-conditioning unit that serves his lot (“the airconditioner”)

The airconditioner includes all ancillary wiring, ducting, controls and fittings.

#### **Conditions**

1. Subject to this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The owner must maintain the airconditioner in a state of good and serviceable repair and appearance, and must renew, replace or remove it whenever necessary.
3. The owner must ensure that condensation and run-off is drained in accordance with any requirement of the local Council, and so as not to cause nuisance to the owner or occupier of another lot or user of the common property.
4. The owner at his own expense must comply with any notice or requirement relating to the airconditioner of the local Council or other statutory authority, Tribunal or Court having jurisdiction.

5. The owner must effect any necessary adjustment or modification of the airconditioner or of its manner of installation so as to prevent the unreasonable disturbance by the airconditioner of the owner or occupier another lot. Before doing so, the owner must obtain any necessary consent of the Owners Corporation.
6. The owner may remove the airconditioner, and after doing so must restore the common property to its original condition.
7. The owner must initially locate the airconditioner in a location nominated by the Owners Corporation and must subsequently allow the Owners Corporation to relocate the airconditioner to another part of the common property if the Owners Corporation decides this is in the interests of all owners in their use and enjoyment of their lots or the common property.
8. The owner must indemnify the Owners Corporation against any liability or expense arising out of the installation, use, maintenance or disrepair of the airconditioner, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the unit, and any liability arising under the Occupational, Health & Safety Act 2000 or Regulation.

### **Special By-Law 56 – Maintenance of Fences**

1. Special by-Law 53 is repealed
2. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:-
  - a) The duty properly to maintain, to repair, to renew and to replace when necessary:
    - (i) dividing fences (as that term is defined in the Dividing Fences Act 1991 as amended) that separate the common property from a lot or lots (or part thereof); and any other fences including fences dividing one lot from another lot, irrespective of when the fence was constructed and by whom.
    - (ii) The authority to engage consultants and contractors for these purposes;
  - b) The authority to apply the funds of the Owners Corporation to these purposes.
3. Nothing in this by-law affects the Owners Corporation’s right to contribution from the owner or lessee of land outside the parcel and its other rights under the Dividing Fences Act 1991;
4. An owner, mortgagee or covenant chargee in possession, lessee or occupier of a lot may not require the Owners Corporation to construct or join in the construction of or to contribute to the costs of construction of (“construct”) a fence between the lot

and the common property, except for the purposes of the replacement of an existing fence. The Owners Corporation shall not be liable to construct any such fence except for those purposes.

### **Special By-Law 57 – Toilet Installation - Lot 49**

On the conditions set out in this by-law, the owner of Lot 49 shall have a special privilege to install a 25mm diameter discharge pipe (“the discharge pipe”) from a Lomac pump toilet in the laundry through the common property above the ceiling to the said Lot to connect to the sewer stack in the bathroom of the said Lot in accordance with the following conditions and stipulations:

#### **Conditions**

1. In installation of the discharge pipe the owner must:-
  - a) comply with all conditions of approval of Sydney Water (File 2005/02041F);
  - b) comply with the manufacturer’s specifications;
  - c) carry out the installation in a proper and workmanlike manner; and
  - d) undertake the works in accordance with the Building Code of Australia and all applicable Australian Standards.
2. The owner must maintain the discharge pipe in a state of good and serviceable repair.
3. The owner at their own cost must repair any damage to the common property or the property of an owner or occupier of another Lot occurring in the installation, maintenance, operation, replacement, repair, renewal or removal of the discharge pipe.
4. The owner must indemnify the Owners Corporation against any liability or expense incurred as a result of the installation of the discharge pipe.

### **Special By-Law 58 – Pergola, Lot 24**

On the conditions set out in this by-law, the owner for the time being of Lot 24 (“the owner”) shall have a special privilege in respect of the common property to install, and thereafter to maintain and repair, a pergola on the south-western side of the terrace of the lot (“pergola”).

In this by-law “pergola” includes all ancillary fixtures and fittings.

The installation of the pergola is referred to in this by-law as “the works”.

#### **Conditions:-**

#### **The Works**

1. The pergola must match the existing pergola that was previously installed on the south-eastern side of the terrace of the lot in all respects other than its width.
2. Before starting the works, the owner must provide the Owners Corporation with:

- (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
  - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
  - (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;
  - (iv) evidence of currency for the duration of the works of Contractors’ All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party; and
  - (v) a certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing floor and walls are adequate to support the proposed works.
3. In undertaking the works, the owner must by himself, his agents, servants and contractors:
    - (i) ensure that the pergola is installed in a proper and skilful manner by a duly licensed contractor, using best-quality and appropriate materials;
    - (ii) comply with all conditions and requirements of the local Council;
    - (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer’s specifications;
    - (iv) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
    - (v) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
    - (vi) comply with any reasonable requirement of the Owners Corporation concerning:
      - a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; and
      - b) storage of materials and debris;
    - (vii) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
    - (viii) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 3 months of their commencement.
  4. The Owner may not make any changes to the plans and specifications for the works as approved in this

by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

#### **After the Works**

5. Within one month after completion of the works, the owner must give the Owners Corporation:
  - (i) a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979 ("compliance certificate"); and
  - (ii) if changes to the plans and specifications have been made, as-built drawings.

#### **Repair & Maintenance**

6. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
7. The owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.
8. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

#### **Damage**

9. The owner must repair promptly any damage caused or contributed to by:
  - (i) the works; or
  - (ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,
 including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

#### **Indemnity**

10. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
  - (i) the works, or
  - (ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,
 including any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.
 

For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase

in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

#### **Insurance**

11. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
12. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions 2 (iii) and (iv).
13. The owner appoints the Owners Corporation its attorney for the purposes of conditions 11 and 12, and at the request of the Owners Corporation will do any act required to give effect to this authority.

#### **Notices**

14. 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 works.

#### **Costs**

15. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

#### **Special By-Law 59 – Air Conditioning Units**

An owner of a lot ("the owner") must not install or keep an air conditioning unit with its associated fixtures and fittings to serve his lot ("the unit"), or allow a unit to be installed or kept, except in accordance with the following conditions:

##### **Prior to installation**

Before installing the unit, the owner must:

- a) Obtain the written consent of the Owners Corporation to the unit specifications including but not limited to its position, type, design, colour, dimensions, method of attachment, method of drainage and position of drainage pipes.
- b) Provide the Owners Corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications.

##### **Installation**

In installing the unit, the owner must:

- a) Comply with the manufacturer's specifications;
- b) Comply with all reasonable conditions imposed by the Owners Corporation;
- c) Carry out the installation in a proper and skilful manner in accordance with the Building Code of Australia and all applicable Australian Standards;
- d) Locate the condenser so as to minimise its visual prominence from other lots;



- e) Conceal electrical and coolant lines from view, as far as possible;
- f) Ensure that, subject to any statutory requirements or requirements of the local Council, condensation and run-off is drained through lines to existing drains or downpipes or is captured in a tray suitable for that purpose.

#### **After installation**

The owner must not use the unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by that lot's owner or occupier, or of the common property by any person entitled to use it.

#### **Maintenance and repair**

The owner must maintain the unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

#### **Damage**

The owner, at no cost to the Owners Corporation, must repair any damage to the common property resulting from the installation, maintenance, replacement, repair or renewal of the unit.

#### **Indemnification**

The owner must indemnify the Owners Corporation against any liability or expense it would not have incurred but for the installation, maintenance, replacement, repair or renewal of the unit.

### **Special By-Law 60 – Electronic Service of Documents**

#### **Part 1: Introduction**

1. The Strata Schemes Management Act 1996 sets out the means by which an Owners Corporation may serve documents on the owner of a lot.
2. The Electronic Transactions Act 2000 provides a regulatory framework to facilitate the use of electronic transactions and to determine the time of dispatch and receipt of an electronic transaction.
3. The purpose of this by-law is to provide for the service of Notices of Meeting and other documents by email.

#### **Part 2: Definitions & Interpretation**

1. "Electronic Communication" has the meaning given in the Electronic Transactions Act 2000.
2. "Email" means electronic mail.
3. "Information System" means a system for generating, sending, receiving, storing or otherwise processing electronic communications.
4. "Notice" means notice of a General Meeting, Executive Committee Meeting or other document
5. "Notification of an Email Address" means notification that complies with the requirements of Part 4 of this by-law.

6. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them under that Act.
7. All Parts of this by-law including the Introduction are to be considered in the interpretation of it.

#### **Part 3: Terms**

1. The Owners Corporation may in accordance with the terms of this by-law give an owner Notice by Email.
2. Notice by Email may only be given if:
  - a) An owner has consented to Electronic Communication by giving the Owners Corporation Notification of an Email Address for the service of Notices; and
  - b) The Notice is sent to that address, and
    - (i) If the Notice concerns a General Meeting such Notice is received at least seven clear days before the General Meeting the subject of the Notice is to be held; or
    - (ii) If the Notice concerns a meeting of the Executive Committee such Notice is received at least 72 hours before the Meeting the subject of the Notice is to be held.
3. The time of receipt of an electronic communication is the time the electronic communication enters the information system of the addressee.

#### **Part 4: Notification of an Email Address**

1. An owner must provide the following particulars to constitute Notification of an Email Address:
  - a) Owners name.
  - b) Owner's lot number.
  - c) Owner's email address.
  - d) Confirmation that the Owner consents to electronic service.
2. Nothing in this by-law:
  - a) Affects the obligation upon an owner to give notice under the provisions of section 118 (Notice to be Given to Owners Corporation of Right to Cast a Vote at Meeting); or
  - b) Limits the capacity of the Owners Corporation to give Notice to an owner under any other provision of the Strata Schemes Management Act 1996.

### **Special By-Law 61 – Performing Major Building Works**

#### **Introduction & Definitions**

1. Work to a lot in a strata scheme may, depending on the scope of the work and the requirements of local Council, require two levels of approval: Development Approval from Council under the Environmental Planning and Assessment Act 1979 and the formal approval of the Owners Corporation under the Strata Schemes Management Act 1996.

2. The purpose of this by-law is to put owners on notice as to how Major Building Works should be performed within the strata plan so as to minimise the possibility of dispute.
3. "Major Building Works" means the construction of a dwelling or dwellings on any vacant lot in the strata scheme.
4. "Owner" means the owner or occupier of a lot in the strata scheme based on Strata Plan 18756 or any subdivision thereof.
5. "Occupier" means any person in lawful occupation of a lot.

**Part 1: Terms**

- 1.1. Major Building Works may only be performed with the written approval of the Owners Corporation (through its Executive Committee).
- 1.2. If an Owner intends to carry out Major Building Works then application must be made to the Owners Corporation and written approval obtained PRIOR to such work being commenced.
- 1.3. Notification under this clause is to be given in writing to both the strata managing agent and the Secretary of the Owners Corporation.
- 1.4. If notification is given under this clause and the Owners Corporation requests clarification, further information and/or certification, then work shall not commence until such information, clarification or certification is provided.

**Part 2: Conditions required before Major Building Works commence**

Before commencing Major Building Works the Owner must provide the Owners Corporation with:

1. A copy of any requisite approval of Council, (including any Section 96 modification) including all drawings, specifications, conditions and notes the receipt of the original approval of Council is acknowledged.
2. A copy of any requisite construction certification for the works under Part 4A of the Environmental Planning & Assessment Act 1979.
3. A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
4. A Certificate of Currency for the duration of, and for a period of no less than 12 months following completion of the works of Contractors All Risks insurance cover taken out with a reputable insurer (incorporating cover against public risk for an amount of at least \$10,000,000 in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works) to which the Owners Corporation is named as an insured party.
5. A plan of management which must include the following:

- a) The method by which trucks and other plant are to be brought onto the site including the loading and unloading areas and time frames for access.
- b) The method of introducing any materials required for the works and the proposal for the protection of common property.
- c) The method proposed regarding general site conditions, i.e. control of noise, dust, areas permitting foot traffic in connection with the works.
- d) The proposed method of controlling the general wear and tear by all foot traffic, trucks and other plant on the common property.
- e) The proposed method by which goods, building materials, demolition materials will be removed from the site.
- f) The proposed duration of the works.

The Executive Committee may approve in writing the plan as presented to it, or may approve it on conditions or with the making of changes to the proposals contained therein. No work shall be commenced until and unless approval is given, and all works must be done in strict compliance with the plan of management as approved, or, if the Executive Committee has appended conditions thereto, in accordance with those conditions.

6. Prior to the commencement of any Major Building Works an Owner must provide to the Executive Committee a dilapidation report prepared by a reputable engineer in respect of any common property or lots in the strata scheme potentially affected by the works. The dilapidation report shall be in writing and shall include photographs of the relevant areas. The dilapidation report shall be signed by the licensed contractor and building consultants engaged on behalf of the Owner and by a representative of the Owners Corporation. The Owner and the Owners Corporation acknowledge and that the dilapidation report shall be the basis for:
  - a) ascertaining and determining whether any damage has been occasioned by the works to the property the subject of the report;
  - b) determining whether any amount is to be deducted from the bond as referred to in clause 7 of this Part.
7. Prior to the commencement of the works the Owner must provide the Owners Corporation by its strata managing agent with a bond of \$50,000 which bond may be used by the Owners Corporation for the purpose of remedying for its benefit, or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the owner or occupier of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

8. The bond referred to in clause 7 above must be furnished by way of bank cheque or bank guarantee in favour of the Owners -Strata Plan No. 18756.
  9. Upon giving prior notice to the Owner of any breach within the meaning of clause 7 of this Part and upon the failure of the Owner to rectify such breach within fourteen (14) days of the receipt of such notice, then the Owners Corporation may deduct from the bond any of the following:
    - a) The cost of rectifying any damage to the common property or any lot within the strata scheme or the Owners Corporation's personal property or the personal property of the owners of any lot caused by the building works.
    - b) The cost of cleaning the common property if the Owner fails to do so to the reasonable satisfaction of the Owners Corporation.

Any notice given pursuant to the clause shall specify the nature of the breach and the amount proposed to be deducted from the bond.
  10. Should the Owners Corporation use all or any part of the bond prior to the issue of the Occupation Certificate, the Owner on request by the Owners Corporation must pay to the Owners Corporation a further bond, equal to the amount of the bond used by the Owners Corporation. The Owners Corporation may use the further bond as though it formed part of the original bond.
  11. Subject to the satisfactory removal of trade waste and the making good of damage the Owners Corporation must pay the bond or any residue of the bond to the Owner within seven days of issue of an Occupation Certificate or Certificate of Compliance under Part 4A of the Environmental Planning & Assessment Act 1979.
  12. The Owners Corporation may release all or any part of the bond to the Owner before receipt of the Occupation Certificate of Compliance Certificate.
3. Works may not be performed between 24 December and 15 January unless approved by the Owners Corporation.
  4. An Owner performing Major Building Works in the strata parcel must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
  5. An Owner performing Major Building Works in the strata parcel must comply with any applicable Australian Standard and Building Code.
  6. Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to other lots in the strata scheme or their occupiers and owners.
  7. The Owner must maintain all areas of common property adjacent to the works, or used for or in relation to the works, in a clean and tidy state while the works are being carried out.
  8. The Owner must repair promptly any damage caused or contributed to by works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
  9. If the Owner of a lot intends to carry out works that include material alteration of the common property or interference with services, support or shelter, the Owners Corporation may require that such works may not be undertaken without a specific by-law being made and registered (such a by-law may contain requirements concerning compliance with Council Approvals, maintenance of works, indemnity of the Owners Corporation, hours of work, payment of bonds etc).

### **Part 3: Performance of the Works**

1. In carrying out the works the Owner undertakes that the Owner will, and the Owner must ensure that his/her/its contractor also undertakes to the Owners Corporation that it will:
  - a) Comply with all conditions and requirements of any requisite approval of Council.
  - b) Comply with the terms of approval given by the Owners Corporation under this by-law.
  - c) Comply with the Building Code of Australia and relevant Australian Standards.
2. The owner or occupier must not perform works or allow them to be carried out except between the hours of 7.00 AM and 4 PM Monday to Friday and 8 AM to 3PM on a Saturday (excluding public holidays) or during such other times as may be approved by the Owners Corporation.

### **Part 4: Indemnity**

The Owner of a lot the subject of Major Building Works must indemnify the Owners Corporation and the owners and occupiers of other lots against 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, the works.

The terms of this by-law are additional to the requirements of By-law 5 (Noise), By-Law 6 (Damage to common property), By-Law 9 (Obstruction of Common Property), By-Law 12 (Compensation for Damage), By-Law 28 (Appearance of a Lot), Section 116 (No Interference with Structure of a Lot or Services) and Section 117 (Persons Not to Create a Nuisance) of the Strata Schemes Management Act 1996.

## Special By-Law No. 62 Renovation, Lot 109

### Introduction

1. This is a by – law made under the provisions of Division 4 of Part 5 of Chapter 2 and section 65A of the *Strata Schemes Management Act 1996* (NSW).
2. The effect of the by – law is to grant to the Owner of Lot 109 special privileges in respect of the common property to retain the alterations and additions to the Lot and common property, subject to the conditions in this by – law.
3. The Owner has completed the Works described in this by-law. The by-law is to formalise the ongoing responsibility and liability for the Works and the common property to which the Works are attached.

### Definitions

1. In this by-law, unless the context indicates requires, the following terms and expressions are defined to mean:
  - (a) “**Act**” means the *Strata Schemes Management Act 1996*.
  - (b) “**Lot**” means Lot 109 within SP 18756.
  - (c) “**Owner**” means the owner or owners for the time being of Lot 109.
  - (d) “**Works**” means:
    - (i) The installation of a glass bi-fold door located 500mm to the north of the southern boundary of the carport structure.
    - (ii) The installation of a flat polycarbonate roof to 50% of the existing pergola to the southern side of the carport structure.
    - (iii) Installation of tiling to the full floor area of the carport structure.
    - (iv) Installation of tiling over the existing pebblecrete path in the garden space to the north of the lot structure.
    - (v) Replacement of existing glass sliding doors with glass bi-fold doors on the eastern wall of the lot structure facing the timber deck area.
    - (vi) Replacement of the existing external lighting to the timber deck area with new light fittings and fixtures.
2. Words importing:
  - (a) the singular includes the plural and vice versa; and
  - (b) a gender includes any gender.
3. Words defined in the Act have the meaning given to them in the Act.

### Grant of special privilege

4. The Owner is authorised to retain the Works to the Lot and the exclusive use of so much of the Common Property as is necessary in relation to the completed Works in accordance with the conditions below and the terms of this by – law.

### Conditions

5. The Owner must:
  - (a) properly maintain the Works and keep them in a state of good and serviceable repair, and
  - (b) properly maintain those parts of the common property that represent a point of contact between

- (c) the Works and the balance of the Common Property,
- (d) renew or replace the Works and all associated additions and alterations whenever necessary,
- (e) make good any damage to the common property or any other lot in the strata scheme caused by the Works no matter when such damage may become evident.
- (f) indemnify the owners corporation against all loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property and/or for all costs of considering and making this by-law and will pay those amounts to the owners corporation upon request.

### Owners Corporation's rights

6. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, the owners corporation may take steps to remedy that failure or non-compliance and in doing so, the owners corporation has the right:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information); and the Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of one month from the date on which it is due, will bear simple interest at the rate of 10% until paid or if the Regulations provide for another rate, that rate, and the interest will form part of that debt.

### Special By-Law No. 63 Notification of Registered Motor Vehicles

The Owner and or Occupier of a lot shall provide to the Owners Corporation details, including but not limited to; registration number, make, model and colour of any Motor Vehicle (excluding non-powered bicycles) for which they are the Responsible Person. For example; if the motor vehicle is owned, leased, hire purchase, rented, assigned, or otherwise in their legal custody, and the vehicle is garaged or otherwise parked within the strata scheme, including but not limited to private garages or carports. Changes to such details must be made known to the Owners Corporation in writing within 14 days of any such change. The Owners Corporation is authorised to make enquiries by any means deemed appropriate to verify such information.

The information shall be kept in the form of a register to be known as the “Register of Motor Vehicles” which is to be held by the Owners Corporation.

The purpose of this by-law is to help enforce the By-Laws of the Strata Scheme, as updated from time to time.

