

After Hours Emergencies 1300 730 214
(Before 9am – After 5pm, Weekends and Public Holidays)

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 upon 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 upon common property; or
- (b) Use for his or her own purpose 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, 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 subclause (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 owners 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.

6 Behaviour of Owners & 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 areas 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 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 & 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 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.

14 Floor Coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or is 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.

15 Garbage Disposal

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 condition 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)
- (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.

16 Keeping of Animals

Subject to Sec.49 (a), an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal on the 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 est 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 – Signs

The owner or occupier of a lot shall not cause any sign whatsoever to be erected within a lot which, when viewed from outside the lot, is visible from another lot, common property or public space.

Special By-Law 2 Additions

The owner or occupier of a lot shall not, without the prior approval in writing of the owners corporation, erect any addition whatsoever to a lot where such addition is attached in any way to common property.

Special By-Law 3 Amenities

The owner occupier of a lot shall ensure that any invitee utilising any common property facilities shall be accompanied at all times by an owner or occupier of a lot.

Special By-Law 4

In addition to the powers, authorities, duties and functions conferred to impose upon the Owners Corporation by the Act and the By-Laws, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

1. The power to acquire and install satellite dishes and associated equipment to the property.
2. The power and duty to repair and maintain and new and replace such equipment as may be necessary from time to time.

Special By-Law 5

An owner or occupier and their invitees must not smoke whilst on any enclosed area of common property such locations to include but are not limited to building entrance, lift foyers, lifts, fire stairs, garage area, pool area etc. Owners or occupiers shall be responsible to take reasonable steps to ensure that their invitees comply with this By-Law.

Special By-Law 6

That the Owners Corporation agree to install on common property equipment comprising of a telecommunications infrastructure for the provision of services to residents to enable them to receive the following – broadband internet, wireless connectivity, home working, ip telephone capabilities, home security and automation. The Executive Committee shall be granted the power to review the services available and enter into a contract on behalf of the Owners Corporation.

Special By-Law 7

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and By Laws it shall have the following additional powers, authorities, duties and functions:

1. The power to convert the existing steam room facility into a sauna.
2. The power and duty to repair, maintain, renew and replace such sauna including associated equipment as may be necessary from time to time.

Special By-Law 8

The Executive Committee of the Owners Corporation are hereby granted the power and authority to approve the acquisition of additional Common Property and the appropriate expenditure from the Sinking Fund providing that the amount of such expenditure shall not exceed 10% of the Sinking Fund balance at that time.

Special By-Law 9 Control of Excessive Water Usage

An owner and/or occupier of a lot must:

1. Ensure that leaking taps and/or cisterns within the lot are promptly repaired to prevent loss of water.
2. Not keep more than one washing machine within their lot space.
3. Not use the washing machine in their lot space for any purpose other than to wash clothing, towels, bedding etc. used by residents of that lot.

The Owners Corporation shall by its agents, employees or contractors have the right to enter a lot to inspect the laundry, bathroom and kitchen areas to ensure compliance with this By-Law and may also arrange for any necessary repairs to leaking taps/cisterns to be undertaken and recover the cost of such maintenance from the lot owner.

Special By Law 10 Lot 136 and Lot 137 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property.

3. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to remove part of the common wall separating the dining and living room areas of Lot 136 and Lot 137, as described in the structural engineering report and drawing prepared by Murdocca & Associates Pty Ltd dated 14 January 2012, annexed to this by-law and marked "A".

4. The Owners Corporation acknowledges that other aesthetic works are being undertaken by the Owner that do not affect common property and do not require the consent of the Owners Corporation.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the improvements.

8. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

9. The Owner must submit to the Owners Corporation the following documents relating to the making the Improvements prior to obtaining written approval from the Owners Corporation:

- (a) plans and drawings;
- (b) specifications of work; and/or
- (c) any other documents reasonably required by the Owners Corporation.

10. The Owner must ensure that the Improvement comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the making of the Improvements are submitted to Owners Corporation.

Carrying out the Improvements

11. In carrying out the Improvements, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.
12. The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licenced contractors; and

(b) in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

After completing the Improvements

13. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

(a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and

(b) any other document reasonably required by the Owners Corporation.

14. The Owner must, at the Owner's cost:

(a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and

(b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

15. The Owner may at any time reverse and restore the Improvements made under this by-law to re-separate Lots 136 and 137 in accordance with the conditions applicable to make the Improvements under this by-law.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of making the Improvements including the repair and maintenance of the Improvements and liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.

17. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements 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 loss and damage is made good.

18. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Improvements proposed under this by-law.

19. The Owner must pay the reasonable costs of the Owners Corporation of and incidental to the making and registering of this by-law.

Annexure A

Copy available upon request. Engineer Certificate and plan.

Special By-Law 11 Electronic Delivery of Notices

A document or notice may be served on the Owners Corporation, its Secretary or Executive Committee on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (ie "bounce back" or "undeliverable") within 24 hours; and

That the electronic delivery of notices to the strata scheme be permitted by owners of a lot only if they have previously given the Owners Corporation an email address for the service of notices. A document or notice may be served on the Owners Corporation, its Secretary or Executive Committee by the owner of a lot by electronic means and the document is sent to strata@bcms.com.au. A notice or document served on the strata scheme by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (ie "bounce back" or "undeliverable") within 24 hours and the owner receives confirmation from the Owners Corporation that such notice has been received.

Special By-Law 12 Control of Common Gas Supply

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and By-laws it shall have the following additional powers, authorities, duties and functions:

1. Enter a lot to inspect the common gas supply to cooking appliances;

2. Determine whether the common gas supply has been tapped for the supply to appliances other than the internal bench top cooking appliances ("additional appliances").

3. Impose on the owner of those lots in which the common gas supply has been diverted to additional appliances, an annual charge equal to the reasonable estimate usage of gas having regard to the rated gas consumption of the additional appliances; all such estimates to be at the absolute discretion of the Owners Corporation acting reasonably;

4. Determine that such annual charge be a levy for the purposes of enforcing the payment thereof;

5. Vary the annual charge having regard to the cost of gas imposed on the Owners Corporation;

6. Impose a retrospective levy on lots found to have tapped the common gas supply without permission from the Owners Corporation, any such charge to be at the absolute discretion of the Owners Corporation acting reasonably;

7. Continue to bill such levy until confirmation from a licensed gas fitter is received advising that no diversion of gas supply exists within a lot.

8. An owner and/or occupier of a lot must NOT connect an additional appliance to the common gas supply without:

a. First notifying the Owners Corporation in writing of the intention to do so;

b. Using only the services of a licensed gas fitter as approved by the Owners Corporation to carry out the installation;

c. Paying any charge when levied for the consumption of gas determined by the Owners Corporation;

d. Be responsible for the maintenance and repair of all fittings, pipe work and appliances attached to the common gas supply other than the gas supply piping to the boundary of the lot.

9. In the event the individual gas meters are installed to each and every lot such the consumption can be billed to each lot on a strictly metered basis the above requirements shall cease to have effect from the date of commencement of such direct billing of gas consumption.

The Chairman noted that this was a slight change in previous policy applied where voluntary reporting of gas appliances had been accepted and the annual fee had remained fixed for many years. This fee was not too low and some measures were necessary to deal with undisclosed use of common gas supply. The conversion of this policy to a by-law is to deal with enforcement.

Special By-Law 13 Sharing of Water and Gas Costs

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and by-laws it shall have the following additional powers, authorities, duties and functions:

1. Determine a fair and equitable method of sharing gas and water charges amongst all lot owners;

2. Refund to lot owners the amounts paid by owners other than to the Owners Corporation for the consumption of water and gas but not for fixed service or connection charges; provided that the Owners Corporation shall have no obligation to pay any amount to an owner unless:

a. The owner first pays the as or water supply company;

b. Submits a copy of bill(s) for consumption within 60 days of payment;

c. Claims for reimbursement are made using the form prescribed by the Owners Corporation.

d. The claims are for periods that fall within the current financial year of the Owners Corporation or no later the last quarter of the immediate preceding financial year;

e. In the event of a dispute over reimbursement the Owners Corporation shall determine the amount to be paid in its absolute discretion acting reasonably;

f. An owner may not claim for gas consumption where the common gas supply has been diverted to additional appliances, unless a reasonable estimate for usage of gas having regard to the rated gas consumption of any additional appliances has been deducted from such claim, all such estimates to be at the absolute discretion of the Owners Corporation acting reasonably.

3. In the event that individual gas or water meters are installed to each and every lot such that consumption of either service can be billed on a strictly metered basis to each and every lot owner, the above requirements with respect to the relevant service shall cease to have effect from the date of commencement of direct billing of the relevant service.

The Chairman notes that this was not change in policy and was intended to clearly state the procedure that this been applied by the EC and MA in a more or less similar form since 1998 and initially ratified by all owners at the 1999 AGM. The publication as a by-law was considered necessary by the committee to eliminate any possibility of further false claims of "theft" or "fraud" and ensure that all new owners become aware of the policy, not just committee and long term owners familiar with the background. The Chairman also notes that the original policy was created under the Chairmanship of Mr Ovadia and that Mr B Copland was not a committee member at the time.

Amended Special By-Law 13

Special By-Law 13 "Sharing of Water and Gas Costs" is amended by inserting after the words "or connection charges" in section 2 of the by-law the words:

"except for gas connections charges until all lots in the towers are also subject to a separate connection charge for gas".