

CONSOLIDATED BY-LAWS

STRATA SCHEME 8752

“OCEANIC UNITS”

8-12 NORTH STREET

FORSTER NSW 2428

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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 of any person lawfully using common property.

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and 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.

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.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner’s lot against intruders, or
 - (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.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

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.

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.

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.

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.

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.

(3) An owner or occupier must follow the approval process for installation of hard flooring within the lot as set out in *Special By-law 7 – Unit Renovations*.

(4) Where complaints arise regarding transmission of noise to other lots due to tiling or other hard flooring installations being previously installed in bedrooms and living areas, an owner or occupier must take remedial action to suppress this transmission by adequately covering floor spaces and fitting noise suppression pads to all furniture.

(5) Where an owner fails to take sufficient remedial action as required in clause (4) above, further action may be taken by the committee.

15 Disposal of waste – shared bins

1) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(c) 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

(d) 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.

2) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirement or giving notices in writing to owners or occupiers of lots.

- 3) In this by-law:
bin includes and receptacle for waste.
waste includes garbage and recyclable material.

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the 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.

18 Notice board

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

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 – Common Property Doors & Windows (AGM 7/12/1992)

(1) Locks, Latches & Remotes

- (a) A lot owner or occupier shall be entitled to the exclusive use of any keys or remote controllers that service all originally fitted common property doors, windows, security gates locks or latches.
- (b) Each lot owner or occupier shall be individually responsible for the cost of replacement of any key or remote control due to loss, misuse or accidental damage, including normal wear and tear.
- (c) Each lot owner or occupier shall be individually responsible for the repair of associated hardware fitted on common property doors, windows, security gates locks or latches, due to any damage caused as a result of misuse by the lot owner or occupier.
- (d) All hardware associated with keys or remote controllers is common property and lot owners or occupiers are therefore not authorised to damage, make additions, alterations or any changes whatsoever.

(2) Window Screens & Safety Devices

- (a) A lot owner or occupier must not remove, tamper or wilfully damage any kid safety screens or other window security devices installed by the Owners Corporation.
- (b) A lot owner or occupier shall be entitled to the exclusive use of all other screens fitted to windows or balcony sliding doors.
- (c) If any kid safety screens or other window security devices are damaged or removed by a lot owner or occupier, or their visitors or invitees, then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the kid safety screens or other window security devices and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the kid safety screens or other window security devices.
- (d) The Owners Corporation reserves the right to repair or replace any kid safety screens or other window security devices damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the Owners Corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or

fees 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.

Special By-law 2 – Security Gate (EGM 16/10/1995)

In addition to the powers, authorities, duties and functions conferred or imposed upon the Body Corporate by the Act and the By-Laws, the Body Corporate shall have the power to install a security gate on the entrance to the basement carpark, this addition to common property being maintained by the Body Corporate.

Special By-law 3 – Lot 11 & 12 Wall Removal (EGM 6/9/1999)

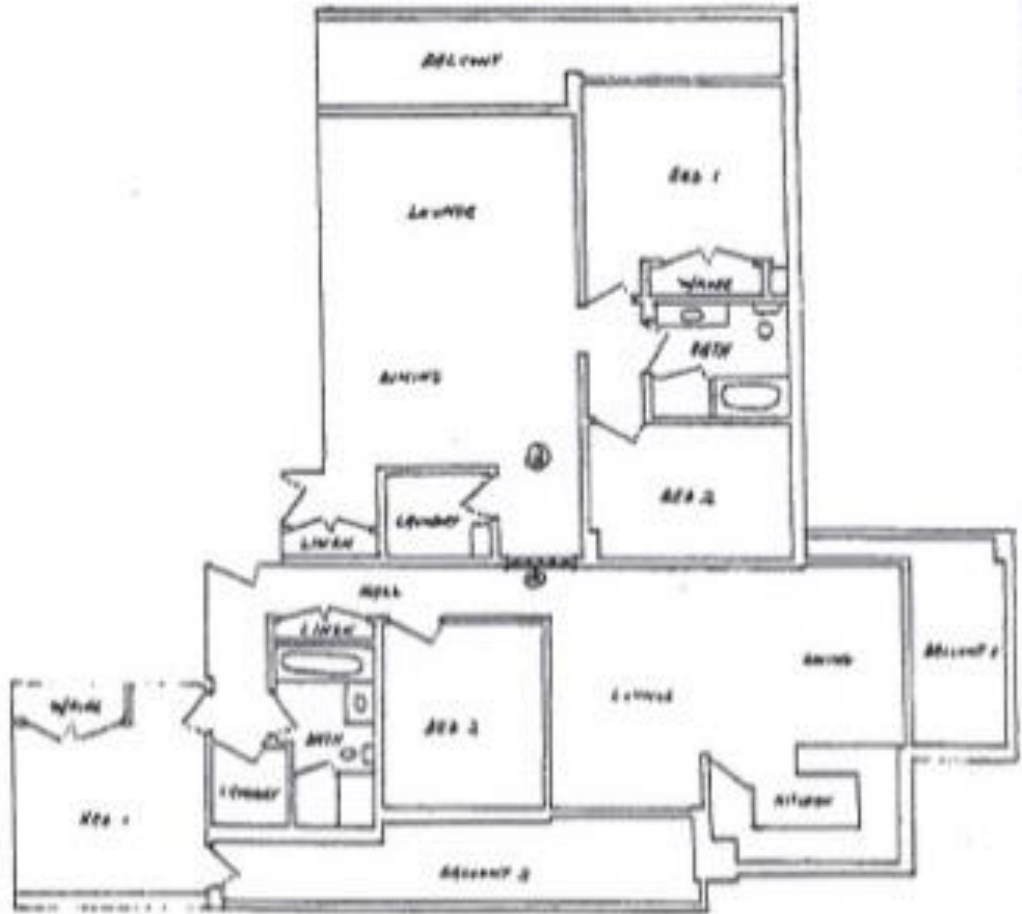
This By Law relates to the removal of the wall between lots 11 & 12 - the wording is set out in full in the minute book as follows:

1. Subject to the compliance with the conditions hereinafter appearing the owner of the time being of lots 11 and 12 be entitled to exclusive use and enjoyment of that part of the common property (hereinafter called '**the subject area**') designated on the **plan annexed hereto and marked 'C'**.
2. The owner of lots 11 and 12 comply in all respects with the Development Consent issued by Great Lakes Council on 25 June 1999.
3. Prior to the commencing of any works the owner for the time being of lots 11 and 12 execute a contract with a builder and ensure that the builder has insurance under the Home Building Act 1989 in relation to the work to be undertaken.
4. The said owner of lots 11 and 12 indemnify the Owners Corporation from and against all or any claims, actions or demands which may be or raised by any other owner or the Owners Corporation arising out of or in relation to any damage caused to the common property or to any owners as a result of the works to be undertaken.
5. Upon completion of the works the said owner of lots 11 and 2 provide a Certificate in terms satisfactory to the Owners Corporation from an engineer as to the structural integrity and adequacy of the works.

Resolved that the common seal of the Owners Corporation be affixed to all notices, instruments, documents and plans which may be necessary to give effect to the above motions.

UNITS 31 AND 32, "OCEANIC", 2-12 NORTH ST., PORTER

SCALE: 1/80



- ② WELL TO BE REMOVED TO PROVIDE OPENING TO THE HALL -
- ① EXISTING KITCHEN - TO BECOME HALL

Handwritten initials or signature.

Special By-law 4 – Garages and Security Fence (EGM 24/7/2000)

This By Law relates to the construction of garages; it also confers on the owners corporation the power to demolish existing perimeter fencing and replace with brick fencing and the power to install security fencing - the wording is set out in full in the minute book as follows:

1. Definitions

- i) The following terms are defined to mean:
“Security gate” means a motorised sliding gate and mechanisms (including all ancillary structures) to provide entry for lot owners and occupiers to entry for lot owners and occupiers to the carpark upon the common property as described in the terms and conditions of consent in paragraph 16 of the notice of Determination of the Great Lakes Council for Development Approval Number 654/00, a copy of which is attached to this by-law.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under the Act.

2. Powers and Duties

The owners corporation shall have the following additional powers, authorities duties and functions:

- a) The power to install the Security Gate;
- b) The power to enter into arrangements with third parties from time to time for the operation of the Security Gate and the installation, repair and replacement of the Security Gate;
- c) The duty to keep the Security Gate installed pursuant to this by-law in good and serviceable repair;
- d) The duty to replace the Security Gate from time to time as determined by the owners corporation; and
- e) The power to provide to owners and/or occupiers of lots, on terms and conditions (including but not limited to the payment of a security deposit) determined by the owners corporation from time to time, any devices or information required to operate the Security Gate.

3. Selection of Successful Tender

Prior to selecting a tender a proposal which has been raised during the initial discussion that the security gate and fire gate be deferred was put to the meeting.

Mr John Kouri put the motion ‘that installation of the security gate be deferred’.

Mr Keith Smith foreshadowed that should this motion be defeated he would put the motion ‘that the project proceed in its entirety with the Executive Committee being empowered to decide regarding the positioning of the fire gate after further consultation with Great Lakes Council.

The motion to defer installation of the security gate was defeated.

Resolved that the project proceed in its entirety with the Executive Committee being empowered to decide regarding the positioning of the fire gate after further consultation with Great Lakes Council.

It was agreed that it appeared Chris Hunter, Builder, had not fully studied the requirements of the DA.

Resolved to engage Chris Hunter to undertake the construction of the garages, security wall and gate, but that letter be written to him stating that it was the opinion of the meeting that he was not fully aware of some on the conditions and asking him to reaffirm his price.

4. Inspection by Engineer

Resolved that RPE Engineering Services be engaged to inspect the construction works at appropriate times and on completion.

Special By Law No 5 – Lot 1 Exclusive Use (AGM 8/11/2002)

The Owners of Lot 1 be granted Exclusive Use of the concrete slab forming the roof line of garage no 6, subject to the following conditions:

1. That the balustrade be fitted at the same time as the Owners Corporation replaces all balustrades and that it be of the same type and the Owner of Lot 1 be responsible for payment of the

additional length of balustrade bordering the concrete slab over garage no. 6; and the construction of a hob around the edge of the slab bordering the roof of garage 6.

2. That the proposed additional railing, hob and tiling of the area be carried out in a workmanlike manner by a suitably qualified tradesperson;
3. That any damage caused to the Common Property due to the proposed additional balustrade hob and tiling be rectified by the owner of lot 1;
4. That the ongoing maintenance of the tiling attached to that area be the responsibility for the time being of the Owner of Lot 1.
5. That the owner indemnify the Owners Corporation its costs and expenses incurred in relation to the proposed building work, its approval and any resulting documentation

Special By Law No 6 – No Holiday Letting Signage (refer minutes AGM 8/11/2002)

An owner or their agent must not display on any part of 'Oceanic' a sign advertising holiday letting.

Special By Law No 7 – Unit Renovations (AGM 7/11/2005)

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Unit 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 impact on an Owner or occupier of a lot.
- (2) This by-law puts an Owner on notice as to how Unit Renovations should be performed within a lot and the common property.
- (3) This by-law distinguishes between different types of Unit Renovations, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the common property of the scheme.

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

- (4) The Owner upon making a request to carry out Unit Renovations on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Unit Renovations

- (5) Where any Unit Renovations were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Unit Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Unit Renovations.
- (6) Where any Unit Renovations were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Unit Renovations undertaken, and it is found to have resulted in diminished access to service ducts, supply of any water, electricity, phone, television, intercom etc., impeding on the Owners Corporation to effectively carry out repair, maintenance or replacement to those Common Property services, ducts or supply lines, the cost of removal and replacement of those Unit Renovations is to be borne by the Owner both current and future. The Owners Corporation will not be liable for any loss incurred by the Owner for matching of materials required by Owner to remediate.

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

- (7) The Unit Renovations covered under this by-law require the written consent as specified under this by-law, and does not confer special privileges to keep the Unit Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- (8) The Owners Corporation may at any time request the removal of an item installed under this by-law (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 item installed under this by-law.

CONDITIONS

The Application Process

- (9) An application must be made in accordance with **Annexure A** to this by-law "**Application To Perform Unit Renovations**" prior to commencing any Cosmetic Works, Minor Renovations and Major Renovations within a lot or on common property, to determine which category of work the Unit Renovation falls under and what approval will be required.

Unit Renovations Items List

- (10) The Owners Corporation is empowered to create and implement a “**Unit Renovations Items List**” as outlined in **Annexure B** to this by-law, which categorises the different types of Unit Renovations as described in this by-law, which will be authorised pursuant to the conditions in this by-law.
- (11) The Owners Corporation may amend this Unit Renovations Items List from time to time by ordinary resolution.

Lot Register of Unit Renovations

- (12) A “**Lot Register of Unit Renovations**” shall be kept by the strata managing agent and an Owner of a lot is responsible to ensure that the strata managing agent is notified of all Unit Renovations undertaken on a lot and that all Unit Renovations be included and updated on the Lot Register.

Cosmetic Works

- (13) Where an Owner of a lot intends to carry out Cosmetic Works, no Owners Corporation approval or Bond is required, however the Owner must adhere to the “**Special Conditions for all Unit Renovations**” as set out in this by-law.
- (14) Any Cosmetic Works undertaken by an Owner shall be the Owner’s responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

Minor Renovations

- (15) Where an Owner intends to carry out Minor Renovations within a lot, the Owner must obtain the prior approval of the Owners Corporation by Ordinary Resolution at a General Meeting and must pay a Bond as set out in this by-law.
- (16) The Owner must adhere to the “**Special Conditions for all Unit Renovations**” and “**Special Conditions for Minor Renovations and Major Renovations**” as set out in this by-law.

Major Renovations

- (17) Where an Owner intends to carry out Major Renovations within a lot or on common property, the Owner must obtain the prior approval of the Owners Corporation by Special Resolution at a General Meeting and must pay a Bond as set out in this by-law.
- (18) The Owner must adhere to the “**Special Conditions for all Unit Renovations**” and “**Special Conditions for Minor Renovations and Major Renovations**” and “**Additional Special Conditions for Major Renovations**” as set out in this by-law.

Special Conditions for all Unit Renovations – Cosmetic, Minor and Major Renovations

Hours of Works

- (19) The Owner must only perform the Unit Renovations at the following times:
- (a) For noisy building activities (including, but not limited to, concrete drilling or constant hammering) between 9.00am and 3.00pm on Monday to Friday, inclusive;
 - (b) For extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding weekends and public holidays);
 - (c) For any other activities between 8:30am and 4:30 pm on Monday to Friday (inclusive); or
 - (d) Such other times as approved by the Owners Corporation.
- (20) The Owner must not carry out Works on weekends, public holidays and school holidays, with the exception of painting or other quiet, non-disruptive, small impact works of a cosmetic nature.
- (21) The Owner must provide to the Owners Corporation at least 48 hours notification of any noisy building activities referred to herein intended to be carried out by the Owner’s contractors.

Use of Lift

- (22) Transportation of goods in the lift shall be in accordance with the conditions of **By Law 13 – Moving furniture and other objects on or through common property & Special By-law 14 – Use of Lift**, as well strict adherence to legal weight restrictions in place.
- (23) Any callouts to a lift company due to misuse, overloading or damage caused by an Owner’s use will result in full costs being charged to Owner.
- (24) All items transported in the lift must be covered with padded and protective materials so as not to damage the lift or its surrounds in any way whatsoever.

Compliance with Codes

- (25) The Owner when performing the Unit 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.
- (26) The Owner when performing the Unit Renovations must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Unit Renovations are undertaken.

General Conditions

- (27) The Owner must ensure that duly licensed and insured contractors complete the Unit Renovations in a proper and workmanlike manner.
- (28) The Owner must ensure that any party engaged to carry out the Unit Renovations is briefed on requirements as detailed in this by-law.
- (29) The Owner, or managing agent of the lot where the lot is leased, must control and be responsible for actions by their tradesman with adherence to all aspects of the by-laws for this strata scheme including, but not limited to:
 - (a) security of the building and its fire systems are to be maintained at all times;
 - (b) observance of all Occupational Health & Safety Laws; and
 - (c) Asbestos & Fire Safety Laws.
- (30) Unit Renovations must be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (31) The Owner must keep all areas of the building outside their lot clean and tidy throughout the performance of the Unit Renovations.
- (32) The Owner must ensure that no building materials are stored on common property.
- (33) The Owner must ensure all construction materials, equipment, debris and other material, are not deposited into any of the building's waste facilities.
- (34) Work inside the lot must only occur when the door between the lot and the common property is completely closed and cleaning down of all tools and equipment must be contained within Owner's lot.
- (35) The Owner must ensure that the corridor serving the lot is protected from dust, noise and damage for the duration of the Unit Renovations.
- (36) The Owner must install a dust curtain to avoid transmission of dust to common areas or other lots and cleaning fees will be charged to the Owner if not complied with.
- (37) Whilst materials are being transported over common property all foyers, hallways, stairwells, landings and lifts in and out of the building are to be protected by way of a suitable temporary, OH&S compliant hard and soft surface protective product, and are kept clean on a daily basis.
- (38) The Owner ensure that the contractors appointed by the Owner, park their Vehicles in the Owner's respective car space, or in any designated area of common property as determined by Owners Corporation or the strata committee.
- (39) The Owner must repair promptly any damage caused or contributed to by Unit 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

Owner's Enduring Obligations

Maintenance and Repair

- (40) Where an Owner undertakes any Unit Renovations under this by-law, the Owner of a lot must, at the Owner's cost, properly maintain and keep the Unit Renovations in a state of good and serviceable repair and must replace the Unit Renovations (or any part of them) as required from time to time.
- (41) If the Owner removes the Unit Renovations or any part of the Unit Renovations undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the common property to its original condition.

Owners Fixtures

- (42) The Unit Renovations shall remain the Owner's fixtures.

Liability and Indemnity

- (43) Where an Owner undertakes any Unit Renovations under this by-law, 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 Unit Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Unit Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Unit 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 Unit Renovations.
- (44) 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 Unit Renovations performed under this by-law.

Repair of Damage

- (45) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Unit Renovations no matter when such damage may become evident.
- (46) Any loss and damage suffered by the Owners Corporation as a result of making and using the Unit Renovations, including failure to maintain, renew, replace or repair the Unit Renovations 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

- (47) The Owners Corporation reserves the right to replace or rectify the Unit 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.

Special Conditions for Minor Renovations and Major Renovations

Additional Documents to be Provided

- (48) It is a breach of By-laws to carry out Minor Renovations and Major Renovations without first obtaining approval of the Owners Corporation at a General Meeting by way of either General or Special Resolutions as applicable.
- (49) Approval of the Owners Corporation is not considered approved until minuted in the respective General Meeting minutes and all relevant pre-planning & certification requirements have been met
- (50) In addition to the application made in accordance with **Annexure A** to this by-law "**Application To Perform Unit Renovations**", the Owner must provide:
- (a) Details of all work along with clear copies of plans and detailed scope of works;
 - (b) Licenses and adequate insurance documentation of all tradesmen working or impacting on common property within the lot. Current licenses and compliant insurance documents are to be submitted with the "**Application To Perform Unit Renovations**".
 - (c) Details of waste management and disposal.
- (51) The Owner must provide a detailed Management Plan, if requested by the Owners Corporation, dealing with methods of demolition and construction, and the transportation of building materials through the common property, which management plan shall include:
- i) Duration of Works;
 - ii) Hours of Work;
 - iii) Compliance with directions and requirements of any statutory authority including Council;
 - iv) Protection to common property;
 - v) Cleaning of the lot and common property;
 - vi) Repair of any damage to common property;
 - vii) Security of the Building; and
 - viii) Provision of amenities for the licensed contractor appointed by the Owner.

Security Bond

- (52) The Owner must pay a Security Bond of \$3,000.00 to Oceanic's nominated Bank Account via Strata Managing Agent, seven (7) days prior to approved commencement date of any works, including demolition, site preparation, delivery or removal of any materials involved in the approved renovation.
- (53) The Security Bond will be refundable seven (7) business days after completion of Works and final approval inspection by the Owners Corporation being satisfied that all works have been carried out and are compliant to what was approved.

Unit Renovation Signage

- (54) The Owner, or their agent, must ensure that completed approved "Unit Renovation Signage", provided by the Owners Corporation at time of approval, is placed in the Foyer and the Elevator showing details of the works, 24hr contact numbers, commencement, completion dates and hours of works and is to remain in place for the duration of the works.

Structural Alteration

- (55) Any works involving removal of any part of any wall, requires certification by a Structural Engineer, to be provided at the cost of the Owner, to determine load bearing status, as well supplying pre and post dilapidation reports of adjoining units, supply advice on impact to the whole building and setting out safe work practices for the scope of works.

Additional Special Conditions for Major Renovations **Requirement for Common Property Rights By-law**

- (56) Where an Owner intends to carry out Major Renovations within a lot, or where any Unit Renovations 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 Unit Renovations, a Common Property Rights By-law for the Lot Major Renovations must be passed at General Meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the common property Certificate of Title of the Owners Corporation.
- (57) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the preparation, approval and registration of any Common Property Rights By-law for Lot Major Renovations, indemnifying the Owners Corporation of any loss or damage caused by the Major Renovations and confirming that the current and future owner of the Lot is responsible for the ongoing maintenance, repairs and replacement of any part of the Major Renovations.
- (58) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

Major Renovations resulting in diminished access to Common Property

- (59) Major Renovations that result in diminished access to Common Property service ducts, supply of any water, electricity, telephone, television, intercom etc. that impedes Owners Corporation to effectively carry out future repairs, maintenance or replacement to those Common Property services, ducts or supply lines, the cost of that removal and replacement of is to be borne by the Owner both current and future. The Owners Corporation will not be liable for any loss incurred by the Owner for matching of materials required by Owner to remediate

Additional Supporting Documents

- (60) The Owner must, at their own cost, supply all statutory consents and professional pre-works planning guidelines, statutory reports, or recommendations, as well in the case of wall removal address any associated or perceived impacts to other lot owners property, by way of providing a Structural Engineers Certificate, a pre and post dilapidation report of adjoining units, common property and building integrity associated with the carrying out the Major Renovations.
- (61) The owner must, at their own cost, supply certification by licensed bodies (EG council & Fire services, structural engineers, plumbers, electricians and water proofers etc) that the major renovations have met all relevant statutory policy and legislative requirements. The certification reports are then to be kept as a permanent record within owners corporation files for that lot.
- (62) If an architect or other design consultant is involved, then the nature and scope of the Major Renovations will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Unit Renovations.

Final Approval

- (63) Upon completion of Major Renovations, an Owner must inform the Owners Corporation that the Major Renovations are complete and provide to the Owners Corporation, if requested:
- a) access to the lot for the purpose of allowing the Owners Corporation or its agent or contractor to inspect the Major Renovations to ensure that they have been completed to a satisfactory standard, and in accordance with this By-Law and the application made by the Owner pursuant to this by-Law to carry out or keep Major Renovations;
 - b) a final certification of the Major Renovations from an engineer approved by the Owners Corporation;
 - c) an Occupation Certificate, Building Certificate or such other certification which is required by Council or any other statutory authority on completion of the Major Renovations; and
 - d) such other reasonable documentation as the Owners Corporation may reasonably require; for its final approval of the Major Renovations.
- (64) The Strata Managing Agent's inspection costs are to be borne by Owner (as per Strata Management Company's current scheduled fees) and any Trades Qualified professional inspections if required, shall be at Owner's cost.

Defined Terms and Interpretation

- (65) **"Cosmetic Works"** means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and as specified in the Unit Renovations Items List annexed to this by-law.
- (66) **"Major Renovations"** means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, work for which consent or another

approval is required under any other Act, and as specified in the Unit Renovations Items List annexed to this by-law.

- (67) **“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 in the Unit Renovations Items List annexed to this by-law.
- (68) **“Owner”** means any owner or owners of a lot from time to time on the strata plan and include any subsequent or future owner or owners of a lot within the scheme.
- (69) **“Unit Renovations”** means the Cosmetic Works, Minor Renovations and / or Major Renovations undertaken on a lot and that have an impact on the common property of the scheme.
- (70) 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.
- (71) 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.

Annexure A

APPLICATION TO PERFORM UNIT RENOVATIONS

To the Secretary & strata managing agent

I/We _____ the Owner(s) of Lot _____ hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Unit Renovations to my/our lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used, method of installation, and proposed location:
.....
.....
.....
2. Name of Contractor
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance.....
.....
5. Is Council approval required: Yes/No
6. If yes, has application been made for Development Approval.....
7. Date works intend to start.....
8. Duration of works (Timetable of major components of works).....
.....
9. I have read Special Bylaw – Unit Renovations and acknowledge that no work may commence unless approved in writing as required under Special Bylaw – Unit Renovations.
10. I acknowledge that any Unit Renovations undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....
Date.....
Received by Owners Corporation.....
Name & Date.....

(Note: Must use one form for each tradesperson/contractor engaged to undertake Unit Renovations)

ANNEXURE B

UNIT RENOVATIONS ITEMS LIST

CATEGORIES OF UNIT RENOVATIONS

The Unit Renovations Bylaw puts Owners on notice as to how “Unit Renovations” should be performed within a lot and the common property. This By-law distinguishes between different types of “Unit Renovations”, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the common property of the strata scheme.

Below is a list of items that have been categorised into the different types of Unit Renovations as described in the Unit Renovations Bylaw

COSMETIC WORKS

- (i) Work for the following purposes is prescribed as cosmetic works pursuant to s109 (2) of *Strata Schemes Management Act 2015*:
 - (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls
 - (b) installing or replacing handrails
 - (c) painting
 - (d) filling minor holes and cracks in internal walls
 - (e) laying carpet
 - (f) installing or replacing built-in wardrobes
 - (g) installing or replacing internal blinds and curtains

MINOR RENOVATIONS

- (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 (also refer to *By Law No 14 – Changes to Floor Coverings*)
 - (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 (also refer to *By Law No 14 – Changes to Floor Coverings*)
 - (b) installing a rainwater tank
 - (c) installing a clothesline
 - (d) installing a reverse cycle split system air conditioner
 - (e) installing double or triple glazed windows
 - (f) installing a heat pump
 - (g) installing ceiling insulation

MAJOR RENOVATIONS

- (a) Works involving alteration or interference of the structure, support, or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads (also refer to *Special By Law No 12 – Structural Alterations*)
- (b) Works involving removal or addition of any structural elements to the building requiring local authority development approval, including but not limited to, enlarging openings, forming new openings, installing external structures, removal of common property walls in whole or in part within a lot

- (c) Works involving changes the external appearance of a lot, including the installation of an external access ramp
- (d) Works involving waterproofing on the lot, including waterproofing the bathroom, kitchen and/or laundry floors of the lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the lot
- (e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority.

Special By Law No 8 – Equipment on Balconies (refer minutes AGM 7/11/2005)

RESOLVED that the Owners Corporation of Strata Plan 8752 "Oceanic" **SPECIALLY RESOLVE** pursuant to Section 47 of the Strata Schemes Management Act 1996 to make an additional by-law and to give consent for the Strata Manager to proceed with the lodgement and registration of this by-law in the following terms:

No equipment such as air conditioners or hot water systems shall be installed / fixed on balconies without prior written consent from the Owners Corporation.

Special By Law No 9 – Fire Services (refer minutes AGM 7/11/2005)

A. DEFINITION/S

For the purposes of this by-law, the following words shall define to mean:

- (1) **"False Alarm"** means false alarm resulting from any activation of the fire control alarm except in the course of a test of which prior notice was given to a fire brigade officer and that the Commissioner is satisfied was properly carried out, and it is the second or subsequent occasion of any such false alarm by the alarm during any period of 60 days.
- (2) **"Fire Safety Device"** means any device installed within a lot or on the common property by the Owners Corporation from time to time for the purpose of:
 - (a) Monitoring the incidence of smoke, heat and fire in the parcel;
 - (b) Signalling warnings of danger or other hazards as a result of fire in the parcel;
 - (c) Notifying (by audible, telephonic or other means) any fire protection agencies of the risk of occurrence of fire or other like danger or hazards in the parcel; and /or
 - (d) Extinguish a fire in the parcel.

B. SMOKE DETECTORS

- (1) The Owners Corporation, for the time being, will provide lot owners one (1) planned Annual Smoke Detector inspection and where a smoke alarm has a replaceable type battery, the Owners Corporation shall supply one (1) battery annually.
- (2) For the purpose of ensuring each lot has a working smoke detector installed an Authorised Fire Protection Service will be engaged by the Owners Corporation to perform this test with prior notification given to all lot owners.
- (3) The replacement costs for age expired or defective smoke detectors found at the time of inspection or at any other time by an owner, occupier or lessee of the lot, including costs associated with obligations to meet all applicable NSW, or others legislation, in regards to Homeowners, Tenants, Landlord or their Agent, is the sole responsibility of the lot owner.

C. FIRE SAFETY INSPECTIONS

- (1) The Owners Corporation may recover from any Owner all fines incurred for failing to provide an Annual Fire Safety Statement under the *Environmental Planning and Assessment Regulations 2000* occasioned by the Owner for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- (2) The fines incurred by the Owners Corporation will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that –
 - (a) fail to provide access to an authorised person; or
 - (b) the actions of the Owner (s) or their tenant (s), has caused fines to be incurred by the Owners Corporation.
- (3) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under section 123 of the *Strata Schemes Management Act 2015* occasioned by the Owner (s) or their tenant (s), for a failure

to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.

D. FALSE FIRE ALARM FEES

- (1) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand on the Owner's levy account, any chargeable False Alarm fees imposed by the Commissioner under the *Fire Brigades Regulation 2008* occasioned by an Owner or Occupier.
- (2) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand on the Owner's levy account, any costs associated with the False Alarm caused by the Owner or Occupier, including any damage to the common property, such as the removal or damage of a door to access a lot or the common property, occasioned as a result of the False Alarm.

E. PROHIBITIONS

An owner, occupier or invitee of a lot shall not:

- (a) Interfere with the operation of any Fire Safety Device,
- (b) Act or omit to act in any manner so as to activate any Fire Safety Device except in the case of the happening of emergencies and / or other events likely to cause risk, hazard or danger to the building comprised in the Strata Plan 8752 or any person in the parcel, and
- (c) Deny reasonable access to the Lot for planned Annual Fire Safety Inspections or Smoke Detector Testing or refuse furnishing proof from a suitably qualified person that a compliant working smoke detector is in place.

F. OWNERS CORPORATION RIGHT TO REMEDY

If an owner, occupier or invitee of a lot breaches this by-law, then the Owners Corporation may:

- (a) (at its sole discretion) for the purpose of the requirement of having a working smoke detector within the lot impose on the owner or occupier a notice to within 14 days furnish written proof by a suitably qualified person that they have inspected the lot and the lot has a working smoke detector OR agree to pay for the return of the Owners Corporation Authorised Fire Service to carry out that inspection at a mutually arranged time, and
- (b) (at its sole discretion) Carry out all work necessary to comply with the obligation imposed on that owner or occupier, and
- (c) (at its sole discretion) Carry out all work necessary to remedy the breach by the owner or occupier, and
- (d) Recover the costs that the Owners Corporation incurs as a result of the breach and/or of exercising its rights under clauses F (a), (b) and (c) of this by-law from that owner or occupier as a debt due.

Special By Law No 10 – Blinds (AGM 7/11/2005)

All blinds and curtains to be light, beige or white in colour on the side facing the exterior of the building and is in keeping with the appearance of the rest of the building.

Special By Law No 11 – Access to Lot (AGM 7/11/2005)

An owner or occupier must allow access to the lot to investigate and/or repair common property:

- (a) In an emergency, without notice
- (b) Within 24 hours' notice for repair to any common property
- (c) With reasonable notice but with a maximum of fourteen (14) days for authorised persons to carry out safety and compliance inspections to: Child Safety Devices; Fire Safety Smoke Detectors; Balustrading or any other common property maintenance issues as they arise or is deemed necessary.

Special By Law No 12 – Structural Alterations (AGM 7/11/2005)

An owner or occupier shall make no structural alterations to any lot, including removal or reconfiguring of any walls, windows, entrance fire doors, fixed and sliding balcony doors, relocation of water, plumbing or sewage services including, electrical, television, phone or intercom cable installations that service more than their lot, without prior approval in writing, at owner's cost from the Owners Corporation as required under *Special By-law 7 – Unit Renovations*, and where necessary

with approval, and relevant supporting documentation, from any other NSW Planning, Structural Engineer or Local Government regulation in force or deemed necessary at the time.

Special By Law No 13 – Nuisance (AGM 7/11/2005)

An owner, occupier, tenant or invitee, must not use or enjoy the lot or common property, or permit it to be used in such a manner or for such purpose, as to cause a nuisance, hazard or, interfere unreasonably with the use or enjoyment of the lot or common property, to the occupier of any other lot or person on common property (whether that person is a lot owner or not).

Special By Law No 14 – Use of Lift

- (1) Any furniture or large item transported via the lift must be covered with padded or otherwise suitable materials so as to not cause damage to any part of the lifts' interior surface, including tiled flooring operating panels, doors or surrounding trims.
- (2) Weight limitations as displayed in the lift must be strictly complied with.
- (3) An adult should accompany any children under 12 years of age in the lift.
- (4) At the discretion of the Owners Corporation, willful damage by any means or by any person causing damage to the lift will, if any damage occurs due to an owner, owner's agent, occupier or invitee of a lot, the Owners Corporation may recover any costs for remediation of damage from the Owner as a due debt.

Special By Law No 15 – Smoke Penetration

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

Special By Law No 16 – Ceramic Tiles

- (1) All owner or occupier shall be entitled to the exclusive use of all ceramic tiles, including waterproofing, on his lot. This includes all balcony tiles installed by all owners over the original bare concrete flooring.
- (2) The owner shall be responsible for the ongoing maintenance, repair and replacement of all ceramic tiles, including waterproofing, on the lot.
- (3) Where an owner or occupier fail in their duty to properly maintain the ceramic tiles on their lot, the Owners Corporation shall be authorised, after giving written notice to the owner or occupier, to enter the lot to carry out the repair and to charge the cost of the repair to the owner of that lot.

Special By Law No 17 – Pool Area

- (1) In this by-law "the pool area" refers to the pool and the surrounding pool area within the strata scheme.
- (2) The pool area shall be open and available for use between the hours of 8:30am and 8:30pm daily.
- (3) The owner or occupier of a lot shall not do anything of the following, nor allow them to be done, within the pool area:-
 - (a) smoking, eating or drinking;
 - (b) consuming alcohol;
 - (c) using bottles or glass;
 - (d) running, jumping or diving;
 - (e) using balls, boogie boards or large inflated objects;
 - (f) using soap, bubble bath or shampoo;
 - (g) be inadequately clothed;
 - (h) nude bathing;
 - (i) creating noise that would otherwise breach the bylaws;
 - (j) permit unsupervised children to use the pool; a child is defined as a person under the age of 12 years.
- (4) If an owner or occupier breaches clause (3), the owners corporation has the power to direct that person to leave the pool area.

- (5) The owners corporation assumes no liability for injuries or damages arising from the results of participation in the pool unless it's due to willful or gross negligence on the part of the owners corporation. All activities present certain inherent risks and hazards which the participant assumes.
- (6) The owners corporation may make rules regarding the pool area, and may place signage around the pool area which owners, occupiers and their guests must abide.

Visitor use of pool:

- (7) An owner, occupier or guest of a lot must not use the pool area except during the posted hours.
- (8) An owner or occupier of a lot shall not allow the use of the pool area by his or her guests except when accompanied by the owner or occupier.
- (9) A responsible adult must supervise a child or children at all times.
- (10) An owner, occupier or guest of a lot must dry down after using the pool and ensure not to traverse over the common property while wet, causing slipping hazards for other owners and occupiers of the strata scheme. The owners corporation may place signage on the common property warning of slip hazards which owners, occupiers and guests must abide.
- (11) Single groups shall not monopolise a particular area of the pool and thereby limit its use.
- (12) An owner, occupier or their guests must not use the pool for a commercial purpose, such as but not limited to conducting swimming lessons for non-residents and guests on the strata scheme.
- (13) An owner, occupier or guest of a lot may be removed from the pool if in breach of this by-law.

Special By Law No 18 – Electric Vehicle Charging

An owner, occupier or invitee must not use the common property power supply to charge any electric vehicles or personal appliances.