

**STRATA PLAN 34606**

**BY-LAWS**

**POLYNESIAN VILLAGE**

**12 GOLDENS ROAD  
FORSTER NSW 2428**

**Consolidated and registered: 19 January 2023**

## **STRATA PLAN 34606**

### **TABLE OF CONTENTS**

1 - Vehicles .....	3
2 - Changes to common property .....	3
3 - Damage to lawns and plants on common property .....	3
4 - Obstruction of common property .....	3
5 - Keeping of animals .....	4
6 - Noise .....	7
7 - Behaviour of owners, occupiers and invitees .....	7
8 - Children playing on common property .....	7
9 - Smoke penetration .....	8
10 - Preservation of fire safety .....	8
11 - Storage of inflammable liquids and other substances and materials .....	8
12 - Appearance of lot .....	8
13 - Cleaning windows and doors .....	8
14 - Hanging out of washing .....	8
15 - Disposal of waste-shared bins .....	9
16 - Change in use or occupation of lot to be notified .....	9
17 - Compliance with planning and other requirements .....	9
18 - Internal alterations .....	9
19 - Radios and televisions .....	10
20 - Pest control.....	10
21 - Maintenance .....	10
22 - Age limit.....	10
23 - Removal of, or damage to, furniture and furnishings on common property.....	10
24 - Community hall .....	10
25 - Notices to managing agent .....	10
26 - Complaints to be in writing .....	10
27 - Private roads.....	11
28 - Right of entry .....	11
29 - Infectious disease .....	11
30 - Recovery of costs .....	11
31 - Boats and caravans.....	11
32 - Solar panels/skylights/air vents/ heat extractors and heating or cooling units .....	11
33 - Trees on owners lot .....	12
34 - Lot 19 renovation works .....	12
35 - Consent to extend carports .....	15

## **1 - Vehicles**

An owner or occupier of a lot must not part 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 **or for short, non-recurring periods.**

## **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.

(5) A proprietor or occupier of a lot shall not *permanently* 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.

## **3 - Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (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.

## **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**

### **PART 1 INTERPRETATION**

1. For the purposes of this by-law:

1. "**Act**" means the *Strata Schemes Management Act 2015* (NSW) as replaced and amended from time to time;

2. "**Animal**" means any animal including fish, reptiles, birds, cats and dogs;

3. "**Assistance Animal**" means a dog or other animal that:

(a) has been accredited under NSW law; or

(b) has been accredited by an animal training organisation; or

(c) has been trained:

\* to assist a person with a disability to alleviate the effect of the disability; or

\* to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

• In this by-law a word which denotes:

• the singular includes plural and vice versa;

• any gender includes the other genders;

• any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

• references to legislation includes references to amending and replacing legislation.

### **PART 2 CONDITIONS**

#### **PART A Keeping an animal**

• Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

• An owner or occupier is permitted to keep an Assistance Animal within their Lot or on Common Property.

• An owner or occupier of a lot must:

○ obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and

○ agree in writing with the owners corporation to the conditions referred to in clause parts C and D of this by-law prior to the animal being introduced to the building.

• An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.

- To the extent permitted by law, animals (except a small caged bird or fish) must be microchipped, desexed and registered with the Northern Beaches Council or any other authority having such jurisdiction.
- The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot then the owner or occupier must:
  - o keep the animal within the lot; and
  - o take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**PART B**  
**Consent from owners corporation**

1. An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:

1. a photograph of the animal;
- (b) the type of animal;
- (c) the breed of the animal;
- (d) the size of the animal;
- (e) the average height of the animal when fully grown;
- (f) the average weight of the animal when fully grown, expressed in kilograms; and
- (g) the age of the animal.

1. The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within one month of receiving such an application.

**PART C**  
**Animal owner responsibilities**

1. An owner or occupier of a lot who owns an animal is responsible to another owner and occupier of a lot and visitor using the common property for:

- (a) any noise that their animal makes which causes unreasonable disturbance;
- (b) damage to or loss of property or injury caused to any person caused by the animal; and
- (c) cleaning up after their animal.

1. An owner or occupier of a lot must control their animal and not permit their animal to wander on to another lot or the common property.

1. If it is necessary for an owner or occupier of a lot to take an animal on to common property, an owner or occupier of a lot must ensure that their animal is sufficiently restrained by either a leash or cage.

1. Owners keeping Assistance Animals within their Lot are permitted to keep those Assistance Animals subject to the following conditions:

- (a) Owners must keep their Assistance Animal within the Lot and ensure that the Assistance Animal is restrained and contained properly at all times when on Common Property;
- (b) Owners must ensure the Assistance Animal does not cause any damage to the Lot or the Common Property;
- (c) Owners must ensure the Assistance Animal does not create noise which continually disturbs other Owners' peaceful enjoyment of their property.
- (d) In the event an Assistance Animal causes harm (physical or otherwise) to any person on the Common Property or within a Lot, the Owners Corporation may direct the Owner of the Assistance Animal to remove the Assistance Animal from the Lot and/or Common Property;
- (e) Owners are responsible for the cleaning and the expense of cleaning of all areas within the Lot and/or Common Property, should such cleaning be required as a consequence of the Assistance Animal's presence.

**PART D**  
**Conditions for keeping an animal**

1. The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:

(a) the animal becomes dangerous, offensive, vicious, aggressive, noisy or a nuisance to another owner or occupier of a lot; or

(b) the animal enters the common property or lot of any other owner or occupier of a lot without their consent; or

(c) the animal soils on the common property or lot of any other owner or occupier of lot; or

(d) an owner or occupier fails to keep their lot free of offensive odours likely to interfere with the peaceful enjoyment of other lot owners or occupiers; or

(e) the animal engages in any destructive behaviour on the common property or the lot of any other owner or occupier of a lot; or

(f) an owner or occupier of a lot does not comply with their obligations under this by-law; or

(g) an owner or occupier of a lot breaches a condition of approval made by the owners corporation.

2. If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove their animal within 28 days of such a request being made by the owners corporation.

**PART E**  
**Control of animal**

1. An owner or occupier of a lot must control their animal and not permit their animal to wander on to the common property or enter the lot of another owner or occupier without that owner or occupier's permission.

1. If it is necessary for an owner or occupier of a lot to transport an animal across the common property, an owner or occupier of a lot must ensure that their animal is:

(a) sufficiently restrained by either a leash or cage at all times; and

(b) carried over the all carpeted areas of common property

## **PART F Restrictions**

1. Subject to the operation of section 139(5) of the *Strata Schemes Management Act 2015*, for the abundance of clarity:

(a) an owner or occupier can only obtain approval to keep a maximum of one animal on the lot or the common property (except a small caged bird or fish kept in a secure aquarium on the lot); and

(b) the owners corporation can only approve a maximum of one animal per lot under clause 2 of this by-law (excluding a small caged bird or fish kept in a secure aquarium on the lot).

2. Subject to section 139(5) of the *Strata Schemes Management Act 2015*, the owners corporation must not approve any pet application for an animal that weighs more than 25 kilograms or that is likely to weigh more than 25 kilograms once that animal is fully grown.

3. Subject to section 139(5) of the *Strata Schemes Management Act 2015* and despite the operation of clause 2.2 of this by-law, an owner or occupier must not keep an animal that weighs more than 25 kilograms on the lot or common property.

4. Under no circumstances is an animal that is approved under this by-law allowed in the common property pool area or common property garden area.

5. Despite the operation of clause 2.2, the animal must not be left unattended on the balcony or courtyard of a lot whilst the owner or occupier is not present in the lot.

## **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**

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a hall, laundry, car parking area or other area of possible danger or hazard to children. No child shall be permitted to play on driveways or car parking areas.

## **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 anything or permit any invitees of the owner or occupier to do anything 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 owners 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.

## **14 - Hanging out of washing**

(1) A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, 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 approved clothesline or clotheshorse.

(2) The washing may only be hung for a reasonable period.

(3) In this by-law:

"**washing**" includes any clothing, towel, bedding or other article of a similar type.



## **15 - Disposal of waste-shared bins**

(1) A proprietor or occupier of a lot shall dispose of garbage or refuse by placing the same in the bin provided at the entrance to the village.

A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material or any appliance, chattel or other article or thing, except in any receptacle specifically provided there for.

(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.

## **16 - 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.

## **17 - Compliance with planning and other requirements**

(1) A proprietor or occupier of a lot shall not use that lot or any part thereof or permit the same to be used otherwise than for its intended purpose and shall not use same so as to cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may impugn the good reputation of the strata scheme.

(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.

## **18 - Internal alterations**

A proprietor or occupier of a lot shall not effect any alteration or addition to the internal walls or structural features of the lot without obtaining necessary local authority approval.

## **19 - Radios and televisions**

(a) A proprietor or occupier of a lot shall not attach to or hang from the exterior of the building a radio or television aerial or any security device or wires attached thereto without the prior written consent of the Owners Corporation.

(b) A proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel any radio transmitter, two way radio, short wave radio, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or any other lot.

## **20 - Pest control**

A proprietor or occupier of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

## **21 - Maintenance**

Any alteration made to common property or any fixture or fitting attached to common property by any proprietor or occupier of a lot, whether made or attached with or without the approval of the body corporate, shall, (notwithstanding section 68(1) (b) and (c), unless otherwise provided by resolution of a general meeting or of a meeting of the council, be repaired and maintained and renewed and replaced as may be necessary by the proprietor for the time being of the lot of which the aforesaid proprietor or occupier was such proprietor or occupier.

## **22 - Age limit**

"No permanent resident of any lot shall be aged less than 50 years without the written consent of the Body Corporate"

## **23 - Removal of, or damage to, furniture and furnishings on common property**

A proprietor or occupier of a lot shall not, without the approval in writing of the body corporate, remove any items of furniture or furnishing from any area of the common property in which the same have been placed by or upon the direction or authority of the body corporate and shall take all reasonable precautions in relation to the use of such items so as to ensure that they are not damaged or otherwise rendered unsuitable for their intended use.

## **24 - Community hall**

A proprietor or occupier of a lot shall not use the community hall so as to cause a nuisance or annoyance to other Owners or Occupiers of the complex.

## **25 - Notices to managing agent**

A proprietor or occupier of a lot shall as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the body corporate, or of any accident associated therewith, give notice to the managing agent of the body corporate, or to the body corporate.

## **26 - Complaints to be in writing**

All complaints or applications to the body corporate or its council shall be addressed in writing to the secretary or to the managing agent of the body corporate, the written complaint to be signed.

## **27 - Private roads**

The private roadways, pathways, drives and other common property and any easement giving access to the land shall not be obstructed by any proprietor or the tenants, guests, servants, employees, agents, children, invitees, licensees of a proprietor or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. A proprietor or occupier of a lot shall not:

- a) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the common property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicle entitled by any statute and/or local authority ordinances;
- b) Permit any occupation of a caravan on a lot.
- c) Drive or permit to be driven any vehicle in excess of 10km/h.

## **28 - Right of entry**

A proprietor, upon receiving reasonable notice from the body corporate, shall allow the body corporate or any contractors, sub-contractors, workmen or other person authorized by it, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.

## **29 - Infectious disease**

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot the proprietor or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto the Committee and shall pay to the Committee the expenses incurred by the committee of disinfecting the lot and any part of the common property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

## **30 - Recovery of costs**

A proprietor shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such proprietor by the Body Corporate pursuant to the Act.

## **31 - Boats and caravans**

Boats, trailers, caravans, campervans and mobile homes are not permitted within the strata scheme either within a lot or on common property except for a maximum period of 24hours when loading and unloading.

## **32 - Solar panels/skylights/air vents/ heat extractors and heating or cooling units**

The lot owners be granted permission to place solar panels, skylights, air vents, heating and or cooling units to their Lot under the following conditions:

- (a) The cost of solar panel/sky lights/air vents/heat extractors/ heating and/ or cooling units be the responsibility of the Owner.
- (b) The lot owner both present and in the future will be responsible for any building defects or problems arising as a result of the installation/structure.

(c) All future repairs, maintenance and replacement costs are to be at the expense of the Lot Owner both present and in the future.

(d) The lot owner is to ensure that the attachments/structures are installed and maintained to be in keeping with the standard of the building.

(e) No solar hot water tanks allowed on the roofs.

### **33 - Trees on owners lot**

No trees/shrubs/bushes be allowed to grow more than 2m in height and 1m in diameter without the written consent of the Owners Corporation, and that it be the Owner or Occupiers responsibility for maintenance of all trees/shrubs and bushes on their Lot and if these trees/shrubs or bushes are not maintained to the satisfaction of the Owners Corporation then the Owner or Occupier will be requested to have them removed at the Owners expense.

### **34 - Lot 19 renovation works**

#### **1. Introduction**

1.1 This by-law grants the Owner special privileges and exclusive use in respect of part of the Common Property.

#### **2. Definitions & Interpretation**

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the *Strata Schemes Development Act 2015*.

"**Lot**" means lot 19 within the Strata Scheme.

"**Management Act**" means the *Strata Schemes Management Act 2015*.

"**Owner**" means the owner of the Lot and that owner's successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Committee**" means the executive committee of the Owners Corporation.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Scheme in respect of which this by-law applies.

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means the renovations to the Lot described in the attached scope of works.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3.0 Authorisation and Right of Exclusive Use**

#### **3.1 Special Privilege and Exclusive Use**

3.1.1 Subject to the terms of this by-law, the Owner is granted a special privilege in respect of part of the Common Property, being the right to maintain and use the Works, and exclusive use of such of the Works as constitute Common Property.

#### **3.2 Responsibility for Maintenance and Upkeep**

3.2.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

#### **3.3 Rights of the Owners Corporation**

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

#### **3.4 Costs of By-Law**

3.4.1 The Owner must pay all costs associated with the preparation, passing and registration of this by-law.

### **4.0 Terms & Conditions**

#### **4.1 Enduring Obligations**

The Owner must:

4.1.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.1.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired,

4.1.3 unless waived in writing by the Owners Corporation, within 90 days of this by-law being passed, provide to the Owners Corporation evidence that the local council has retrospectively approved the Works, and

4.1.4 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

## **4.2 Indemnity**

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

## **5.0 Breach of this By-Law**

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

## **SCOPE OF WORKS - Lot 19**

### **1. Type and location of the proposed works**

1. Removal of existing sliding entry doors to both bedrooms (mounted in front of walls) and install cavity sliders in both bedrooms

2. Removal of existing mirrored built in wardrobe and draws in main bedroom and replace with built in robe on opposite side of main bedroom wall and install built in robe to second bedroom.

3. Voiding copper plumbing pipes from previous hot water service location (hot water service removed by previous owner) and turning space into wardrobe storage to main bedroom

4. Demolition of existing laundry/bathroom and laying new cement floor, waterproofing membrane, tiling to floor and walls, installation of glass shower screen, installation of new toilet, installation of laundry/bathroom cabinet for laundry tub, washing machine storage and bathroom vanity sink

5. Voiding previous washing machine taps adding taps to under sink tub area for front loader washing machine, increasing height of laundry tub taps

6. Move kitchen sink tops to under kitchen window and plumb kitchen sink waste to existing floor waste

7. Demolish existing kitchen and install new kitchen
8. Tile kitchen, lounge room and bedroom floors
9. Install bottled gas regulator for gas hot plates in kitchen
10. Install heat extraction fan on roof and install insulation in roof cavity

## **2. Changes to plumbing or electrical connections**

Plumbing pipes removed where original hot water service was located and removed by previous owner. Relocate kitchen sink taps under kitchen window. Void current washing machine taps. Add new washing machine taps to existing laundry tub taps. Increase laundry tub top height to accommodate laundry cabinets. Relocate bedroom lights switches due to cavity sliders. Relocate light and fan switches in lounge room to wall at bathroom entry.

## **3. Changes to flooring**

Removal of carpet to bedrooms and lounge room. Removal of vinyl floor in kitchen. Removal of tiled floor in laundry/bathroom. Installing tiled flooring throughout lounge room, bedrooms and laundry/bathroom (including water proofing the wet area by licensed water proofing company)

## **4. External appearance**

Copper pipe and gas regulator installed at the back-left corner of villa by qualified gas fitter.

## **5. Installation and timing of proposed works**

We expect the works to take 6 weeks in elapsed time. All plumbing work is carried out by Leigh Stout (License 257107C), Electrical Works carried out by Rodney Sant (License EC39691). Tiling work is carried out by Tim Neaves (License 233984C). Waterproofing work is carried out by Tile Power Forster (warranty certificate will be supplied). All other services managed by Rodney Sant (Electrical and Handyman Services)

## **35 - Consent to extend carports**

That the owners be granted permission to extend or cover their carports/ garages to the side window using the same materials and colours as the existing structure and under the following conditions.

- a. The cost of the structure is the responsibility of the lot owner.
- b. The lot owner both present and future will be responsible for any building defects or problems arising as a result of the structure.
- c. All future repairs, maintenance and replacement costs are to be at the expense of the lot owner.
- d. The lot owner is to ensure that the structure is installed and maintained to be in keeping with the aesthetics and standards of the building.
- e. That the work be carried out by suitably qualified and insured Contractors, with a copy of plans and Contractors information to be provided to the Strata Committee to sign off on prior to commencement of any work