

Note: The matters that were previously contained in By-laws 1-11 in Schedule 1 to the *Strata Title (Freehold Development) Act 1973* and Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986* have been included as provisions of this Act and are therefore no longer by-laws.

1. Noise

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

Note: This by-law was previously by-law 12 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

2. Vehicles

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

Note: This by-law was previously by-law 13 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

3. Obstruction of common property

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

Note: This by-law was previously by-law 14 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

4. Damage to lawns, etc on common property

An owner or occupier of a lot must not:

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

Note: This by-law was previously by-law 15 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

5. Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owner's corporation.

(2) An approval given by the owner's corporation under subclause (1) cannot authorize any additions to the common property.

(3) This by-law does not prevent an owner or person authorized by an owner from installing;

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

Note: This by-law was previously by-law 16 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 17 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

7. Children playing on common property in building

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

Note: This by-law was previously by-law 18 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

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 to interfere with the peaceful enjoyment of the owners or occupier of another lot or any person lawfully using common property.

Note: This by-law was previously by-law 19 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

9. Depositing rubbish, etc on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any persons lawfully using the common property.

Note: This by-law was previously by-law 20 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

10. Drying of laundry items

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

Note: This by-law was previously by-law 21 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

11. Cleaning windows and doors

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

Note: This by-law was previously by-law 22 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

12. Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note: This by-law was previously by-law 23 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

13. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note: This by-law was previously by-law 24 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

14. Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note: This by-law was previously by-law 25 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

15 Garbage disposal

(1) An owner or occupier of a lot

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

Note: This by-law was previously by-law 26 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

16. Keeping of Animals

Amended EGM 15.11.16

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or common property.

Note: This by-law was previously by-law 27 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

17. Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note: This by-law was previously by-law 29 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

18. Notice-Board

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

Note: This by-law was previously by-law 3 in Schedule 1 to the *Strata Titles (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

19. Change in use of lot to be notified

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

Special By-Law 1 – Blinds **Registered March 2016**

Specially resolved that a By-Law be registered in the following terms:-

That the Owners Corporation specially resolve that consent be granted to any owner wishing to install a blind on their balcony with the fixings to be attached to the common property soffit of the unit above. The colour of the blind is to be '511 Macchiato' from the Ricky Richards Outlook collection and the blind to be purchased from Elegant Blinds and Awnings or a supplier with the same product with the following conditions:-

- i. That the installation be carried out in a workman like manner by suitably qualified tradespeople;
- ii. That the cost of the ongoing maintenance of the blind be the responsibility of the owner of the lot and any subsequent owner;
- iii. That any damage caused to the common property be the responsibility of the owner of the lot now and future;
- iv. That in the event that the owner defaults in the performance of the conditions of that consent and does not keep the blinds in good repair the owners corporation or executive committee may without prejudice to other rights, carry out the work and recover any moneys from the owners.

Note: Top floor blinds to be fixed under the eave on the outer edge under guttering – these blinds would be at an angle – attached with same flexible clasp as other blinds.

Special By-Law 2: Smoke Penetration

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

Special By-Law 3: Balcony Tile Replacement

An owner or occupier of a Lot must adhere to the tile specification for balconies if replacement of the balcony floor tiles is required. The current specification is for: 2 Praber Prague Beige Rock 200mx200m. If such tile is unobtainable, owners are to refer the matter to the Strata Committee for final resolution and approval.

Special By-Law 4: Air Conditioning

1. An owner or occupier of any Lot must seek approval from the Owners Corporation for installation of air conditioning. The installation of any air conditioning unit and appropriate ducting must specifically meet the standards described in By-laws 1, 5 and 17 and not contravene any other By-law of the Strata.
2. The owner/occupier of the Lot must provide the Owners Corporation with details to include, but not limited to items (a)-(e) below.
 - (a) the size, style and type of unit
 - (b) the capacity and decibel level generated from the unit
 - (c) the internal/external wall mounting and positioning of the air conditioning unit
 - (d) the ducting site
 - (e) the waste water disposal system to be utilised
3. The owner of the Lot must supply an undertaking that
 - (a) the condensed water is captured and drained into an appropriate drainage system.
 - (b) the air conditioning unit is installed as outlined in information supplied by the Lot owner to a Owners Corporation meeting.
 - (c) the air conditioning unit is installed strictly in accordance with the direction of the Owners' Corporation. The Owners Corporation shall have the power from time-to-time to adopt air conditioning specifications in relation to the installation of air conditioning units.

- (d) the air conditioner installation be carried out in a workmanlike manner by suitably qualified tradespeople during normal working hours.
- (e) the cost of the installation of the air conditioner be carried out at the cost of the Lot Owner
- (f) ongoing maintenance of the air conditioner be carried out at the cost of the owner of the Lot.
- (g) the owner of the Lot accepts liability for any damage caused to any part of the common property as a result of the installation of the air conditioning unit and accepts responsibility to make good that damage immediately after it has occurred and,
- (g) the owner of the Lot acknowledge that if the owner fails to comply with any obligation under this By-law then the Owners Corporation may take steps to carry out all work necessary to perform that obligation, may enter upon any part of the parcel to carry out that work and may recover the cost of carrying out that work from the respective owner.

Special By-law 5 - Minor Renovations by Owners

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.
- (2) A record will be maintained by the Owners Corporation of all approvals of Minor Renovations.

Request made to carry out Minor Renovations constitutes consent to conditions of by-law

- (3) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary and/or affected, consents to terms and conditions imposed under this by-law.
- (4) Where an Owner requests to carry out wet area works involving waterproofing refer also to Special By-law 6 - Wet Area Works.

Retrospective application for unauthorised Minor Renovations

- (5) Where any Minor Renovations covered under **clause (31)** of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

Minor Renovations authorised under this by-law do not confer special privileges or rights to common property

- (6) The Minor Renovations covered under **clause (31)** of this by-law require the written consent of the Owners Corporation as specified under this by-law and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- (7) The Owners Corporation may at any time request the removal of the items covered in **clause (31)** (at the Owner's expense) should the Owner not meet the conditions of this by-law or should the Owners Corporation require use or access to the common property affected by the items specified in **clause (31)** of this by-law.

Minor Renovations that require any local or statutory authority consent shall require a common property rights by-law

- (8) Where any Minor Renovations covered under **clause (31)** of this by-law require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee for approval with the application and any cost associated with just written approvals required shall be at Owner's cost and the Owners Corporation shall be indemnified for any liability in respect to the Minor Renovations.

Cosmetic Works do not require consent

- (9) The Owner may undertake Cosmetic Works without approval but with notification to the Owners Corporation.

CONDITIONS

Before undertaking Minor Renovations Approval of the Owners Corporation

- (10) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee pursuant to **section 110 (6) (b)** of the *Strata Schemes Management Act 2015*.
- (11) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee of the Owners Corporation pursuant to this by-law.

Application to undertake Minor Renovations to be submitted

- (12) An Application must be submitted by the Owner in accordance with "**Annexure A**" to this by-law, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:
 - (a) full specifications of the Minor Renovations;
 - (b) copy of all plans and drawings (if relevant);

- (c) details of the contractor performing the Minor Renovations, including license and project management plan (if relevant);
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
 - (e) copy of the Homeowners Warranty Insurance for the works (if applicable)
 - (f) any other documents or photographs reasonably required by the Owners Corporation.
- (13) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in **clause (12)** above, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.
- (14) The strata committee must not unreasonably refuse the Application of an Owner.
- (15) Where the strata committee rejects the Application, it must provide reasons to the Owner in writing.

Carrying out the Minor Renovations

Hours of Works

- (16) The Owner must perform Minor Renovations as prescribed by the Local Council, or if the Council does not prescribe any work times, between 8.00 am and 5:00 pm Monday to Friday and 8 am and 3:00pm on Saturdays. No works on Sundays and Public Holidays.

Compliance with Codes

- (17) The Owner performing the Minor Renovations 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.

- (18) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

General Conditions

- (19) When performing the Minor Renovations, the Owner must:
- (a) ensure that all other lot owners are given written notice seven (7) days prior to commencement of any Minor Renovations; notification to be by delivery to individual unit letterboxes at the front of Camelot and a notice posted on the general notice board at the entrance to each block.
 - (b) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant).
 - (c) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
 - (d) ensure that any tradesman and contractors park on the street or in the Lot Owners car space only.
 - (e) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (f) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (g) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Minor Renovations.
 - (h) must only perform the Minor Renovations when the door between the Lot and the common property is completely closed.
 - (i) ensure that the corridor serving the Lot is protected from damage for the duration of the Minor Renovations.
 - (j) ensure that any carpeted area is protected by the use of floor protection and kept clean during any Minor Renovations.
 - (k) repair promptly any damage, at the Lot Owner's expense, caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Minor Renovations

- (20) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- (21) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- (22) The strata committee or their agent may inspect the property at any stage during, and upon completion of the Works.

Owner's Enduring Obligations

Maintenance and Repair

- (23) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Minor Renovations.

- (24) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (25) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
 - (d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the common property attached to the Minor Renovations.
- (26) To the extent that **section 106 (3)** of the **Strata Schemes Management Act 2015** is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

Repair of Damage

- (27) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.
- (28) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (29) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, at the cost of the Owner, to the satisfaction of the Owners Corporation.

Defined Terms and Interpretation

- (30) "**Cosmetic Works**" means aesthetic works as defined in **section 109** of the **Strata Schemes Management Act 2015** and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.
- (31) "**Minor Renovations**" means work items as defined in **section 110** of the **Strata Schemes Management Act 2015**, under **Regulation 28** of the **Strata Schemes Management Regulations 2016** and as specified below, performed by the Owner, at the Owner's expense and to remain the Owner's fixture:
- (i) Work for the following purposes is prescribed as minor renovations pursuant to **s110 (3)** of **Strata Schemes Management Act 2015**:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls),
 - (ii) Work for the following purposes is prescribed as minor renovations pursuant to **Regulation 28** of the **Strata Schemes Management Regulations 2016**:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (b) installing a rainwater tank,
 - (c) installing a clothesline,
 - (d) installing a reverse cycle spilt system air conditioner, (Also refer to Special By-law 4: Air-conditioning)
 - (e) installing double or triple glazed windows,
 - (f) installing a heat pump,
 - (g) installing ceiling insulation
- (32) "**Owner**" means any owner or owners of a lot from time to time on the strata plan.
- (33) In this by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.

- (34) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Special By-law No.6 – Wet Area Works

1. Purpose of By-law

This Common Property Rights By-law confers on the Owner Special Privileges to perform Wet Area Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Wet Area Works undertaken in accordance with the conditions in this Common Property Rights By-law.

2. Defined Terms

- (1) “**Lot**” is lots 1-28 respectively on the strata scheme.
- (2) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no.16340.
- (3) “**Minor Renovations**” means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to ***Special By-law 5–Minor Renovations by Owners*** applicable to the scheme.
- (4) “**Special Privileges**” means the privilege to alter and add to the common property by performing Wet Area Works that involve waterproofing, and include Cosmetic Works or Minor Renovations.
- (5) “**Wet Area Works**” means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below:
 - (a) Retiling and/or waterproofing the bathroom (including ensuite and water closet), kitchen or laundry floors of the Lot.
 - (b) Retiling and/or waterproofing the bathroom (including ensuite and water closet) or laundry walls located on a common wall within the lot.
 - (c) Retiling and/or waterproofing the kitchen splashback walls located on a common wall within the Lot.
 - (d) Retiling and/or water proofing the balconies, terraces and / or courtyards of the Lot.
 - (e) Replacement, installation and relocation of any bathroom (including ensuite and water closet), kitchen or laundry fixtures (without undertaking structural changes, including penetrating into the slab and/or installing pipework outside of the Lot) including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom, kitchen or laundry items affixed to the common property.
 - (f) Installation of an exhaust or heat fan/ventilation system within the bathroom (including ensuite and water closet), kitchen or laundry area of the Lot.
 - (g) Removal of any **non-load** bearing and internal walls within the bathroom (including ensuite and water closet), kitchen or laundry area located within the Lot.
 - (h) Installation of a false ceiling within the bathroom (including ensuite and water closet), kitchen or laundry area located on the Lot, including installation of recess lighting.
 - (i) Plumbing and/or any electrical works within the bathroom (including ensuite and water closet), kitchen or laundry area of the Lot.

3. Interpretation of By-law

- 3.1 In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- 3.2 This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically ***Special By-law 5 –Minor Renovations***, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

4. Retrospective application for unauthorised Wet Area Works

Where any Wet Area Works covered under **clause (6)** of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Wet Area Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Wet Area Works.

5. Grant of Special Privileges

On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

6. Conditions of undertaking Wet Area Works

6.1 Before undertaking Wet Area Works

(a) Prior Notice

The Owner must:

- (i) at least twenty-one (21) days before commencing the Wet Area Works, give notice to the Owners Corporation

through their agent in writing advising of the anticipated commencement date and duration of the Wet Area Works.

- (ii) ensure receipt of a letter of approval detailing any specific requirements for the Wet Area Works prior to commencing Wet Area Works as indicated in clause (12) of By-law 5 – Minor Renovations of owners.
- (iii) at least seven days before commencing the Wet Area Works, give notice in writing to all owners in the same block as the Lot to be renovated advising of the anticipated commencement date and duration of the Wet Area Works. Notification to be by delivery to individual unit letterboxes at the front of Camelot and a notice posted on the general notice board at the entrance to the each block.

(b) Planning, Approvals and Certificates

- (i) The Owner must, if required by law, obtain written approval for the Wet Area Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Wet Area Works.
- (ii) provide a construction certificate for the Wet Area Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Wet Area Works prior to commencement, providing those documents or certificates to the Owners Corporation.

(c) Specifications and Insurance for Wet Area Works

The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Wet Area Works prior to commencing the Wet Area Works, including but not limited to:

- (a) further specifications of the Wet Area Works including a detailed plan of the wet area and proposed location of fixtures and fittings;
- (b) details of the contractor(s) performing the Wet Area Works; and
- (c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Wet Area Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

6.2 Carrying out the Wet Area Works

(a) Time for Completion of Wet Area Works

The Owner must ensure the Wet Area Works is performed with due diligence and are completed with a reasonable time from the date of commencement.

(b) Hours of Works

The Owner must perform the Wet Area Works as prescribed by the Local Council, or if the Council does not prescribe any work times, between 8.00am and 5.00pm on Monday – Friday and between 9.00am and 3.00pm on Saturdays (excluding public holidays).

(c) Compliance with Codes

The Owner when performing the Wet Area Works must:

- (i) 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.
- (ii) ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Wet Area Works are undertaken.

(d) Licensed Contractor

The Owner must ensure that a duly licensed insured contractor undertake the Wet Area Works, and if any Wet Area Works involve plumbing works that it is undertaken by a duly licensed insured plumber.

(e) General Conditions

When performing the Wet Area Works, the Owner must:

- (i) ensure that the Wet Area Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (ii) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (iii) ensure the Wet Area Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (iv) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Wet Area Works.
- (v) must only perform the Wet Area Works when the door between the Lot and the common property is completely closed.
- (vi) ensure that the corridor serving the Lot is protected from damage for the duration of the Wet Area Works.
- (vii) ensure that any carpeted area is protected by using floor protection and kept reasonably clean during any Wet Area Works.
- (viii) repair promptly any damage caused or contributed to by Wet Area 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.

6.3 After Completion of the Wet Area Works

Upon completion of the Wet Area Works, the Owner must:

- (i) restore all other parts of the common property affected by the Wet Area Works as nearly as possible to the state they were in immediately before the Wet Area Works.
- (ii) deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Wet Area Works:
 - (a) Certification of waterproofing from a duly licensed and insured contractor; and
 - (b) any other documents, requisite certificates or photographs reasonably required by the Owners Corporation relating to the Wet Area Works and the occupation of the Lot.

7. Owner's Enduring Obligations

7.1 Maintenance and Repair

- (i) The Owner must, at the Owner's expense, properly maintain the Wet Area Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Wet Area Works
 - (ii) A duly licensed plumber must undertake the maintenance of any Wet Area Works involving plumbing works.
 - (iii) The maintenance, repair, replacement of any Wet Area Works will be at the cost of the Owner.
- If the Owner removes the Wet Area Works or any part of the Wet Area Works made under this by-law,
- (iv) the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

7.2 Liability and Indemnity

- (i) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Wet Area Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Wet Area Works; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Wet Area Works.
- (ii) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace, or repair the Wet Area Works performed under this Common Property Rights By-law.
- (iii) Where there is water leakage or ingress from the Owner's lot following any Wet Area Works, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.
- (iv) Where the water leakage or ingress has not been caused by the Wet Area Works performed by the Owner, the Owners Corporation shall reimburse any cost of any investigation and/ or reports incurred by the Owner as required under **clause (iii)** above.

7.3 Repair of Damage

- (i) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Wet Area Works no matter when such damage may become evident.
- (ii) Any loss and damage suffered by the Owners Corporation as a result of making and using the Wet Area Works, including failure to maintain, renew, replace or repair the Wet Area Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

8. Breach of By-law

If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

- (i) Carry out all works necessary to perform that obligation, pursuant to s120 (2) of the *Strata Schemes Management Act 2015*;
- (ii) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
- (iii) Subject to s122 (4) of the *Strata Schemes Management Act 2015*, enter onto any part of the parcel to carry out that work; and
- (iv) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation, pursuant to s120 (5) of the *Strata Schemes Management Act 2015*.