

WALLIS VIEW SP 38959

BY-LAWS

STRATA SCHEMES MANAGEMENT REGULATION 2016

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

(Clause 35)

1. Noise

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

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

By-Law 2 Parking on Common Property replaced by

Special By-Law 2 - Parking on Common Property

Registered 2006

(a) An Owner, occupant, and any authorised guest or visitor of an Owner or occupant must only park a motor vehicle, motor cycle, boat, or trailer wholly within the designated (by number) parking space that forms part of the Lot being occupied or visited.

(b) Failure to comply with this By-Law on three (3) or more occasions where notice is provided on each occasion will render the person in charge of an incorrectly parked vehicle liable to a parking fee to be also advised by notice.

(c) This notice shall specify the fee due and payable to the Owners Corporation, which shall not exceed \$550.00.

3. Obstruction of common property

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

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

4. Damage to lawns & plants on common property

An owner or occupier of a lot must not:

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

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

5. Damage to common property

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

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

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

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

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

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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

6. Behaviour of owners and occupiers

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

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

7. Children playing on common property in building

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

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

8. Behaviour of invitees

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

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

9. Depositing rubbish and other material on common property

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

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

10. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from

outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

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

11. Cleaning windows and doors

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

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

12. Storage of inflammable liquids and other substances and materials

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

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

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

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

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

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

14. Floor coverings

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

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

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

15. Garbage disposal

(1) An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry conditions and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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

By-Law 16 Keeping of Animals replaced by
Special By-Law 12 - Keeping of Animals
Registered 2011

1. Definitions

In this By Law the following words have the meanings shown hereunder:

Household Pet means a domestic animal such as a dog, cat, bird, or fish that is traditionally kept for domestic purposes.

Pet Register means a register kept with the books and records of the Owners Corporation recording all information the Owners Corporation has received in connection with Household Pets kept on the Strata Plan.

2. Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with Applications by Owners and Occupiers to keep Household Pets on the Strata Plan.

3. Permitted

3.1 Subject absolutely to:

- a. In the case of Occupiers (Tenants), the prior written consent of the Lot Owner (Landlord) to the keeping of any Household Pet on the Lot and;
- b. In the case of any proposal to keep any dog on a Lot with a habitable area of less than 100m², a written statement by a Veterinarian to the effect that he/she has personally, or has had inspected the Lot where the Household Pet is proposed to be kept and that the Lot is suitable to humanely keep that dog, and only then;
- c. This By-Law;
- d. Owners and Occupiers may keep a maximum two (2) Household Pets on their Lot but may only keep one (1) dog or one (1) cat, with the only exception to that maximum being that the number of fish that may be kept in one (1) aquarium on a Lot is restricted only by the capacity (L) of that aquarium.

3.2 Nothing in this By-Law prohibits the keeping on a Lot or the use on a Lot or on Common Property of:

- a. A Guide Dog or Hearing Dog, as permitted by Section 49(4) of the *Strata Schemes Management Act 1996 (NSW)* or by any Legislation that may from time-to-time replace or amend it; or
- b. An Assistance Animal as described in Section 9(2) of the *Disability Discrimination Act 1992* or in any Legislation that may from time-to-time replace or amend it, and which under this By-Law is additionally described as being a dog or other animal that is:
 - i) accredited under a Law of a State or Territory of Australia that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability/
 - ii) accredited by an animal training organisation prescribed by the *Disability Discrimination Regulations 1996* or in any Legislation that may from time-to-time replace or amend it; or
 - iii) professionally trained to assist a person with a disability to alleviate the effect of the disability, and certified in writing by a Medical Practitioner as being essential to the provision of assistance to the Owner/Occupier making application under this By-Law, and by a Veterinarian as meeting the standards of hygiene and behaviour that are appropriate for an animal in a public place.

4. Prohibited

The following are not permitted to visit or be kept on any Lot or on any part of the Strata Plan:

- a. Any animal that does not satisfy the requirements of Clause 3;
- b. Any animal that is or becomes vicious or aggressive;
- c. Any dog or cat that is not currently Registered with the appropriate Authority;

- d. Any dog which is, or is at any time declared dangerous under the *Companion Animals Act 1998 (NSW)*;
- e. Any dog which the Australian Government from time-to-time prohibits from importation into Australia;
- f. All poultry; and
- g. All reptiles.

5. Application to keep a Household Pet on a Lot

Owners and Occupiers who propose to keep any Household Pet on their Lot must for each individual or different Household Pet make Application in advance and in writing to the Owners Corporation to seek its consent, with that Application including at least the following information:

1. Everything specified at Clause 3.1a and 3.1b of this By-Law and;
2. For all Household Pets except aquarium fish:
 - a. Its Species; and
 - b. Its Breed; and
 - c. Its Name; and
 - d. Its Gender; and
 - e. Its Veterinarian's details (name and address); and
3. For all Cats and Dogs:
 - a. A photograph sufficient for visual identification; and
 - b. Its Microchip Details/Number; and
 - c. Whether it has been spayed or neutered; and
 - d. Evidence of its current Registration with the appropriate Authority; and additionally
 - e. For those permitted at Clause 3.2, written evidence of the Guide Dog, Hearing Dog, or Assistance Animal's accreditation, together with the information shown at Clause 3.2 iii).

6. Consent of the Owners Corporation

Any Consent granted by the Owners Corporation subsequent to an Application under Clause 5 must be in writing, will at least include the Obligations at Clause 7, may include other Obligations and Conditions, and will involve the Owners Corporation including all relevant information on the Pet Register.

7. Obligations of Owners and Occupiers

In relation to any Household Pet except aquarium fish owned or in the care of an Owner or Occupier or owned or in the care of any Visitor or Invitee of an Owner or Occupier, the Owner or Occupier must

- a. Not allow any Household Pet to defecate or otherwise foul the Common Property;
- b. Make good, or bear the costs of the Owners Corporation making good, any damage to Common Property caused directly or indirectly by any Household Pet;
- c. Ensure any Household Pet is under full control, constrained, and wherever reasonably possible carried when it is outside the Lot and whilst it is anywhere on Common Property;
- d. Ensure any Household Pet does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers;
- e. Ensure any Household Pet is constrained such that it does not escape from the Lot or enter onto another Owner's or Occupier's Lot or onto Common Property;
- f. Ensure the living quarters of any Household Pet is maintained in a manner sufficient to prevent food residues, fur, hair, and plumage escaping from the Lot and from vermin breeding within the Lot;
- g. Ensure that all waste generated by the presence and/or the keeping of Household Pets is treated and disposed of in accordance with any Conditions contained in a Consent of the Owners Corporation and, without limiting the generality of this By-Law, ensure that all waste of Household Pets is double-bagged or placed in large, strong bags before disposal in the Plan's household garbage (but not recyclables) receptacles; and
- h. Ensure litter (e.g. cat litter) is never placed in toilets, and to clear or to pay the Owners Corporation's costs of clearing any sewer blockage where the cause is identified by a Licensed Plumber/Drainer as being due to the presence of litter.

8. Compliance

In relation to any Household Pet owned or in the care of an Owner or Occupier or owned or in the care of any Visitor or Invitee of an Owner or Occupier, the Owners Corporation may issue a Notice to that Owner or Occupier requesting that Owner or Occupier comply with any Consent of the Owners Corporation and/or with any part of this or any other By-Law of the Plan which the Owners Corporation believes has been breached by that Owner or Occupier.

If the Owners Corporation in its absolute discretion, and after discussions in good faith with an Owner or Occupier, forms the view a Household Pet on a Lot is or has become vicious or aggressive, or on three (3) or more occasions has been reported to the Owners Corporation as causing annoyance, disturbance or nuisance to other Owners and Occupiers, then the Owners Corporation may serve a Notice on the Owner or Occupier of the Lot containing that Household Pet requiring that the Household Pet be permanently removed from the Strata Plan. Any Owner or Occupier who has received a Notice from the Owners Corporation under 1.8 must comply with the requirements of that Notice within 14 days, and should compliance not occur within that timeframe, the Owners Corporation

17. Appearance of lot Amended 19th May 2020

(1) The owner or occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the internal of 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) The owner or occupier of a lot must not, without the written consent of the Owners Corporation, make changes to the external appearance of the lot that is contrary to the aesthetics already agreed to by the Owners Corporation. Where unauthorised changes have been or are made by a Lot Owner, regardless of the length of time those changes have been in place they will be deemed illegal works. Upon direction by the Strata Manager or Owners Corporation, the lot owner is required to make good the necessary repairs or changes to the external appearance of the lot, as else it will be deemed a breach of this by-law, and in so doing allows the Strata Manager to authorise works to make good repairs as defined under the damage to common property by-law

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

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

18. Notice-Board

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

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

19. Change in use of lot to be notified

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

Special By-Law 1 - Air Conditioning Units Registered 2005: Amended 19th May 2020

(1). All air conditioning units installed prior to the registration of this By-Law shall be the responsibility of the Owner of the Lot in which the air conditioning unit is installed and that all repairs and maintenance of the air conditioning units shall be at the cost of that Owner.

(1) Where a Lot Owner has been previously granted permission to install an Air Conditioning unit, and the conditions relating to that installation were specified, including the taking of sound pressure / acoustic tests, the Lot Owner agrees to at all times maintain compliance to all those conditions and where requested by the strata manager, carry out further sound pressure / acoustic tests as prescribed from time to time, by the strata manager at the Lot Owners expense;

(2). All air conditioning units installed after the registration date of this By-Law shall be installed in accordance with the following:

(1) Consent must be given in writing from the strata committee or Owners Corporation;

(2) Any air conditioning unit so approved:

(a) must be installed strictly in accordance with the direction of the strata committee and in this regard the Owners Corporation shall have the power from time-to-time to adopt air conditioning specifications in relation to the installation of air conditioning units; and

(b) Will remain the Property of the respective Owner and must be properly maintained and kept in a state of good and serviceable repair by the respective Owner and/or replaced at the cost of the respective Owner if considered necessary by the strata committee.

(3) Owners must:

(a) Indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their respective air conditioning units;

(b) Accept liability for any damage caused to any part of the Common Property as a result of the installation of their respective air conditioning units to the Common Property and accept responsibility to make good that damage immediately after it has occurred;

(c) Acknowledge that if that Owner fails to comply with any obligation under this By-Law or any specifications outlined in the original letter authorising the installation, then the Owners Corporation may take steps to carry out all work necessary to perform that obligation, may enter upon any part of the parcel to carry out that work and may recover the costs of carrying out that work from the respective Owner, which will continue to be recorded as a debt against the Lot (and as such will be subject to debt recovery procedures and charges) until such time it has been paid in full;

(d) The Owner of the Lot must provide the strata committee with details to include but not limited to the size, style, type, horsepower, installation site, and waste-water disposal system and decibel level generated from the unit to be installed.

(e) The air conditioning unit must be installed in a workmanlike manner and installation must be carried out during the hours of 9:00am to 4:00pm or at other times notified by the Owners Corporation. All external fasteners (screws and clips) used as part of the installation are to be of marine grade (316) stainless steel;

(f) Notwithstanding point (3) the Owner of the Lot will be responsible for any building defects arising as a result of the installation of the air conditioning to Common Property, and is responsible for making good any repairs or changes to the air-conditioning unit, its location, pipe work, ducting, drainage pipes, fasteners, look, colour, electrical connections or any part or fixture that makes up the installation requested from time to time by the strata committee;

(g) The Owner must take sound pressure / acoustic tests prior to (control environment) and after the installation of the air conditioner, at the expense of the lot owner requesting the installation, and in accordance to the specifications outlined by the strata committee. The results must be forwarded to the strata manager within 7 days of the test being taken. Where a Lot Owner has been previously granted permission to install an Air Conditioning unit, and the conditions relating to that installation specified the taking of sound pressure / acoustic tests, the Lot Owner agrees to carry out further sound pressure / acoustic tests as prescribed from time to time, by the strata manager at the Lot Owners expense;

(h) Adequate provision as advised by Council or the Owners Corporation must be made for disposal of wastewater from the air conditioning unit;

(i) The cost of installation is the responsibility of the Lot Owner; and

(j) That the air conditioning unit only be operated between the hours of Monday to Friday 7:00am to 10:00pm and Saturday, Sunday and public holidays 8:00am to 10:00pm or as otherwise permitted from time-to-time under relevant State and Federal Laws. At all times, Lot Owners must maintain a sign inside their lot, directly under the internal component of the air conditioning unit, advising occupants of the operating hours.

(3). All air conditioning units whether they were installed before or after the registration date of this By-Law must abide by the lesser of either the noise/sound levels specified in the consent or any specified in the National Construction Code at the time of the installation or any specified in the National Construction Code at the time of the complaint.

(a) Where a complaint is made against noise output of a running air-conditioner, the Owners Corporation will engage (at their discretion) a suitably qualified acoustics engineering firm to carry out sound pressure tests associated with the accused air conditioner to determine the noise/sound levels.

(b) Where sound pressure tests find the air conditioner is running normally and within specifications, the complaining party will be responsible for reimbursing the Owners Corporation the total cost of the Acoustic Engineers consultation and until such time that it has been paid, it will remain a debt against the Lot will be subject to standard debt recovery procedures.

(c) Where sound pressure tests find the air conditioner is not running normally and is not within specifications, the owner for the air conditioner will be responsible for reimbursing the Owners Corporation the total cost of the Acoustic Engineers consultation in full and until such time the cost will remain a debt against the Lot will be subject to standard debt recovery procedures. The owner of the air conditioner will also be responsible for the total cost of any amelioration works specified by the Owners Corporation or the Strata Committee, after considering the suggestions made by the Acoustic Engineer.

(d) Regardless of whether the Air Conditioner is running within or outside of limits as specified in (3) and where the Acoustic Engineering Consultation identifies amelioration works are needed to reduce any direct noise or vibration noise associated with the running of the air-conditioner, and where those works are required because unauthorised works carried out had been carried out on or in a lot or on common property, the lot responsible for those unauthorised works will be totally responsible to carry out and pay in full for those amelioration works to be completed, including any that also needs to be carried out on the common property as a result of the unauthorised works.

Special By-Law 2 Parking is listed as By-Law 2 – Parking on Common Property.

Special By-Law 3 - Owner/s Responsibility for Occupant/s and their Lot/s Resolved 5th September 2017

Owners of Lots and their authorised Real Estate Agent must do all things reasonably necessary and within their power to ensure that the occupant/s of any Lot/s that they own comply fully with the By-Laws of the Strata Scheme and with the provisions of the Strata Schemes Management Act 1996 and any Act/s that may supplement and/or replace it from time-to-time.

Special By-Law 4 - Damage to Common Property arising from a Breach of By-Laws Registered 2006. Amended 2010

(a) Where a breach of By-Laws results directly or indirectly in any costs to the Owners Corporation, including but not limited to those for mitigating the impacts of that breach or breaches upon other occupants, for the repair of

damage to Common Property and/or to the personal Property of Owners, occupants, authorised visitors/invitees and contractors then at the Property, then the person/s committing the breach must reimburse to the Owners Corporation all of its costs to mitigate the breach, and for its costs to rectify/repair damage caused;

(b) Where the person in breach is a visitor/invitee, then the occupant of the Lot being visited is responsible for the full payment of the Owner/s Corporation's costs as outlined [in (a)] should their visitor/invitee not do so, and in default, the Owner of the Lot being visited becomes fully liable for the reimbursement in full of the costs shown [in (a)].

Special By-Law 5 - Security within the Strata Scheme **Registered 2006: Amended 19th May 2020**

- (1) An Owner, occupant, or any authorised guest or visitor of an Owner or occupant must not do or permit anything to be done which may prejudice the security of the strata scheme, and without limitation, an Owner, occupant, or authorised guest or visitor of an Owner or occupant must take all reasonable steps to ensure that all security gates are kept locked, secure, and that their proper operation is not inhibited or compromised; and
- (2) The Owners Corporation may for the control and administration of the security of the strata scheme restrict access by Owners, occupants, and their agents by the issuing of access devices (e.g. keys and access cards/tags) to permit authorised access, with the number of access devices on issue, the fee for their supply and issue, and the fee payable for their replacement each being determined from time-to-time by ordinary resolution at a general meeting of the Owners Corporation, as part of its Schedule of Fees.
- (3) The Cards/Tag will be managed by the Strata Manager and the Secretary. The Cards/Tags are owned at all times by Owners Corporation and are issued to lots on a borrowed / temporary basis. Once a Lot Owner, their occupant or Agent is in possession of the allocated Card/Tag, they are responsible for the safe keeping of the Card/Tag
- (4) Each Lot is entitled to a preset number of Cards/Tags and where more are requested by the Lot Owner, they will be charged an administration fee. The pre-set entitlement number of Cards/Tags and the amount of the fees charged in accordance to the Cards/Tags will be determined from time to time by ordinary resolution at a general meeting and will be set out in the most current Owners Corporation - Schedule of Fees.
- (5) Lot Owners are obliged to provide Card/Tag swipe details to the Strata Manager and the Secretary as requested, and are understanding that where that information is not provided, a Card/Tag may be deregistered from the system and rendered unusable. Costs associated with de-registering and re-registering any cards are to be paid for by the Lot Owner in accordance with the established Schedule of Fees. Where ownership of a Lot has changed, the responsibility of the Cards/Tags and liability of any cost associated with the Cards/Tags rest with the current owner.
- (6) The Strata Manager will maintain a register of Cards/Tags and any Lot owner wanting additional Card/tags will be required to complete a formal application form.

Special By-Law 6 - Carports **Registered 2007: Amended 19th May 2020**

That the installation of any carports be done so under the following conditions and is subject to The Common Property Maintenance Schedule, as resolved from time to time by the Owners Corporation:

- (1) The proprietor/s of the Lot/s concerned are those lots which are shown on the Strata Plan and any private arrangement lot Owners may have amongst themselves is disregarded by the owners corporation, unless specifically shown or included on the Strata Plan. These Lot Owners must be in receipt of written consent, at the Owners Corporation's discretion, by the Owners Corporation prior to commencement of any work.
- (2) All costs associated with the building and ongoing maintenance of the carport to be at the cost of the proprietor of the Lot referenced on the Strata Plan and where a carport is built by multiple Lots, those costs to be met by the proprietors of those Lots jointly.

- (3) All cost sharing arrangements, maintenance issues, approvals or the like must be resolved between the proprietors concerned and is not a responsibility of the strata managing agent, Owners Corporation or strata committee.
- (4) All building and ongoing maintenance to be carried out by qualified tradespeople.
- (5) All additional costs of insurance to be met by the proprietor/s concerned.
- (6) The carport to be wholly within the designated car parking spaces allocated to the Lot/s and must not encroach upon Common Property.
- (7) Exclusive use of the area directly above the carports which is outside the Stratum of the Lot/s to be granted should the carport be higher than 2.1 metres.
- (8) The carport must be erected in accordance with Local Government Regulations and the approval from the relevant local authorities must be furnished to the strata managing agent prior to any work commencing.
- (9) All construction materials used must be in keeping with the aesthetics and standard of the building and are subject to the agreed colour scheme of the Owners Corporation, and Lot Owners are responsible for any costs associated with maintaining compliance to that scheme as directed by the strata committee.
- (10) All construction materials remain the Property of the Lot Owner/s concerned.
- (11) The construction of the carport to be of metal frame and Colorbond roofing and must be consistent with any other carport/s built, and must be of "marine grade" quality.
- (12) Should the proprietor/s of Lot/s concerned fail to maintain the carport then the Owners Corporation after 14 days of notifying the Owner/s shall be authorised to maintain the carport and charge all relevant fees in equal shares to the proprietor/s of these Lot/s.
- (13) The above conditions apply to the current and subsequent proprietors.

**Special By-Law 7 - Hot Water Systems Located on Common Property (includes grid connected solar)
Registered 2007. Amended 2010**

1. The proprietor/s of the Lot concerned must be granted written consent, at the Owners Corporation's discretion, by the Owners Corporation prior to the commencement of any work.
2. All work to be completed by a suitably qualified, licensed and insured plumber/gasfitter and electrician where required.
3. All work to be at the cost of the proprietor of the Lot concerned.
4. Where a gas hot water system is used a maximum of two gas bottles are to be placed on Common Property and must be located on a suitable concrete slab in a position directed by the executive committee. The gas bottles must not interfere with the use of Common Property by any other Lot Owner or resident.
5. Where an electric hot water system is used it must be placed on a suitable concrete slab in a position directed by the executive committee. The hot water system must not interfere with the use of Common Property by any other Lot Owner or resident.
6. All pipework to be lagged and insulated in order to avoid any possibility of burning.
7. Where solar systems are used:
 - (a) the costs of any works within the common meter room and/or to the common electrical distribution system as may be required under any electrical regulation or standard are the absolute responsibility of the proprietor concerned
 - (b) all frames and solar panels must be securely fastened to the common property (roof) in a position approved by the Executive Committee
 - (c) where required in that approval (above) the ability of the common property to support the load/weight of the installation must be certified by an appropriately qualified person.
8. All pipework and electrical conduit must be installed/positioned and fastened neatly on the Common Property brick wall, and where any components of the installation such as the heater tank, pipework, and electrical conduit

has, by necessity, to be placed in a position that is visible on the front façade of “Wallis View”, those components must be suitably screened, concealed from view, and or painted as appropriate in accordance with the requirements of the Executive Committee of the Owners Corporation.

9. Any damage to Common Property caused by the installation or ongoing use of a hot water system and/or solar panel array must be rectified within 14 days of occurrence. Where the proprietor of the Lot concerned fails to rectify any damage the Owners Corporation shall be authorised to have the work completed and charge any costs to the proprietor of Lot concerned.

10. The costs of maintaining and/or replacing any and all components of hotwater systems and solar systems placed on the common property under the provisions of this Special By-Law are forever and without limitation the responsibility of the proprietor from time-to-time of the Lot/s concerned.

Special By-Law 8 - Exclusive Use and Enjoyment of Common Property (part) by Lot 27 Registered 2011

The proprietors of Lot 27 within the Plan are, by Special Resolution (4) of the general meeting of the Owners Corporation taken on 15 November 2010 and by their written agreement to the making of this Special By-Law dated 5 February 2011, granted rights of exclusive use and enjoyment of those specific parts of the Common Property as listed hereunder:

- (1) The external stairway which provides access from the Garden Space of that Lot (27) to the balcony attached to and forming part of that Lot (27);
- (2) The surface floor area of that same balcony;
- (3) The posts and hand railings of that same balcony; and
- (4) The roof/awning above that same balcony.

Rights granted under the provisions of this Special By-Law may not be removed or repealed by the Owners Corporation without the prior written consent of the proprietors from time-to-time of Lot 27.

Special By-Law 9 - Consent to Add to the Common Property, and Responsibility for Maintenance & Repair of Common Property (part) by Proprietor Lot 27 Registered 2011

The proprietors of Lot 27 within the plan are, by Special Resolution (2) of the General Meeting of the Owners Corporation taken on 15 November, given the Consent of the Owners Corporation to add to the Common Property by the construction of an external stairway to the balcony forming part of Lot 27, and by the construction of a roof/awning over that balcony and to attach it to the Common Property wall of Lot 27.

The proprietors of Lot 27 within the plan are, by Special Resolution (3) of the general meeting of the Owners Corporation taken on 15 November 2011, required to perform all the ongoing maintenance and repairs required to the consented additions to the Common Property (above) AND additionally to the balcony structure in its entirety including but not limited to all posts and railings, the floor, all vertical supports and their foundations, the roof/awning gutters and downpipe/s, and all fixings of the above - including screws, bolts, brackets and similar items at the interface of the consented additions and the balcony structure with the Common Property.

Special By-Law 10 – Strata Scheme Fees and Charges Resolved 19th May 2020

- (1) The owners corporation may for the control of various fees and charges administered by the strata scheme determine from time-to-time by ordinary resolution at a general meeting a “Schedule of Fees and Charges”, which is to be administered by the strata manager. The strata manager will administer and issue the various fees and charges upon instruction by the secretary, on behalf of the owners corporation.

- (2) All fees, charges or penalties issued by the strata manager, on behalf of the owners corporation, to lot owners will be payable to the owners corporation administration fund and will be recorded as a debt against that lot until such time that it is paid in full, and as such will be subject to approved debt recovery procedures.

Special By-Law 11 - Changes and/or Additions to the Common Property
Registered 2011: Amended 19th May 2020

- (1) All changes being done to the common property, whether it be included in the Common Property Maintenance Schedule or not, needs to be consented to by the Owners Corporation or by the Strata Committee where the proper delegation has been given via either the Act or a Special By-law.
- (2) A Lot Owner must give at least 10 days written notice to the Strata Manager and the Strata Committee of the proposed works; and
- (3) Lot Owners wishing to make changes to the common property, whether it be internal to the lot, external to the lot or visibly internal and /or external to the lot must seek permission from the Owners Corporation, and be granted consent and approval before commencing any works, apart from those which are deemed cosmetic works, which are defined in this by-law.
 - (1) Cosmetic Works:
 - (a) The owners corporation may add to the definition of cosmetic works from time to time by circulation of written notification to all Owners
 - (b) Cosmetic Works means cosmetic works as defined from time to time in the Strata Schemes Management Act 2015 and associated Regulations,
 - (c) A Lot Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation, only when those cosmetic works affect only the interior of the lot and are not visible from any part external to the lot.
 - (d) Where Cosmetic Works are proposed to be carried out that are visible from any aspect that is external to the Lot, the Lot Owner must seek formal permission from the Strata Committee as per By-law 17 - Appearance of the Lot, and in this instance By-law 17 will have overarching authority over the proposed works.
 - (2) To facilitate the consideration of any changes to the common property as specified in the Act, Lot Owners wishing to gain permission must first write to the Strata Manager at least 10 days before the proposed commencement of any works, advising the type of works being considered and if necessary complete any forms or requests for information asked for by the Strata Manager
 - (3) Where necessary and once all the necessary and requested information has been provided to the Strata Manager the Strata Committee will convene a meeting and deliberate the request and determine the category of the works (cosmetic, minor, major). The Strata Committee will issue a written response, inclusive of any specifications, conditions and consent given to the proposed works; and in keeping with Special By-law 13 may approve Minor Renovation Works.
 - (4) For any works being requested by a Lot Owner to be deemed consented to and authorised the Lot Owner must agree to the terms and conditions of the consent authorisation letter and in so doing sign and return a copy of that letter to the Strata Manager, at least 2 days before the proposed work commences.
- (4) Before commencement of any Major Works, the Owner must:
 - (1) Provide a complete proposal concerning the Major Works including but not limited to:
 - (a) plans and specifications of the proposed works, including details of the pre-existing plans;
 - (b) specifications for any sound or energy rating, type, size together with the manufacturers or suppliers brochure regarding same;
 - (c) a diagram depicting the location of or proposed installation points of all parts of the works;
 - (d) engineering plans and certifications if requested by the Owners Corporation;
 - (e) obtain any necessary approvals/consents/permits from any Authority; and
 - (f) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural adequacy and integrity of the Building and Lot and common property (if required);

- (2) Pay for all costs of the Owners Corporation including:
 - (a) legal fees for reviewing the proposal and drafting or amending of any necessary by-laws;
 - (b) fees for convening any meeting to consider the proposal;
 - (c) any other reasonable professional fees required to consider the proposal including strata management fees, registering of common property by-laws or engineering fees; and
- (3) Obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 4.2 above.

- (5) All changes and/or additions to the Common Property of the Strata Plan that have been undertaken by the Owners Corporation , or has been notified to and subsequently consented to by the Owners Corporation (or Strata Committee) under the provisions of the Act will be included in a "Register of Changes and Additions to the Common Property of the Plan" (the Register) that will at least include details of the Proprietors/Proponent/s, the date that the Owners Corporation's consent was given, the details of the consented works and/or activities, and any conditions that form part of those consents. The Register must be kept and maintained in an up-to-date form by the Secretary.

- (6) Any and all changes and/or additions to the Common Property of the Plan that are shown in the Register as not being completed or carried out by the Owners Corporation, and any and all changes and/or additions to the Common Property that were never consented to by the Owners Corporation, will not form part of the Common Property; and therefore any and all maintenance, repairs, and replacements of, and insurances for the items which are not part of the common property will be the sole responsibility of the Lot/s to which the changes and/or additions benefit.

Special By-Law 12 – Smoke Penetration
Resolved 5th September 2017

- 1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except in an area designated as a smoking area by the owners corporation. The designated smoking area as defined by the Owners Corporation is only within the open areas of the car park, commonly described as the courtyard. Within this area, smoking is not allowed near or in parking spaces (covered or open), within 10 metres of the front or rear exit gates, within 10 metres of the laundry & clotheslines or 15 metres of the BBQ area. Smokers must have an ash-tray with them at all times.
- 2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- 3) 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, within their lot does not penetrate to the common property or any other lot.

Special By-Law 13 – Approving Minor Renovation Works
Resolved 5th September 2017

In accordance with Section 110 (6) of the Strata Schemes Management Act 2015 (Act), the Owners Corporation delegates its authority to the Strata Committee to approve application/s submitted by lot owner/s to carry out minor renovations to common property in connection with the owner's lot, as defined in Section 110 (3) of the Act.

Special By-Law 14 – Common Property Maintenance of the Strata Scheme
Resolved 19th May 2020

- (1) In accordance to Section 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation of Strata Plan No. **38959** have by SPECIAL RESOLUTION resolved to identify those particular items of the

property that is inappropriate to maintain, renew, replace or repair, and in its decision have determined it will not affect the safety of the any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme, and in so doing will record those parts of the property which will not be maintained by the Owners Corporation, in a Schedule of Common Property Maintenance (from here on known as "The CPM Schedule"), which will be maintained, recorded and enforced by the Strata Manager.

- (2) The owners corporation may, as a result of passing a Special Resolution at a general meeting, add to The CPM Schedule from time to time by circulation of written notification to all Owners
- (3) The owners corporation have by SPECIAL RESOLUTION resolved to maintain the intent and prescription of a resolution passed at the general meeting held in August 2011 re the buildings colour scheme and this will continue until such time that the strata committee authorises individual painting works to be completed in accordance to the colour scheme known as the 2018 Wallis View Colour Scheme. These will remain in place until rescinded or amended by future special resolutions.
- (4) The owners corporation will maintain, via the Secretary, "The CPM Schedule" alongside the "Register of Changes and Additions to the Common Property of the Plan" referenced in Special By-law 11, and together with any special by-laws that deal with exclusive use of common property, they will all combine to define the Owners Corporation responsibilities for ongoing maintenance, renew, replace or repair.