

By-Laws “Waratah Mills” Strata Plan 69298

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 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 owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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

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.

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

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.

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

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

- (a) 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.
- (b) 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 No. 1 – Storage Unit Works

Scope of By-Law

Owners must not carry out the Storage Unit Works except in accordance with the following conditions.*

Conditions

1. Before commencing the Storage Unit Works, Owners must provide the Required Documents, obtain Approval and Insure.
2. While carrying out the Storage Unit Works, Owners must comply with the Works Requirements.
3. After completing the Storage Unit Works, Owners must Submit, Certify and Maintain.
4. At any time, Owners may Remove.
5. At all times, Owners must Indemnify, accept Liability, maintain Contents Insurance and acknowledge that if the relevant Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (**Act**), they will have the same meaning as those works are attributed under the Act.

In this by-law, except when the context otherwise requires:

- a) the singular includes the plural and vice versa,
- b) words implying any gender encompass all genders, and
- c) references to any statutory rule or regulation include any variation re-enactment or replacement of the statutory rule or regulation.

Owners means registered owners and occupiers in the strata scheme.

Car Park means a car parking lot or such other area designated to an Owner for car parking (if any) from time to time.

Storage Unit Works means the additions and alterations undertaken by Owners (at the relevant Owner's cost and to remain that Owner's fixtures) to install a storage unit in their Car Park and the common property (including all ancillary structures) which must:

- a) be used for the Permitted Purpose only,
- b) be kept locked and secured at all times,

- c) have the following specifications:
 - i. type-free standing/self-supporting,
 - ii. make and model – The Box Thing,
 - iii. width – approximately 2500mm,
 - iv. depth – approximately 1000mm,
 - v. height – variable, but sufficient to accommodate the relevant Owner's car within their Car Park in accordance with this by-law,
- d) fit within the relevant Car Park and continue to provide a minimum unencumbered car parking space allowance of at least 2500mm by 4500mm,
- e) be accommodated under, and must not interfere with, any ducts or pipes or fire sprinkler heads,
- f) allow for sufficient clearance for cross-flow ventilation and access to electrical wiring,
- g) not contravene any law or requirement relating to car parking for disabled persons,
- h) secured to the common property floor slab and by using only epoxy glue and not in any other manner,
- i) comply with any other requirement or condition determined by the executive committee (acting reasonably) from time to time, and
- j) be otherwise undertaken in accordance with the Required Documents and in accordance with this by-law.

Permitted Purpose means residential storage purpose and excludes, without limitation, for the purpose of storing industrial or commercial goods or harmful or dangerous goods which may cause danger to property or persons (such as explosives, fire arms, flammable or pressurized goods or goods that may emit toxic fumes).

Condition 1 – Before commencing Storage Unit Works

Approval means:

- a) formal approval from the executive committee for the Storage Unit Works, such approval not to be unreasonably withheld; and
- b) where the Owner is merely an occupier in the strata scheme, approval from the registered owner of the relevant lot occupied.

Required Documents means copies of approvals from all relevant statutory authorities and/or specifications of an engineer nominated by the owners corporation (if considered necessary by the owners corporation) as well as any plans, drawings, diagrams and any other documents reasonably required by the owners corporation and relevant to the Storage Unit Works which the Owner must submit to the executive committee for its approval.

Insure means the relevant Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the relevant Owner and owners corporation.

Condition 2 – While carrying out Storage Unit Works

Works Requirement means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Storage Unit Works from time to time) which the relevant Owner must comply with (at their cost) when carrying out the Storage Unit Works.

1. The relevant Owner must:
 - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
 - b. protect all affected areas of the building outside their lot from damage by the Storage Unit Works or the transportation of construction materials, equipment, debris,
 - c. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Storage Unit Works
 - d. only perform the Storage Unit Works 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 the Storage Unit Works 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 the Storage Unit Works.

2. The relevant Owner must also ensure that the Storage Unit Works are carried out:
 - a. in accordance with this by-law;
 - b. in accordance with the Required Documents;
 - c. in accordance with the terms and conditions set out in the Council Consent;
 - d. in accordance with the drawings and specifications approved by the executive committee; and
 - e. in a proper and workmanlike manner and by duly licensed and insured contractors.

Council Consent means the consent granted by Marrickville Council on INSERT DATE under development approval number INSERT NUMBER in respect the installation of car park storage units in the strata scheme.

Condition 3 – After carrying out Storage Unit Works

Submit means the relevant Owner must submit any documents relating to the completed Storage Unit Works reasonably required by the owner's corporation to be provided to the owners corporation by the relevant Owner after completing the Storage Unit Works.

Certify means the relevant Owner must obtain certification for the Storage Unit Works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).

Maintain means the relevant Owner must properly maintain and keep the Storage Unit Works and common property to which the Storage Unit Works are erected or attached in a state of

good and serviceable repair and/or replace the Storage Unit Works if considered necessary by the owners corporation.

Condition 4 – Removal

Remove means the relevant Owner must arrange for all additions and alterations undertaken as part of the Storage Unit Works to be removed from their Car Park by licensed contractor and must make good any damage to common property resulting from the removal (including re-painting any line markings).

Condition 5 – At all times

Indemnify means the relevant Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Storage Unit Works on the common property and for obtaining certification of the Storage Unit Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the relevant Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Storage Unit Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Contents Insurance means the relevant Owner must effect and maintain adequate contents insurance in respect of the Storage Unit Works and any contents thereof.

Remedy means the owner's corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the relevant Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate and the interest will form part of the debt.

Special By-Law No. 2 – Air Conditioning Works

Scope of By-Law

Owners must not carry out the Air Conditioning Works except in accordance with the following conditions.*

The owners corporation is authorised to affix the common seal to any documents required for approval of the Air Conditioning Works by the local council or other consent authority.

Conditions

1. Before commencing the Air Conditioning Works, Owners must apply to the executive committee in writing for Approval, provide the Required Documents, and Insure.

2. While carrying out the Air Conditioning Works, Owners must comply with the Works Requirements.
3. After completing the Air Conditioning Works, Owners must Submit, and Maintain.
4. At all times, Owners must Indemnify, accept Liability and acknowledge that if the relevant Owner fails to comply with any obligation under this by-law, THEN the owners' corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (**Act**), they will have the same meaning as those works are attributed under the Act.

In this by-law, except when the context otherwise requires:

- a) the singular includes the plural and vice versa,
- b) words implying any gender encompass all genders, and
- c) references to any statutory rule or regulation include any variation re-enactment or replacement of the statutory rule or regulation.

Owners means registered owners and occupiers in the strata scheme.

Air Conditioning Works means the additions and alterations undertaken by Owners (at the relevant Owner's cost and to remain that Owner's fixtures) to install an air conditioning unit in their lot and the common property (including all ancillary structures) which must:

- a) have the following specifications:
 - i. type- wall or ceiling mounted,
 - ii. make and model – Daikin reverse cycle inverter model split system (single-unit system or multi-unit system) air conditioning unit or similar as approved / determined by the owners corporation,
 - iii. colour- white
 - iv. size – as approved / determined by the owners corporation,
 - v. noise level – minimal, to ensure the least noise impact on the strata scheme and which must comply with any applicable law,
- b) so far as the internal part of the air conditioning unit is concerned, by positioned close to the external wall and external verandah of the relevant lot to minimise the volume of pipes, wiring and ancillary equipment to be installed,
- c) so far as the external part of the air conditioning unit is concerned, be located on the external verandah of the relevant lot and hidden from view from the exterior of the building (behind masonry walls and oriented so that the narrowest part faces the street). The external part of the air conditioning unit must not be visible from the exterior of the building,

- d) so far as pipes and ancillary equipment are concerned, be installed within the air space between the gyprock and common or party wall or be surface mounted,
- e) so far as external electrical wiring is concerned, be hidden from view from the exterior of the building and must be surface mounted on external walls,
- f) so far as internal electrical wiring is concerned, be hidden from view from the exterior of the building and must be installed within existing wall cavities or discretely surface mounted on internal walls,
- g) include adequate drainage equipment (with minimal impact on the common property and appearance) and must be connected through the verandah drainage system to an external drain to allow for overflow of water or condensation from the air conditioning unit,
- h) include adequate electrical equipment (with minimal impact on the common property) for connecting the air conditioning system to electricity supply in the relevant lot
- i) so far as all wall penetrations for pipes/water outlets are concerned, they must be of minimum size,
- j) comply with any other requirement or condition determined by the executive committee (acting reasonably) from time to time, and
- k) be otherwise undertaken in accordance with the Required Documents and in accordance with this by-law,

but which must not:

- i. be a window mounted air conditioning unit
- ii. impact on the effective fire rating of common property walls,
- iii. penetrate fire rating walls; or
- iv. any other air conditioning unit which does not comply with the requirements and specifications set out in this by-law.

Condition 1 – Before commencing Air Conditioning Works

Approval means:

- a) formal approval from the executive committee for the Air Conditioning Works, such approval not to be unreasonably withheld; and
- b) where the Owner is merely an occupier in the strata scheme, approval from the registered owner of the relevant lot occupied.

Required Documents means copies of approvals from all relevant statutory authorities (as required) as well as any plans, drawings, diagrams and any other documents reasonably required by the owners corporation and relevant to the Air Conditioning Works which the Owner must submit to the executive committee for its approval.

Insure means the relevant Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the relevant Owner and owners corporation.

Condition 2 – While carrying out Air Conditioning Works

Works Requirement means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Air Conditioning Works from time to time) which the relevant Owner must comply with (at their cost) when carrying out the Air Conditioning Works.

1. The relevant Owner must:
 - a. ensure that all wall penetrations for pipes/water outlets are of minimum size and properly sealed,
 - b. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
 - c. protect all affected areas of the building outside their lot from damage by the Air Conditioning Works or the transportation of construction materials, equipment, debris,
 - d. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Air Conditioning Works,
 - e. only perform the Air Conditioning Works at the times approved by the owners corporation,
 - f. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
 - g. remove all debris resulting from the Air Conditioning Works immediately from the building, and
 - h. comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Air Conditioning Works.

2. The relevant Owner must also ensure that the Air Conditioning Works are carried out:
 - a. in accordance with this by-law;
 - b. in accordance with the Required Documents;
 - c. in accordance with the terms and conditions set out by the relevant authorities;
 - d. in accordance with the drawings and specifications approved by the executive committee; and
 - e. in a proper and workmanlike manner and by duly licensed and insured contractors.

Condition 3 – After carrying out Air Conditioning Works

Submit means the relevant Owner must submit any documents relating to the completed Air Conditioning Works reasonably required by the owners' corporation to be provided to the owners' corporation by the relevant Owner after completing the Air Conditioning Works.

Maintain means the relevant Owner must properly maintain and keep the Air Conditioning Works and common property to which the Air Conditioning Works are erected or attached in a state of good and serviceable repair and/or replace the Air Conditioning Works if considered necessary by the owners corporation.

Condition 4 – At all times

Indemnify means the relevant Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Air Conditioning Works on the common property and for obtaining certification of the Air Conditioning Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the relevant Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Air Conditioning Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the owners corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the relevant Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate and the interest will form part of the debt.

Special By-Law 3 - (Cost Recovery to Owners Corporation)

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.



Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot owner;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Special By-Law 4 – Renovation Approval

A lot owner shall seek approval from the Executive Committee prior to commencing any material renovations. Such request is to include details of:

- Complete scope of works
- Timeframe on works to be started and completed
- Details of tradesmen engaged to undertake works
- Details of any statutory approvals required

No works are to be commenced until written approval is granted by the Executive Committee. The Executive Committee will not unreasonably withhold consent. Decisions will be provided within 14 days of receipt of information.

Special By-Law 5 – Rubbish Removal

That lot owners and their tenants must not store goods within their allocated car space unless within a storage unit approved by the Executive Committee. Following receipt of a Letter of Request from the Strata Managing Agent to remove items stored in allocate car space, should such items not be removed, then the Strata Managing Agent may have the items removed at the lot owners expense.