



BY- LAWS The Marina
2 Little Street, Forster
STRATA PLAN 72411

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, 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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of Animals Option A

- (1) Subject to section 49 (4), an owner or occupier of a lot must not without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of 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.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
 - (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 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 car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A

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

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval 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.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.
- (3) As per motion 13 Annual General Meeting 29 October 2019 – all inaccessible windows within the complex will be cleaned three times per year.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (2) In this by-law—
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law—
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law—
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified—
 - (a) a change 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),
 - (b) a change to the use of a lot for short-term or holiday letting.

- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot (as per council regulations - no more than 2 adults per bedroom + children).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising (excluding Lot 6-25),
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television)

- (2) If the owners corporation makes a resolution referred to subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20. Controls of hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots of the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

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

- (1) 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.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

Special By-Law 1 Open Space Outdoor Area EGM 10.9.04

- (1) The Marina open space outdoor area which is located on the second floor between Lot 6 and Lot 15 forms part of common property.
- (2) The area may be accessed during daylight hours only by way of master key which is supplied to all owners at the time of purchase.
- (3) Food, alcohol and glass are not permitted in the Marina open space area. This area is not to be used for storage.
- (4) All children under the age of 16 must be accompanied by a responsible adult in the open space outdoor area.
- (5) Noise must be kept to a minimum and the door must remain closed at all times.

Special By-Law 2 Air Conditioning Housing & Maintenance Area EGM 10.9.04

- (1) The Marina Air Conditioning Housing & Maintenance Area, located on the second floor in the area marked foyer on the Strata Plan, forms part of the common property.
- (2) The area may be accessed by a qualified tradesperson for the purpose of repairing & maintaining the common property air conditioning units.
- (3) Access to Tradespersons is permitted by way of a master key held by the Strata Manager and by authority of the owner's corporation.
- (4) The Air Conditioning Housing & Maintenance Area is not to be used for storage.

Special By-Law 3 Common Property Storage Area on Floors 2 & 3 EGM 10.9.04

- (1) The owner's corporation may rent the common property storage areas as defined on Annexure 1 to the By Laws for the sum as prescribed in the Valuation at Annexure 2 to these By Laws for a term of 12 months.
- (2) A Motion must be included on each years' Annual General Meeting Agenda to consider rent for the common property storage areas and to determine a value to be charged for the rental of these areas for the next 12 months.
- (3) The amount collected in rent for the common property storage areas must be paid to the owner's corporation on a monthly basis and is due and payable on the first Monday in each month.

Special By-Law 4 Common property memorandum adopted AGM 1.11.18

Owners corporation responsibilities for maintenance, repair or replacement

- **1. Balcony and courtyards** (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after the registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
- **2. Ceiling/Roof** (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
- **3. Electrical** (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under the Environmental Planning and Assessment Act 1979) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
- **4. Entrance door** (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
- **5. Floor** (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
- **6. General** (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
- **7. Parking/Garage** (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if

shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan

- 8. **Plumbing** (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
- 9. **Windows** (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement.

- 1. **Balcony & Courtyards** (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
- 2. **Ceiling/Roof** (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
- 3. **Electrical** (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
- 4. **Entrance door** (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
- 5. **Floor** (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
- 6. **General** (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
- 7. **Parking/Garage** (a) garage door remote controller

Minor Renovations to Common Property

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 below:

- (1) Referring to Section 110 (3) 3.C tiles protruding into common area hallway must remain uniform with all other lots. This part of the flooring is considered common property.

Section 110 (3) of the Act - Minor renovations by owners

(1) The owner of a lot in a strata scheme may carry out work for the purposes of minor renovations to common property in connection with the owner's lot with the approval of the owners corporation given by resolution at a general meeting. A special resolution authorising the work is not required.

(2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owners corporation.

(3) "Minor renovations" include but are not limited to work for the purposes of the following:

- a) renovating a kitchen,*
- b) changing recessed light fittings,*
- c) installing or replacing wood or other hard floors,*
- d) installing or replacing wiring or cabling or power or access points,*
- e) work involving reconfiguring walls,*
- f) any other work prescribed by the regulations for the purposes of this subsection.*

(4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of proposed minor renovations to the owners corporation, including the following:

- a) details of the work, including copies of any plans,*
- b) duration and times of the work,*
- c) details of the persons carrying out the work, including qualifications to carry out the work,*
- d) arrangements to manage any resulting rubbish or debris.*

(5) An owner of a lot must ensure that:

- a) any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and*
- b) the minor renovations and any repairs are carried out in a competent and proper manner.*

(6) The by-laws of a strata scheme may provide for the following:

- a) additional work that is to be a minor renovation for the purposes of this section,*
- b) permitting the owners corporation to delegate its functions under this section to the strata committee.*

(7) This section does not apply to the following work:

- a) work that consists of cosmetic work for the purposes of section 109,*
- b) work involving structural changes,*
- c) work that changes the external appearance of a lot, including the installation of an external access ramp,*
- d) work involving waterproofing,*
- e) work for which consent or another approval is required under any other Act,*
- f) work that is authorised by a by-law made under this Part or a common property rights by-law,*
- g) any other work prescribed by the regulations for the purposes of this subsection.*

(8) Section 108 does not apply to minor renovations carried out in accordance with this section. Section 132 enables rectification orders to be made against owners of lots for damage caused by work done by owners.

Changes and/or Additions to the Common Property

(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 **15 working 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 Appearance of the Lot, and in this instance By-Law 12 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 **15 working 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 By-Law 21 (check moving of furniture 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 **5 working days** before the proposed work commences.

(4) Before commencement of any Major Works (which includes waterproofing), 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.

(4) 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.

(5) 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.