

## STRATA SCHEMES MANAGEMENT REGULATION 2016

### Schedule 2 –By-Laws for pre-1996 strata schemes

(Clause 35)

#### **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 Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (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 written approval of the owners corporation.

**Note:** This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (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 Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **4. Damage to lawns & plants 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 Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (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 owners corporation.

**Note:** This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owner's corporation under clause (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 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (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 Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (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 Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (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 Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (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 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 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **9. Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material 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 Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (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 Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (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 Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (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 Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (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 strata committee so as to enable the strata 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 Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (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 Schemes (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 receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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), and
- (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 Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **16. Keeping of Animals**

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, 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.

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

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

## 17. Appearance of lot

(1) The owner or occupier of a lot must not, without the 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 Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 18. Notice-Board

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

**Note:** This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (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 Bylaw No. 1 - Awning Works 2021

### Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges in respect of part of the common property as a consequence of erection, attachment or replacement of Awning Works to the common property within the Owner's Lot and assigns responsibility for the repair and maintenance of the Awning Works undertaken in accordance with the conditions in this Common Property Rights By-law.

### Defined Terms and Interpretation

(2) "**Awning Works**" means the alterations and additions, performed by an Owner (at the Owner's expense and to remain the Owner's fixture) to install or replace awnings on the verandahs of a Lot in accordance with the following specifications:

- (a) the awnings be a spring loaded, self-winding Luxoflex type blind;
- (b) the awnings be attached to the underside of the upstairs verandah where applicable near the outside edge with the unfurled blind strapping attached to the handrail with Velcro;
- (c) for top floor Lots where there is no verandah above, the awnings can be attached to a metal arm(s) extended from beneath the eaves of the Lot;
- (d) fabric of the awnings to be Vistaweave and Ebony (Black) in colour; and
- (e) the awning and associated hardware must not affect the structure of the Building or interfere with the use and enjoyment of any other lot.

(3) "**Lot**" is lot 1-9 on the strata scheme.

(4) "**Owner**" means the owner or owners of a Lot from time to time on strata plan no.35239.

(5) "**Special Privileges**" means the privilege to alter and add to the common property by undertaking Awning Works that affect the common property.

(6) 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.

(7) This Common Property Rights 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 Common Property Rights Bylaw prevails.

### Grant of Special Privileges

(8) 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.

## **CONDITIONS**

### **Before undertaking Awning Works**

#### **Planning, Approvals and Certificates**

(9) The Owner must obtain the written consent of the strata committee of the Owners Corporation prior to undertaking Awning Works.

(10) The Owner must, if required by law, obtain written approval for the Awning 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 Awning Works.

#### **Specification of Works**

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

- (a) further specifications of the Awning Works;
- (b) details of the contractor installing or replacing the Awning Works;
- (c) the signed Owner's consent form for this By-law in respect of the Awning Works; and
- (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Awning Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

### **Carrying out the Awning Works**

#### **Hours of Works**

(12) The Owner must perform the Awning Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

#### **Compliance with Codes**

(13) The Owner when performing the Awning Works 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.

(14) The Owner when performing the Awning Works 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 Awning Works are undertaken.

#### **General Conditions**

(15) When performing the Awning Works, the Owner must:

- (a) ensure that the Awning Works are performed in accordance with the specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Awning Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Awning Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Awning Works.
- (f) repair promptly any damage caused or contributed to by Awning 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.

### **After Completion of the Awning Works**

(16) Immediately upon completion of the Awning Works, the Owner must restore all other parts of the common property affected by the Awning Works as nearly as possible to the state they were in immediately before the Awning Works.

(17) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Awning Works and the occupation of the Lot (for example, any necessary compliance certificate).

### **Owner's Enduring Obligations**

#### **Maintenance and Repair**

(18) The Owner must, at the Owner's expense:

- (a) properly maintain the Awning Works undertaken on their Lot and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Awning Works; and
  - (b) properly maintain the common property that will be altered or added to by the Awning Works and occupied by the Awning Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (19) If the Owner removes the Awning Works or any part of the Awning Works undertaken in accordance with this bylaw, 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**

(20) 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 use, installation or replacement of the Awning Works;

(b) any amount payable by way of increased insurance premiums, or any insurance excess, paid by the Owners Corporation as a direct result of the use, installation or replacement, and any claims made in respect of the Awning Works; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use, installation or replacement of the Awning Works.

(21) 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 Awning Works performed under this Common Property Rights By-law.

### **Repair of Damage**

(22) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Awning Works no matter when such damage may become evident.

(23) Any loss and damage suffered by the Owners Corporation as a result of performing and using the Awning Works, including failure to maintain, renew, replace or repair the Awning Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

### **Breach of By-law**

(24) The Owners Corporation reserves the right to replace or rectify the Awning Works 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 Common Property Rights 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.