

STRATA BYLAWS for Strata Plan 69050 "The Sands"

1 Noise

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.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

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

4 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.

5 RESCINDED

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 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.

13 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.

14 RESCINDED

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 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.

17 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 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).

19 Provision of amenities or services

The Owners Corporation may by special resolution determine to enter into arrangements for the provision of any one or more of the following amenities or services to the common property or for the benefit of the Owners Corporation or to one or more of the lots or to the owners or occupiers of one or more of the lots:-

1.

- (a) Management Services (including maintenance, repair, car-taking and cleaning services);
- (b) Letting Services;
- (c) Security Services;
- (d) Promotional Services;
- (e) Advertising;
- (f) Commercial Cleaning;
- (g) Domestic Services;
- (h) Garbage Disposal and Recycling Services;
- (i) Electricity Water or Gas supply;

2.

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- (b) Letting Services;
- (c) Security Services;
- (d) Promotional Services;
- (e) Advertising;
- (f) Commercial Cleaning;
- (g) Domestic Services;
- (h) Garbage Disposal and Recycling Services;
- (i) Electricity Water or Gas supply;

3.

The Owners Corporation shall have the power to grant to the Manager the right to carry on the common property of the strata scheme a Letting Agency for the benefit of those owners of lots in the strata scheme who require that service and any ancillary services and for that purpose to enter into an appropriate agreement on such terms and conditions as the Owners Corporation may deem fit.

4. The Owners Corporation shall not permit any person other than the Manager to provide management, letting or reception services on the common property.
5. The Manager may without the consent of the committee display signs or notices for the purposes of offering for lease or for letting of any lot and the provision of services to occupants of lots.

Special By-Law 1

Special Privilege to install a ducted air-conditioning unit and exclusive use By-Law

1. Definitions and interpretation

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

"Building" means the building on the land known as 20 Pacific Parade, Yamba.

"Common Property" means the Common Property of the strata scheme contained in folio identifier CP/SP69050. Common Property CP/SP69050 in Owners Corporation Strata Plan 69050, including the use of the Common Property space above the ceiling of the Property.

"Insurance" means:

- i. Contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to minimum of \$10,000.00):
- ii. Insurance required under the Home Building Act 1989, which if permissible by the insure must note the Owners Corporation as an interested party; and
- iii. Workers compensation insurance as required by law.

"Owner" means the owner or owners for the time being of the Property.

"Owners Corporation" means The Owners-Strata Plan 69050.

"Property" means Lots 39 and 49 Strata Plan 69050.

"Works" means the following, all the technical information and specifications with respect to the Works were annexed to the minutes of the meeting at which this by-law was passed being the installation of reverse cycle ducted air-conditioning system including condenser, ducting, conduits, cabling and piping with associated electrical works in the ceiling above the Property.

1.2 Any term used in this by-law that appears in the Act will have the same meaning as in the Act.

1.3 Singular includes the plural and vice versa.

1.4 A reference to one gender includes a reference to all other genders.

1.5 Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

2. Special Privilege

Subject to the conditions below, the Owner will have the special privilege to carry out the Works in the Property and the Common Property in accordance with this by-law.

3. Conditions

3.1 When carrying out the Works the Owner must:

- (a) comply with all by-laws of the strata scheme as far as they apply and all conditions of any relevant consent authority in relation to the Works;
- (b) ensure the Works are carried out in a proper and workmanlike manner and by duly qualified and licensed contractors.

3.2 The Owner must do all things necessary to minimize disturbance to owners, tenants and occupants of the Building or any other part of the Common Property in the strata scheme and repair and make good any damage which may be caused by the Works to the Building.

- 3.3 The Owner must not operate the Works or allow them to be operated if the occupant of another lot in the Building is being unreasonably disturbed by noise or vibration from their operation.
- 3.4 The Owner must dispose of any condensation and run-off from the Works, so as not to cause nuisance to any person or damage to the Common Property.
- 3.5 That sound emitted by the external unit must not exceed a noise level of 45dB (A) when measured from an adjoining Lot.
- 3.6 That sound emitted by the external unit must not be able to be heard in a neighbour's Lot from 10pm to 7:00am on weekdays, and from 10pm to 8:00am on weekends and public holidays.
- 3.7 That installation is conducted according to Australian Standards (inc AS4508).
- 3.8 That the installation is undertaken pursuant to the plan annexed as Annexure A to this by-law.
- 3.9 That the air conditioning system be a split type design.
- 3.10 That the system employ inverter technology.

4. Risk, release and indemnity

- 4.1 The Works and the use by the Owner of the Building for the purpose of such Works are at the Owner's risk.
- 4.2 The Owner releases the Owners Corporation from liability in respect of the following which relates to the Works:
 - (a) any claim relating to any property of the Owner or any other person; and
 - (b) any damage, death or injury occurring in or on the Building, any other part of the Common Property or the Property except to the extent the claim, damage, death or injury was caused by the negligence of the Owners Corporation.
- 4.3 The Owner indemnifies the Owners Corporation against all claims for which the Owners Corporation suffers or for which the Owners Corporation will or may become liable, in respect of or arising directly or indirectly from any loss, damage or injury to property or persons caused or contributed to by:
 - (a) any act or omission by the Owner or its employees, contractors or agents;
 - (b) the Works; and/or
 - (c) the use of the Building or Property in conjunction with the Works, by or on the part of the Owner or the Owner's employees, contractors or agents except to the extent caused by the negligence of the Owners Corporation.

5. Exclusive use

- 5.1 Pursuant to section 51 of the Act the Owners Corporation hereby grants to the Owner the right of exclusive use and enjoyment of that part of the Common Property which contains the Works.
- 5.2 The Owner is responsible at all times for the proper maintenance of and keeping in a state of good and serviceable repair that area of the Common Property, which contains the Works or any part thereof.
- 5.3 The Owner is responsible at all times for the proper maintenance of and keeping in a state of good and serviceable repair, including replacement, as required those parts of the Works attached to or passing through the Common Property.

6. Remedy

- 6.1 If the Owner fails to comply with any obligation of this by-law, the Owners Corporation may:
 - (a) enter any part of the parcel to carry out the necessary work to perform the obligation; and

- (b) recover the costs of carrying out that work from the Owner as a debt, due and payable to the Owners Corporation's direction and which, the sum paid within one month of being due, will be a simple interest at a rate of 10% per annum until paid

Special By-Law 2

Special Privilege to install a split system air-conditioner and a ducted air conditioner and exclusive use By-Law

7. Definitions and interpretation

7.1 "**Act**" means the Strata Schemes Management Act 1996.

"**Building**" means the building on the land known as 20 Pacific Parade, Yamba.

"**Common Property**" means the Common Property of the strata scheme contained in folio identifier CP/SP71969. Common Property CP/SP71969 in Owners Corporation Strata Plan 71969, including the use of the Common Property space above the ceiling of the Property.

"**Owner**" means the owner or owners for the time being of the Property.

"**Owners Corporation**" means The Owners-Strata Plan 71969.

"**Property**" means Lot 50 in Strata Plan 71969.

"**Works**" means the following, all the technical information and specifications with respect to the Works were annexed to the minutes of the meeting at which this by-law was passed:

- (a) installation of reverse cycle air-conditioning split system condenser, ducting, conduits, cabling and piping with associated electrical works in the ceiling above the Property in the ceiling of the Building;
- (b) installation of a ducted reverse cycle air-conditioning system including condenser, ducting, conduits, cabling and piping with associated electrical works in the ceiling above the Property in the ceiling of the Building; and

7.2 Any term used in this by-law that appears in the Act will have the same meaning as in the Act.

7.3 Singular includes the plural and vice versa.

7.4 A reference to one gender includes a reference to all other genders.

7.5 Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

8. Special Privilege

Subject to the conditions below, the Owner will have the special privilege to carry out the Works in the Property and the Common Property in accordance with this by-law.

9. Conditions

9.1 When carrying out the Works the Owner must:

- (a) comply with all by-laws of the strata scheme as far as they apply and all conditions of any relevant consent authority in relation to the Works;

(b) ensure the Works are carried out in a proper and workmanlike manner and by duly qualified and licensed contractors.

- 9.2 The Owner must do all things necessary to minimize disturbance to owners, tenants and occupants of the Building or any other part of the Common Property in the strata scheme and repair and make good any damage which may be caused by the Works to the Building.
- 9.3 The Owner must not operate the Works or allow them to be operated if the occupant of another lot in the Building is being unreasonably disturbed by noise or vibration from their operation.
- 9.4 The Owner must dispose of any condensation and run-off from the Works, so as not to cause nuisance to any person or damage to the Common Property.
- 9.5 That sound emitted by the external unit must not exceed a noise level of 45dB (A) when measured from an adjoining Lot.
- 9.6 That sound emitted by the external unit must not be able to be heard in a neighbour's Lot from 10pm to 7:00am on weekdays, and from 10pm to 8:00am on weekends and public holidays.
- 9.7 That installation is conducted according to Australian Standards (inc AS4508).
- 9.8 That the installation is undertaken pursuant to the plan annexed as Annexure A to this by-law.
- 9.9 That the air conditioning system be a split type design.
- 9.10 That the system employ inverter technology.

10. Risk, release and indemnity

- 10.1 The Works and the use by the Owner of the Building for the purpose of such Works are at the Owner's risk.
- 10.2 The Owner releases the Owners Corporation from liability in respect of the following which relates to the Works:

- (a) any claim relating to any property of the Owner or any other person; and
- (b) any damage, death or injury occurring in or on the Building, any other part of the Common Property or the Property

Except to the extent the claim, damage, death or injury was caused by the negligence of the Owners Corporation.

- 10.3 The Owner indemnifies the Owners Corporation against all claims for which the Owners Corporation suffers or for which the Owners Corporation will or may become liable, in respect of or arising directly or indirectly from any loss, damage or injury to property or persons caused or contributed to by:
 - (a) any act or omission by the Owner or its employees, contractors or agents;
 - (b) the Works; and/or
 - (c) the use of the Building or Property in conjunction with the Works, by or on the part of the Owner or the Owner's employees, contractors or agents except to the extent caused by the negligence of the Owners Corporation.

11. Exclusive use

- 11.1 Pursuant to section 51 of the Act the Owners Corporation hereby grants to the Owner the right of exclusive use and enjoyment of that part of the Common Property which contains the Works.
- 11.2 The Owner is responsible at all times for the proper maintenance of and keeping in a state of good and serviceable repair that area of the Common Property, which contains the Works or any part thereof.
- 11.3 The Owner is responsible at all times for the proper maintenance of and keeping in a state of good and serviceable repair, including replacement, as required those parts of the Works attached to or passing through the Common Property.

12. Remedy

12.1 If the Owner fails to comply with any obligation of this by-law, the Owners Corporation may:

- (a) enter any part of the parcel to carry out the necessary work to perform the obligation; and
- (b) Recover the costs of carrying out that work from the Owner as a debt, due and payable to the Owners Corporation's direction and which, the sum paid within one month of being due, will be a simple interest at a rate of 10% per annum until paid.

Special Bylaw 3

- a. That the Pool, SPA and BBQ area are to be for the exclusive use of the Resident, Owners and their guests residing at "The Sands";
- b. No drinks or food to be consumed within the Pool or SPA;
- c. No glass in the fenced pool area;
- d. No running, diving, jumping or bombing in the Pool or SPA;
- e. Pool, SPA and BBQ hours area from 7:00am to 9:00pm;
- f. Children under the age of 12 are not permitted within the pool area unless accompanied by a supervising adult;
- g. The caretaker/manager or any representative of the Owners Corporation will have the right to remove any person who does not comply with this By-Law.

Common property memorandum

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 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 servicing more than one lot (c) fuses and fuse board in meter room (extra to the lot)

	<ul style="list-style-type: none"> (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 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	<ul style="list-style-type: none"> (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 <p>5. Floor</p> <ul style="list-style-type: none"> (a) original floorboards or parquetry 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 (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. 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 servicing more that one 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	<p>(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</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot only</p> <p>(c) garage doors, hinge mechanism and lock.</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p> <p>(d) storm water and on-site detention systems below ground</p>
9. Windows	<p>(a) windows in common property walls, including window furniture, sash cord and window seal</p> <p>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</p> <p>(c) original lock or other lock if subsequently replacement by the owners corporation</p>

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<p>(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</p> <p>(b) that part of a tree within the cubic space of a lot</p>
2. Ceiling/Roof	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
3. Electrical	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
4. Entrance door	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>

5. Floor	<ul style="list-style-type: none"> (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	<ul style="list-style-type: none"> (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	<ul style="list-style-type: none"> (a) garage door remote controller (b) electric garage door opener (motor and device) including automatic opening mechanism which serves only one lot (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Special Bylaw 4 - 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.

Special Bylaw 5

The owners of lot 24 may install insulation in the ceiling area of lot 24 provided that:

- (i) The installation be undertaken in a proper and workmanlike manner by appropriately qualified tradespersons;
- (ii) The installation be inspected by the owners corporation electrician to ensure compliance of the wiring and light fitting with Australian standard AS3000 and;
- (iii) The cost and maintenance of the installation be borne by the owners of lot 24.

Special By-Law 6

1. That the Owners-Strata Plan No 69050 by special resolution pursuant to section 110 (6) (b) of the Strata Schemes Management Act 2015 delegate its functions to approve minor renovations to the strata committee. The strata managing agent is authorised to register the necessary documentation at Land Registry Services.
2. That the Owners-Strata Plan No 69050 by special resolution pursuant to section 110 (6) (a) of the Strata Schemes Management Act 2015 determine that the following additional work is deemed to be a minor renovation for the purposes of section 110 of the Strata Schemes Management Act 2015:
 - (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 lighting or access points,
 - (e) work involving reconfiguring internal walls,
 - (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (g) installing a rainwater tank,
 - (h) installing a clothesline,
 - (i) installing a reverse cycle split system air conditioner,
 - (j) installing double or triple glazed windows,
 - (k) installing a heat pump,
 - (l) installing ceiling insulation.
 - (m) renovating of bathroom where the lay out is not altered and no water proofing is affected,
 - (n) installation burglar alarms within the lot,
 - (o) installation of ceiling fans,
 - (p) installation of exhaust fans within the lot,
 - (q) installation of ducted air-conditioning where the system is wholly within the lot,
 - (r) renovation of laundry where water proofing and drainage is not affected.

Special Bylaw 7

The owners of lot 5 may install an exhaust fan at their lot provided that:

- (i) The installation be undertaken in a proper and workmanlike manner by appropriately qualified tradespersons;
- (ii) The cost and maintenance of the installation be borne by the owners of lot 5.

Special Bylaw 8

The owners of lot 8 may replace the window at their lot provided that:

- (i) The installation be undertaken in a proper and workmanlike manner by appropriately qualified tradespersons;
- (ii) that the windows shall be colour matched to the existing windows of the building
- (iii) that the child safety locks comply with requirements Clause 30 of the Strata Scheme Management Act 2016 and that confirmation of the installation shall be provided to the Owners Corporation after the windows have been installed and;
- (iv) The cost and maintenance of the installation be borne by the owners of lot 8.