

Annexure 'A'
STRATA SCHEMES MANAGEMENT ACT 1996
BY-LAWS - SP 3402

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1. COMPLIANCE WITH THE BY-LAWS

The by-laws regulate the day-to-day management and operation of Bayview. They apply to the following persons who must comply with these by-laws:

- The Owners Corporation
- All Lot owners
- Tenants, occupiers, and visitors

Lot owners must provide a copy of the by-laws to their tenants and occupiers when a lease or other form of arrangement is agreed, including when the lot is a garage or car parking space.

2. NOISE

Owners, tenants, occupiers, or visitors must not create any noise in the Lot or 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.

3. OBSTRUCTION OF COMMON PROPERTY

Owners, tenants, occupiers, or visitors, must not obstruct lawful use of common property by any person, except on a temporary and non-recurring basis with the approval of the Owners Corporation.

4. DAMAGE TO COMMON PROPERTY

Use of CCTV Recordings: The Owners Corporation may use CCTV security recordings on common property for the purpose of legal action in relation to damage caused to common property.

Gardens, Lawns and Plants: An owner, tenant or occupier must not, except with the prior written approval of the Owners Corporation:

- Damage any lawn, garden, tree, plant or flower being part of or situated on common property, or
- Use for his or her own purposes as a garden any portion of the common property, or
- Allow their pet animal or allow their visitor's pet animal to use or damage any garden, lawn or plant for toiling purposes.

External Air- conditioning units: An owner, tenant, or occupier must not install or attach any air-conditioning unit to the building outside of the Owners Lot without the written approval of the Owners Corporation.

Damage to structure: An owner, tenant, or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.

5. BEHAVIOUR ON COMMON PROPERTY

When on common property or in a Lot, owners, tenants, occupiers, or visitors, must not use language or behave in a manner likely to disturb the owner or occupier of another Lot or to any person lawfully using common property.

Owners, tenants and occupiers must take all reasonable steps to ensure that their visitors 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.

When on common property, owners, tenants, occupiers, or visitors, must be adequately clothed.

Smoking on common property, and the feeding of wild birds on common property is prohibited.

6. CHILDREN OR MINORS PLAYING ON COMMON PROPERTY

Owners, tenants and occupiers must not permit any child or minor in their care, or in the care of any visitor, to climb or play on common property or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a swimming pool, balcony, laundry, car parking area, garbage area or other area of possible danger or hazard to children.

7. DEPOSITING OR SPILLING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

Owners, tenants, occupiers or visitors, shall not deposit or throw upon the common property (other than in the Garbage Receptacles or a garbage chute according to this by-law), or out of any window, any cigarette butt, rubbish, dirt, dust or other material.

An owner, tenant, 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.

Responsibility for Cleaning

If the owner, tenant, occupier, or their visitors or invitees spills or leaves garbage, waste, dirt, dust, refuse, vomit, pet waste (or anything similar) on Common Property, they must immediately remove that rubbish, clean, repair any damage, dry-clean carpets, and deodorise that part of the Common Property.

In the event that it is not immediately removed and cleaned the Owners Corporation may recover the costs to do this from the owner.

8. APPEARANCE OF THE LOT

The owner, tenant or occupier of a Lot must not maintain within the Lot anything visible from outside that Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the building without the written consent of the Owners Corporation.

This by-law does not apply to the hanging of any washing as referred to in the by-law below.

9. HANGING OUT OF WASHING AND USE OF LAUNDRIES

In this clause: *washing* includes any clothing, towel, bedding or other article of a similar type.

An owner, tenant or occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.

An owner, tenant or occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the Owners Corporation.

10. CLEANING WINDOWS AND DOORS

Except in the circumstances referred to in the clause below, an owner, tenant or occupier of a Lot is responsible for cleaning all interior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

The Owners Corporation is responsible for cleaning all exterior surfaces of glass in windows and doors that cannot be safely accessed by the owner or occupier of the Lot.

11. MOVING FURNITURE, LARGE ITEMS OR BUILDING MATERIALS ON OR THROUGH COMMON PROPERTY

Owners, tenants and occupiers (or their invitees) must ensure:

- To make arrangements with the Building Manager or Caretaker when moving in or out of Bayview and moving items as a result of that move;
- Not to transport any furniture, large items or building materials through or on common property, within the building, unless at least two (2) business days written notice has first been provided to or emailed to the Building Manager or Caretaker, or at least one (1) business day prior if the Building Manager, Caretaker or Strata Manager has been spoken to and verbally consulted.
- Not to leave the building entry doors or lift doors propped open and unattended.
- To comply with all reasonable requests of the Building Manager or Caretaker when you

take deliveries or move furniture or goods through Bayview. If the owner, tenant or occupier considers a request unreasonable, then the matter should be referred to the Strata Manager.

- All large items and building materials are transported through the security gates either at the pool side entrance or through the double gates at the upper northern car park level or as otherwise advised by the Building Manager or Caretaker.
- Trucks over 5 tonnes are prohibited from entering the ramp bridge up to the elevated northern carpark
- Payment of a damage bond in the amount of money currently between the sum of \$200 and \$2,000, (which may be changed by the strata committee from time to time) the exact sum to be determined in the discretion of the Strata Committee, which may be fully or partially refundable, subject to completion of a relevant inspection conducted by the Building Manager and notification to the Strata Manager in relation to compliance with the by-laws and any damage caused to the common property.

12. GARBAGE DISPOSAL

The owner, tenant, occupier or visitor of a Lot must:

- Not deposit or leave garbage or recyclable materials on Common Property (other than in the Garbage Receptacles or a garbage chute according to this by-law).
- Drain and securely wrap household garbage and put it in the garbage chute on your level of Bayview.
- Leave other garbage and recyclable materials in the Garbage Receptacles designated by the Owners Corporation for that purpose.
- Drain and clean bottles and make sure they are not broken before being placed in the area in the Garbage Receptacles designated by the Owners Corporation for that purpose.
- Not deposit or leave building materials, furniture items or appliances in or near the Garbage receptacles or on common property.
- Ensure non-recyclable items are not deposited in the Recycle Garbage receptacles.

The owner, tenant, occupier or visitor of a Lot acknowledges that CCTV recordings may be used as evidence in enforcing this by-law.

Rules for using garbage chutes

The owner, tenant or occupier of a Lot must ensure:

- No bottles or glass are put in a garbage chute; or

- No liquids are put in a garbage chute; or
- No animal waste is out in a garbage chute; or
- No items that weigh more than 2.5 kilograms are out in a garbage chute; or
- No boxes or any large items are put in a garbage chute that might block it.

The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

13. KEEPING OF ANIMALS AS PETS AND PROHIBITED ANIMALS

An owner, tenant 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.

The Owners Corporation must not authorise an owner, tenant or occupier of a Lot to keep more than one dog or cat on the Lot.

Where written approval has been given an owner, tenant or occupier of a Lot must

- Comply with NSW law requiring cat and dog owners to microchip and register their cat or dog.
- Ensure any approved cat or dog wears an identification disc engraved with their name and their Owners contact number, attached to their collar when outside the Lot.
- Not allow a person providing a dog walking service to the owner, tenant or occupier of a lot to enter the property with other dogs under their control.

Nothing in this by-law prohibits the keeping on a lot or the use on a Lot or on common property of a guide or hearing dog, an assistance animal as described in section 9(2) of the Disability Discrimination Act 1992 (Commonwealth) being a dog or other animal; or accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability; or accredited by an animal training organisation prescribed by the Commonwealth Disability Discrimination Regulations 1996.

Prohibited Animals

The Owners Corporation must not approve the following categories of animals. These categories are not permitted to visit or be kept on any Lot or any part of the parcel:

- Any dog that is known to be vicious or aggressive;
- Any medium or large sized dog over 15kg;

- Any dog or cat that is not micro-chipped and registered with the appropriate local authority;
- Any dog which is declared dangerous under the Companion Animals Act 1998 (NSW);
- Any dog which the Australian Government prohibits from importation into Australia; and
- Rodents; poultry; and reptiles;
- Farm animals or animals traditionally kept as farm animals;

Application for Pet Animal Approval to Owners Corporation

Owners, tenant and occupiers who keep or intend to apply for approval to keep a pet animal on their Lot must complete an application form providing required information to the Owners Corporation in writing including, but not limited to the following information:

- Its species; breed, name, gender, and veterinarian's details (name and address if available).
- A digital colour photograph, sufficient to clearly identify it, updated every twelve months until the animal is two (2) years old; its microchip number; whether it has been spayed or neutered; and evidence it has been registered with the appropriate Authority.

Obligations of owners, tenants, occupiers and visitors

In relation to any animal owned or in the care of an owner or occupier, or owned or in the care of any visitor of an owner or occupier, the owner or occupier must:

- Immediately and thoroughly clean, sanitise and deodorise all Household Animal waste left upon common property or their Lot by the Household Animal;
- make good, or bear the cost of making good, any damage to common property resulting from the Animal;
- ensure the Animal is carried and restrained or otherwise contained at all times when on common property;
- ensure the Animal does not cause any annoyance, disturbance or nuisance to other owners or occupiers;
- ensure the Animal does not wander onto another Owners or occupier's Lot or onto common property;
- ensure the living quarters of the Animal are maintained in a manner to prevent odours escaping from the Lot; and
- Acknowledge that the Owners Corporation may withdraw its consent to keep an animal in

the event of a breach of any clause of the by-law concerning the Keeping of Animals.

Disposing of Household Animal waste and by-products

In disposing of Household Animal waste and by-products the owner or occupier must ensure:

- any Animal waste and by-product is double-bagged and securely sealed in strong bags so as not to leak in the garbage receptacles;
- any Animal waste and by-product, bagged or otherwise, is not deposited down the garbage chute;
- any Animal waste and by-product is treated and disposed of in accordance with any Rules made by the Owners Corporation and, without limiting the generality of this by-law; and
- any absorbent granular material from an animal litter-tray or sandbox is not flushed down or placed in any toilet on the Lot or on common property.

The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law.

Breach of the Animals By-Law

In relation to any Household Animal in the care of or owned by a Lot owner or occupier, or owned or in the care of any visitor, the Owners Corporation may issue a notice requesting immediate compliance with any condition in this by-law which the Owners Corporation believes has been breached by that owner or occupier or visitor or invitee.

If the Owners Corporation forms the view an Animal on a Lot is or has become vicious or aggressive, or has repeatedly caused annoyance, disturbance or nuisance to other owners and occupiers, the Owners Corporation may serve a notice on the owner or occupier of the Lot to permanently remove the Animal from the Lot.

Any owner or occupier who has received a notice from the Owners Corporation under this by-law must comply with the requirements of the notice within fourteen (14) days of receiving it.

14. FIRE SAFETY

The owner, tenant or occupier of a lot must not do anything or permit any invitees of the owner, tenant 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.

15. STORAGE OF FLAMMABLE OR TOXIC LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

The owner, tenant or occupier of a Lot must not use or store on the Lot or on common property any flammable or toxic chemicals, liquids, gases or other materials without the written consent of the Owners Corporation.

This by-law does not apply to small domestic quantities of securely contained chemicals, liquid, gases or other material designed and intended to be used for domestic purposes, or any securely contained chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. SECURITY AT BAYVIEW

CCTV and Security

The owner, tenant or occupier of a Lot must not interfere with security cameras or surveillance equipment; or do anything that might prejudice the security or safety of Bayview.

Fire and Security Doors

The owner, tenant or occupier of a Lot must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

Security Keys

Security Keys belong to the Owners Corporation. The Owners Corporation has the power to:

- Re-code Security Keys; and
- Require prompt return of Security Keys to the Owners Corporation to be re-coded;
- Make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys; and
- Charge a fee or bond for additional Security Keys or replacement Security Keys.

The owner, tenant or occupier of a Lot must:

- Comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- Take all reasonable steps not to lose Security Keys; and
- Return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- Notify the Owners Corporation immediately if you lose a Security Key.
- Not copy a Security Key and not give a Security Key to someone who is not an Owner, tenant or Occupier.

If the owner, tenant or occupier of a Lot leases or licence a Lot, garage or car-space, the owner, tenant or occupier must include a requirement in the lease or licence that the Tenant or Occupier return Security Keys to the owner, tenant or occupier when they no longer occupy an apartment, car-space or lot.

17. ERECTING A SIGN

The owner, tenant or occupier must not erect a sign in your Lot or on Common Property without the written permission of the Owners Corporation.

18. ON-SITE AUCTIONS

An on-site real estate auction may not be held in the building without the written approval of the Owners Corporation. The Owners Corporation may impose conditions in granting approval.

19. PRIVATELY OWNED BALCONIES

An owner, tenant or occupier may only keep planter boxes, pot plants, landscaping (plantings), outdoor furniture and recreational equipment on the Balcony of a Lot if:

- They will not cause damage and they are not dangerous
- In the case of plantings, they must stand on the balcony and must not be hung from the soffits, ceilings, walls, fences or balustrade. In the case of all plantings, the containers must capture and hold any excess watering so that it does not escape from the Lot.

An owner, tenant, occupier, visitor or invitee must not feed wild birds on or from the balcony.

Aerials or antennae must not be kept on balconies or exteriors of windows.

BBQs on balconies must only be operated between 9AM - 9PM, be operated by gas or electricity only, be of a covered type, and not create, or noise which would unreasonably concern or impact on another lot or common property.

20. BUILDING WORKS

Building Works mean works, alterations, additions, removal, or replacement of:

- Common Property structures, including the Common Property walls, floor and ceiling enclosing a Lot (Common Property walls include windows and doors in those walls); or
- The structure of a Lot; or
- The Internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot); or
- Common Property services; or

- Common Services in Bayview

Building Works excluded from this by-law:

- Minor works inside a Lot; and
- Works or alterations to the interior of Common Property walls in a Lot.

Consent

Subject to the Building Works by-law, the owner must have consent from the Owners Corporation to carry out Building Works and must give the Owners Corporation a written notice describing what is proposed to be done at least fourteen (14) days before the proposed start of Building Works.

Procedures before you carry out Building Works

Before an owner carries out Building Works, the owner must ensure:

- Consents from the Owners Corporation and when necessary Government Agencies are obtained;
- Service lines and pipes are located;
- A formal dilapidation report is obtained on immediate adjoining Lots, both vertically and horizontally, when altering a wall is proposed;
- Consent from the Owners Corporation is obtained if it is proposed to interfere with or interrupt services; (such as water or electricity);
- Consult the Strata Manager or Building Manager to arrange for temporary deactivation of fire and smoke detectors where appropriate to avoid false alarms, noting that false alarm fees are the responsibility of the owner causing a false alarm
- Display a notice in the notice board seven (7) days prior to works commencing advising residents of the potential noise and inconvenience.
- Payment of a damage bond in the sum of \$2,000 which will may be fully or partially refundable, subject to completion of a relevant inspection conducted by the Building Manager and notification to the Strata Manager in relation to compliance with the by-laws and any damage caused to the common property.

Procedures when you carry out Building Works

If you carry out Building Works, you must ensure:

- Qualified, reputable and, where appropriate, licensed contractors are used
- Damage you (or persons carrying out the Building Works for you) cause to Common

Property or the property of another Owner or Occupier is immediately repaired; the Owners Corporation may recover the costs of repair where the repair work is undertaken by the Owners Corporation;

- Not store any Building Works materials or tools on common property without the written consent of the Owners Corporation; and
- Undertake appropriate waterproofing using qualified tradesman to install waterproof membranes in wet areas when carrying out building works
- When first entering common property, all contractors, workmen and delivery drivers must report to the Building Manager for a site induction and agree in writing to abide by the by-laws and any special instructions.
- All works must be between the hours of 8:00am and 5:00pm Monday to Friday (inclusive), 9:00am and 12noon on Saturdays (excluding power and impact tools), and exclusive of Sundays and public holidays.
- All tools, building materials and debris must only be transported through the mezzanine pool level and not transported through main foyer.
- No materials or debris to be stored on common property, including no skip bins permitted in the car park. All debris and materials must be stored within the apartment or enclosed garage and transported down through the mezzanine foyer only and into a waiting rubbish removalist truck.

Before an Owner carries out Building Works (including Building Works not requiring consent from the Owners Corporation), the Owner must ensure:

- The Owner arranges with the Building Manager a suitable time and means by which to access Bayview for purposes associated with those Building Works; and
- That contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Bayview.
- Consultation with the Strata Manager or Building Manager to arrange for temporary deactivation of fire and smoke detectors where appropriate, to avoid false alarms, noting that false alarm fees are the responsibility of the owner causing a false alarm

Hot Water Tanks

Definitions:

Hot Water Tank means an electrically heated water storage system

Safety Drip Tray means a zinc or copper tray installed under the hot water tank

Leak Detection Shut-off Valve means an approved isolation valve with a sensor that sits in the Safety Drip Tray and automatically cuts off the water flow to the hot water tank when the sensor detects any water in the tray.

Instantaneous Water Heater means a system that, on demand, instantly heats water by electricity which then flows to the outlet

- heating element must not exceed 3.6kW
- when a hot water tank is installed in a location without a floor drain, a Safety Drip Tray must be installed with a 25mm drain or a Leak Detection Shut-off Valve attached to that tray.
- water contained in any old hot water tank being removed must only be emptied within the lot and not into common property laundry tubs or anywhere on common property.
- any old hot water tank being removed must be sealed in a waterproof bag or container before being transported through common property
- instantaneous water heaters are not permitted due the building's limited power capacity
- Where the Owners Corporation has incurred Costs as a result of an owner in breach of this by-law, the Owners Corporation may recover those Costs from that Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

21. FLOOR COVERINGS

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

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

Non-Carpet Floor Covering means a floor covering on a Lot (other than in a kitchen, laundry, lavatory or bathroom) including, but not limited to, floorboards, parquetry, tiles, cork, marble, vinyl and floating floors.

Non-Carpet Floor Coverings installed or laid after commencement of this by-law:

After the commencement date an owner of a Lot must not install or lay a Non-Carpet Floor Covering in the Owners Lot unless you obtain the permission in writing of the Owners Corporation (which may be by email) before any work is carried out in relation to the Non-Carpet Floor Covering.

When carrying out work in relation to the Non-Carpet Floor Covering an owner of a Lot must:

- Protect all areas of the Common Property from damage;
- Promptly remove all debris resulting from work;
- Ensure that the Lntw* of the floor after the Non-Carpet Floor Covering has been installed is 50 or less when carried out and calculated according to the requirements of ISO 140-7:1998 and ISO 717-2:1996; (* Lntw - a Weighted Standardised Impact Sound Pressure Level used to measure the impact sound insulation of floors)
- Properly maintain and keep the Common Property to which the Non-Carpet Floor

Covering is attached in a state of good and serviceable repair; and properly maintain and keep the Non- Carpet Floor Covering in a state of good and serviceable repair;

- Pay all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.
- Acknowledge that the works and any problems arising from these works are the responsibility of the owner.

Notification and approval procedure

- After receiving an application in relation to a lot, (which may be by email) the Owners Corporation must notify the Owners of all adjoining lots (both horizontally and vertically) that it has received such a request or notification; and
- The Owners Corporation must not grant an Owner permission to install or lay a Non-Carpet Floor Covering until at least 10 working days after notifying the Owners of adjoining Lots
- The Owners Corporation must respond in writing (including email) to your request in writing (which may be by email) within 20 working days of the receipt of your application.

22. BICYCLES

Parking area

Subject to availability, an owner, tenant or occupier will be entitled to the use of a common property bicycle parking space within a secured area which may be set aside for that purpose.

This use may be subject to any imposition of reasonable refundable security deposits for the administration, issuances of keys and security passes which may be required by the Owners Corporation.

The Owners Corporation may remove any unclaimed bicycles or unused bicycles (after 3 months) from the bicycle storage area following issue of a notice within one month of a notice to occupiers if a bicycle remains unclaimed.

Areas where Bicycle Parking is Prohibited

An owner, tenant, occupier, visitor or invitee must not temporarily park or store a bicycle on any common property (e.g. the foyer or car park) other than the area set aside by the Owners Corporation without the written consent of the Owners Corporation.

An owner, tenant, occupier, visitor or invitee must not temporarily park or store a bicycle on the private parking space of any Lot owner without their permission.

Bicycle Owner Obligations

An owner, tenant, occupier or visitor must carry and not ride or wheel a bicycle in the internal foyer, the lift or internal corridors.

A bicycle owner who brings a bicycle onto the common property agrees to indemnify the Owners Corporation against any liability from that bicycle while it is on common property.

A bicycle owner who brings a bicycle onto the common property and or parks their bicycle in the parking area set aside does so at their own risk and recognises that the owners corporation has no responsibility for the loss of, or damage to that bicycle.

The owner of a bicycle on common property is responsibility for any damage, including any cleaning required, caused by the bicycle while on common property.

23. VEHICLES, GARAGES, CAR SPACES & PARKING

Owners, tenants, occupiers, or visitors, must not park or leave standing any motor vehicle, motor bike, scooter or other vehicle on the premises other than on Lots owned or leased by the relevant owner or tenant.

Owners, tenants, occupiers must not install barriers or bollards in a car space without the prior written consent of the Owners Corporation, but the Owners Corporation must not unreasonably withhold its approval of installing a barrier or bollard in your car space.

If an Owner, tenant, or occupier parks a vehicle on common property without permission or in a car space which is not part of their Lot or has not been leased or licensed to them, or without the permission of the owner, occupier or tenant of the Lot, then that Owner, Tenant, Occupier or Visitor consents to the Owners Corporation either clamping that vehicle's wheels or procuring that vehicle to be towed away.

A vehicle may be temporarily parked on common property with the approval of the Owners Corporation provided that it does not impinge the entry or exit to any garage or parking space.

An owner, tenant or occupier of a Lot ("Owner") must not without the prior consent of the Owners Corporation enclose a car space.

A lot which is a garage or parking space may not be used for other purposes including for commercial or business operations.

Any vehicle identified as entering the carpark and parking unlawfully on common property will have the remote control that was used for that vehicle to enter the carpark deactivated.

24. SWIMMING POOL & SURROUNDING RECREATIONAL AREA

24.1 You must ensure in relation to the use of the swimming pool and surrounding area that:

- (a) unless closed for maintenance or safety reasons, the swimming pool and surrounding areas are used by you and your invitees (maximum four per apartment) at your own risk and only between the hours of 8am and 8pm seven days a week and on condition of acceptance that Bayview's CCTV security cameras capture and record all users and activities.
- (b) children fourteen (14) years or under use the swimming pool area only if accompanied and supervised by a responsible adult resident of Bayview;
- (c) you and your invitees should familiarise yourselves with resuscitation methods and must shower before and after entering the pool;
- (d) running, ball playing, loud, boisterous or hazardous or inappropriate or offensive activities as determined by the owners corporation (acting reasonably) or its Building Manager are not to be conducted in the swimming pool or surrounding recreational area;
- (e) no alcohol, no glassware, no food or drink to be brought into the swimming pool area (other than water and sports drinks in a plastic container) unless by written authority from the owners corporation;
- (f) all persons using the swimming pool areas are adequately clothed, including appropriate footwear, at all times and topless bathing by females is not permitted;
- (g) towels are to be placed on seats and benches at all times during use;
- (h) no items of clothing or towelling or other personal property are left behind in the pool recreation area after use;
- (i) no intoxicated or drug influenced person uses the swimming pool recreation area; when travelling between the recreation area and their Lot you and your invitees are fully dressed (including appropriate footwear) at all times;
- (j) no equipment or property vested in the owners corporation is removed from the area.
- (k) no smoking in the pool recreational area or anywhere on common property.
- (l) the pool and surrounding recreational area may close from time to time without advance notice for maintenance and/or safety reasons at the discretion of the Building Manager and Owners Corporation: and
- (m) you or your invitees must not alter, adjust or change any pool equipment nor any of its parts.

24.2 The owners corporation from time to time may make rules and regulations relating to the swimming pool and surrounding recreation area and you must comply with those rules and regulations.

24.3 Any person who does not comply with this bylaw will be ejected from the pool recreation area and are to keep away from the recreation area.

24.4 Any lost or personal property left unattended in the recreation area will be held by the Building Manager in a safe place for a maximum period of one (1) month and, if not collected, will then be disposed of without liability.

25. USE OF A LOT

An occupier of a lot must notify the Owners Corporation if the occupier intends to change or has changed the existing use of the Lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change results in the Lot being used for any commercial or industrial purposes other than residential purposes).

The owner, tenant or occupier of a Lot must ensure the Lot is not used for any purpose prohibited by law.

The owner, tenant or occupier of a Lot must ensure the lot is not occupied by more persons than are allowed by law to occupy the Lot.

26. COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

The owner, tenant or occupier of a Lot must ensure the Lot is not used for any purpose prohibited by law.

The owner, tenant or occupier of a lot must ensure the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

27. THE BUILDING MANAGER

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- Caretaking, supervising and servicing Common Property
- Supervising cleaning and garbage removal services
- Supervising the repair, maintenance, renewal or replacement of Common Property
- Co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property
- Co-ordinating the carrying out of Building Works
- Managing the Security Key system and providing Security Keys according to the by-law
- Providing services to the Owners Corporation, Owners and Occupiers
- Supervising employees and contractors of the Owners Corporation
- Supervising Bayview generally
- Doing anything else that the Owners Corporation agrees is necessary for the operation and management of Bayview
- Monitoring or CCTV recordings

28. NOTICE BOARD AND WEBSITE

The Owners Corporation must cause a notice board to be affixed to a prominent part of the common property.

The Owners Corporation may also establish a website as a source of communication with owners, occupiers and tenants.

29. SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

A notice or document served on an owner by e-mail in accordance with this by-law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

30. NOTICE OF STRATA COMMITTEE MEETINGS

The Owners Corporation must issue notification of all Strata Committee Meetings including agendas and minutes, by email, to all owners who have requested receipts of notices and provided an email address for the Strata Roll.

BY-LAW NO. 32: COMMUNICATION PROTOCOL

Definitions

1. For the purpose of this by-law:

“**Act**” means the Strata Schemes Management Act 2015 (NSW) as amended or replaced from time to time;

“**Committee**” means the strata committee elected by the Owners Corporation from time to time;

“**Communication**” means all forms of written and verbal communication including but not limited to:

- (a) emails
- (b) telephone calls
- (c) letters
- (d) text or audio messages
- (e) facsimiles
- (f) face to face communications including in meetings and via video link

“**Enforcement Costs**” means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal and strata management services;

“**Lot**” means a lot in the Strata Plan;

“**Occupier**” means the legal occupier of a Lot from time to time, including the occupier’s agent or employee;

“**Owner**” means the registered proprietor of a Lot from time to time, including the registered proprietor’s agent or employee;

“**Owners Corporation**” means the owners corporation known as The Owners- Strata Plan No. 3402;

“**Recipient**” means:

- (a) an Owner
- (b) an Occupier
- (c) a member of the Committee
- (d) the Strata Manager
- (e) a third party engaged by, employed by, under the instruction of or otherwise representing the Owners Corporation

who receives a Communication from a Sender.

“**Sender**” means:

- (a) an Owner
- (b) an Occupier
- (c) a member of the Committee
- (d) the Strata Manager
- (e) a third party engaged by, employed by, under the instruction of or otherwise representing the Owners Corporation

who sends a Communication to a Recipient.

“**Strata Manager**” means the strata managing agent engaged by the Owners Corporation from time to time, including its employees and representatives;

“**Strata Plan**” means registered strata plan no. 3402.

Purpose of this by-law

2. The purpose of this by-law is to establish a procedure and standard for Senders and Recipients to follow when sending or receiving Communications. This is to ensure that all Communications are handled efficiently and to minimise the impact on the Owners Corporation's and Strata Management resources.

Communication protocol

3. Communication from a Sender to a Recipient must at all times be:
 - (a) polite
 - (b) respectful
 - (c) reasonable
 - (d) appropriate
 - (e) constructive and
 - (f) succinct
4. Communication from a Sender to a Recipient must not:
 - (a) be abusive, offensive or threatening
 - (b) be unnecessarily voluminous or lengthy
 - (c) contain false statements or allegations unsupported by evidence or specific detail
 - (d) be defamatory
 - (e) be aggressive
 - (f) be unnecessarily repetitive
 - (g) be rude or insulting
 - (h) be a nuisance
 - (i) contain personal insults or invective.
5. Communications should comply with standard business protocol and/or accord with what an ordinary person would view as a reasonable level and content of business communication.

Disregarding non-compliant Communication

6. In the event a Recipient reasonably considers that a Communication does not comply with the terms of this by-law, the Recipient may, in their discretion, disregard or not respond to the Communication.
7. Where the Recipient reasonably considers the Communication does not comply with the requirements of this by-law, the Recipient may, in their discretion, issue to the Sender a response to that effect to notify the Sender of the concern.

Owners Corporation's statutory responsibilities

8. The Owners Corporation will at all times recognise its overriding obligation to comply with its statutory responsibilities and duty to address any genuine or potentially genuine issues or concerns that are raised in a Communication.

No obligation to acknowledge receipt

9. Recipients are not required to acknowledge receipt of a Communication, regardless of the content.

Sender's options

10. If a Sender is not satisfied that their Communication has been properly responded to by a Recipient, rather than re-sending their Communication they are required to submit a motion for inclusion of the agenda of the next general meeting of the Owners Corporation, proposing action on the issue the subject of the Communication. The general meeting motion should state the specific action the Sender wants the Recipient to take to address the issue.
11. Where that action involves costs being incurred (for example, to engage a qualified expert to obtain a report or to engage a contractor to undertake rectification work), the Sender should obtain and provide appropriate quotes and specify a motion to accept those quotes.

Recovery of Enforcement Costs

12. An Owner in breach of this by-law is responsible for and will bear all Enforcement Costs. An Owner is also responsible for Enforcement Costs incurred as a result of their Occupier's breach of this bylaw. Enforcement Costs may be charged to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.

BY-LAW NO. 33 PROHIBITION OF SHORT-TERM ACCOMMODATION

1. For the purpose of this by-law:

- 1.1. “**Act**” means the *Strata Schemes Management 2015* (NSW) as replaced and amended from time to time;
- 1.2. “**Building**” means the building and improvements on the land located at 41-49 Roslyn Gardens, ELIZABETH BAY NSW 2011.
- 1.3. “**Common Property**” means the common property in the Strata Plan;
- 1.4. “**Costs**” means all professional and trade costs, fees, expenses and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;
- 1.5. “**Council**” means City of Sydney, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;
- 1.6. “**Enforcement Costs**” means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
- 1.7. “**Committee**” means the strata committee elected by the Owners Corporation from time to time;
- 1.8. “**Indemnify**” means the Owner indemnifying the Owners Corporation in respect of their use of a Lot in breach of this by-law, including but not limited to the following:
 - 1.8.1. all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
 - 1.8.2. any sum payable by way of increased premiums; and
 - 1.8.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.9. “**Lot**” means a lot or any part of a lot in the Strata Plan;
- 1.10. “**Occupier**” means the legal occupier of a Lot from time to time, including the occupier’s agent or employee;
- 1.11. “**Owner**” means the registered proprietor of a Lot from time to time, including the registered proprietor’s agent or employee;
- 1.12. “**Owners Corporation**” means the owners corporation known as The Owners- Strata Plan No. 3402;
- 1.13. “**Residential Tenancy Agreement**” means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;
- 1.14. “**Security Keys**” means a key, magnetic card, or other device or information used on the Common Property to:
 - 1.14.1. open and close security gates, doors, gates, or locks; or
 - 1.14.2. operate alarms, security systems, or communication systems.

- 1.15. **“Short-Term Accommodation”** means the provision of temporary accommodation on a commercial basis for a period less than 3 consecutive months, including but not limited to:
 - 1.15.1. Backpackers’ accommodation;
 - 1.15.2. Bed and breakfast accommodation;
 - 1.15.3. Hotel or motel accommodation;
 - 1.15.4. Serviced apartments;
 - 1.15.5. Private hotel;
 - 1.15.6. Boarding house;
 - 1.15.7. Tourist or visitor accommodation; and
 - 1.15.8. Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

- 1.16. **“Statutory Declaration”** means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this bylaw;

- 1.17. **“Strata Manager”** means a strata managing agent engaged by the Owners Corporation from time to time;

- 1.18. **“Strata Plan”** means registered strata plan no. 3402;

- 1.19. **“The Plan”** means the Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument.

2. Where terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.

3. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.

4. If the Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Committee or Strata Manager, may:
 - 4.1. Request that the Owner and/or Occupier provide evidence of their compliance with this bylaw, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Committee, which may include a Statutory Declaration; and/or
 - 4.2. Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
 - 4.3. Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in a sum up to \$11,000.00 (as at the date of registration of this by-law and subject to change); and/or
 - 4.4. Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier’s compliance with this by-law; and/or
 - 4.5. Refuse to provide additional Security Keys to the Owner or Occupier; and/or

- 4.6. De-activate the Owner or Occupier's Security Keys.
- 4.7. Notify the Australian Tax Office that short term letting of the lot has been occurring.
5. The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.
6. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.
7. Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.
8. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
9. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

BY-LAW NO. 34 NO SMOKING WITHIN LOTS OR ON COMMON PROPERTY

1. For the purpose of this by-law:
 - 1.1. “**Act**” means *Strata Schemes Management Act 1996* as replaced and amended from time to time;
 - 1.2. “**Building**” means the building and improvements on the land located at 41-49 Roslyn Gardens, ELIZABETH BAY NSW 2011;
 - 1.3. “**Common Property**” means the common property of Strata Plan 3402;
 - 1.4. “**Costs**” means all professional and trade costs/fees/expenses/disbursements associated with any damage caused as a result of a breach of this by-law, and includes Enforcement Costs;
 - 1.5. “**Enforcement Costs**” means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
 - 1.6. “**Indemnify**” means the Owner indemnifying the Owners Corporation in respect of a direct or indirect breach of this by-law, including but not limited to the following:
 - i. all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
 - ii. any sum payable by way of increased premiums; and
 - iii. any costs or damages for which the Owners Corporation is or becomes liable;
 - 1.7. “**Lot**” means a lot in strata plan no. 3402;
 - 1.8. “**Owner**” means an owner or occupier of a Lot;
 - 1.9. “**Owners Corporation**” means the owners corporation known as The Owners – Strata Plan No. 3402;
 - 1.10. “**Residential Tenancy Agreement**” means a residential tenancy agreement defined by the *Residential Tenancies Act 2010* (NSW) as amended from time to time;
 - 1.11. “**Smoke**” means light, smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
 - 1.12. “**Strata Manager**” means the strata managing agent engaged by the Owners Corporation from time to time.
2. An Owner must not Smoke, or allow anyone else to Smoke, on Common Property.
3. If a person, other than an Owner, Smokes on Common Property, the Owner who invited or allowed that person to be or remain on the Common Property is in breach of this by-law unless the Owner:
 - 3.1. did not know, or could not reasonably be expected to have known, that the person was Smoking on Common Property; or
 - 3.2. upon becoming aware that the person was Smoking on Common Property, the Owner asked the person Smoking to leave the Common Property immediately, and the person did so.

4. If the Owners Corporation reasonably believes an Owner or the person invited or allowed to be or remain on the Lot and/or Common Property is in breach of this by-law, the Owners Corporation may exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the responsible Owner by the NSW Civil and Administrative Tribunal in a sum up to \$11,000.00 (as at the date of registration of this by-law and subject to change) and a costs order against the Owner for the recovery of the Owners Corporation's costs incurred in the legal proceedings.
5. The Owner is responsible for and will bear all Costs.
6. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
7. The Owner must promptly repair any damage directly or indirectly caused by the Owner's breach of this by-law.
8. The Owner must include a copy of this by-law in every Residential Tenancy Agreement.
9. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

BY-LAW NO. 35 OCCUPANCY LIMITATION

1. For the purpose of this by-law:
 - 1.1. **“Act”** means the *Strata Schemes Management 2015* (NSW) as amended from time to time;
 - 1.2. **“Adult”** means a person who is aged 18 years or older;
 - 1.3. **“Bedroom”** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a Planning Approval.
 - 1.4. **“Costs”** means all professional and trade costs/fees/disbursements/expenses incurred or associated with any damage caused to property or injury to person sustained as a result of a breach of this by-law and includes Enforcement Costs;
 - 1.5. **“Enforcement Costs”** means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation engaging professional services including legal and/or strata management services;
 - 1.6. **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of their breach, or their Occupiers’ breach, of this by-law, which includes but is not limited to the following:
 - i. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - ii. any sum payable by way of increased premiums; and
 - iii. any costs, penalties/fines or damages for which the Owners Corporation is or becomes liable;
 - 1.7. **“Maximum Number” means:**
 - i. in the case of a lot with one Bedroom: up to two;
 - ii. in the case of a lot with two Bedrooms: up to four;
 - iii. in the case of a lot with three Bedrooms: up to six.
 - 1.8. **“Occupier”** means the legal occupier of a lot from time to time, including the occupier’s agent or employee;
 - 1.9. **“Owner”** means the registered proprietor of a lot from time to time, including the owner’s agent or employee;
 - 1.10. **“Owners Corporation”** means the owners corporation known as The Owners – Strata Plan No. 3402;
 - 1.11. **“Planning Approval”** means a development consent within the meaning of the *Environmental Planning and Assessment Act 1979*; or
 - 1.12. **“Related to”** has the meaning it is given by clause 36 of the *Strata Schemes Management Regulation 2016*, as amended from time to time;
 - 1.13. **“Security Keys”** means a key, magnetic card or other device or information used on the Common Property to:
 - i. open and close the security gates, doors, gates or locks; or
 - ii. operate alarms, security systems or communication systems.

2. Where any terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.
3. Owners and Occupiers are responsible for ensuring that the number of Adults who reside at their lot does not exceed the Maximum Number.
5. If the strata committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a lot in breach of this by-law, the Owners Corporation, via the strata committee or strata manager, may:
 - 5.1. request that the Owner and/or Occupier provide evidence of their compliance with this bylaw. Such evidence must meet the reasonable requirements of the strata committee; and/or
 - 5.2. exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or
 - 5.3. enter upon any part of the lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
 - 5.4. refuse to provide additional Security Keys to an Owner or Occupier; and/or
 - 5.5. de-activate an Owner or Occupier's Security Keys.
6. An Owner or Occupier is responsible for and will bear all Costs.
7. Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
8. In the event lot(s) or common property is/are damaged as a result of an Owner or Occupier's breach of this by-law, the responsible Owner or Occupier must pay the costs of rectifying the damage.
9. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
10. Owners must include a copy of this by-law in every residential tenancy agreement.
11. If an Occupier commits a breach of this by-law, the Owner must take immediate steps to terminate the residential tenancy agreement.
12. Owners will Indemnify and will keep Indemnified the Owners Corporation.
13. This by-law has no effect if all of the Adults who reside in the lot are Related To each other.

BY-LAW NO. 36 WINDOW SAFETY DEVICES

1. For the purposes of this by-law:

- 1.1. **“Act”** means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time;
- 1.2. **“Building”** means the building and improvements on the land located at 41-49 Roslyn Gardens, ELIZABETH BAY NSW 2011
- 1.3. **“Common Property”** means the common property in the Strata Plan;
- 1.4. **“Costs”** means all professional and trade costs/fees/disbursements;
- 1.5. **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
 - 1.5.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.5.2. any sum payable by way of increased premiums; and
 - 1.5.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.6. **“Lot”** means a lot in the Strata Plan used for residential purposes;
- 1.7. **“Notice”** means a written notice from an Owner or Occupier to the Owners Corporation via its Strata Manager informing the Owners Corporation of the need for Remedial Works at their Lot, including a written description and photographic evidence of the condition of the Window Safety Device as at the date of the Notice;
- 1.8. **“Occupier”** means the legal occupier(s) of a Lot;
- 1.9. **“Owner”** means the owner(s) of the Lot from time to time;
- 1.10. **“Owners Corporation”** means the owners corporation known as The Owners – Strata Plan No. 3402, and where the context permits, includes its agents, contractors or employees;
- 1.11. **“Penalty”** means the penalty or fine under section 118(1) of the Act;
- 1.12. **“Remedial Works”** means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;
- 1.13. **“Residential Tenancy Agreement”** means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;
- 1.14. **“Strata Manager”** means the strata manager engaged by the Owners Corporation from time to time;
- 1.15. **“Strata Plan”** means registered strata plan number 3402;
- 1.16. **“Window”** means the following:
 - 1.16.1. a Common Property window in a Lot that can be opened; and

- 1.16.2. the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- 1.16.3. that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is **attached to this by-law and marked with the letter 'A'**]

1.17. **“Window Safety Device”** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):

- 1.17.1. a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
- 1.17.2. the device is robust and childproof; and
- 1.17.3. excludes ordinary flyscreens.

1.18. **“Works”** means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked with the letter 'B'**.

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

Works

4. The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.

Remedial Works

5. Subject to clauses 6 and 7 below, the Owners Corporation is responsible for Remedial Works at a Lot and will pay the Cost of carrying out Remedial Works.
6. An Owner or Occupier of a Lot is responsible for determining if/when Remedial Works are required and must give Notice.
7. The Owners Corporation will make the final determination on whether or not Remedial Works are required and such determination will be made at its sole discretion.

Access

8. An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, Remedial Works or determining if the Works or Remedial Works are required to be carried out at a Lot.
9. In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

Acknowledgement

10. Upon completion of the Works and the Remedial Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works or Remedial Works have been carried out at the Lot.
11. Prior to providing the written acknowledgement form as referred to in clause 10 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

Costs

12. Where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 9), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
13. If the Owners Corporation receives a Penalty due to the action or inaction of an Owner or Occupier (including a Penalty issued due to an Owner or Occupier's breach of clause 6), the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.
14. In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's lot account, as if it were a contribution under Act, with all associated rights of recovery under the Act.

General obligations

15. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
16. The Owner will Indemnify and will keep indemnified the Owners Corporation.

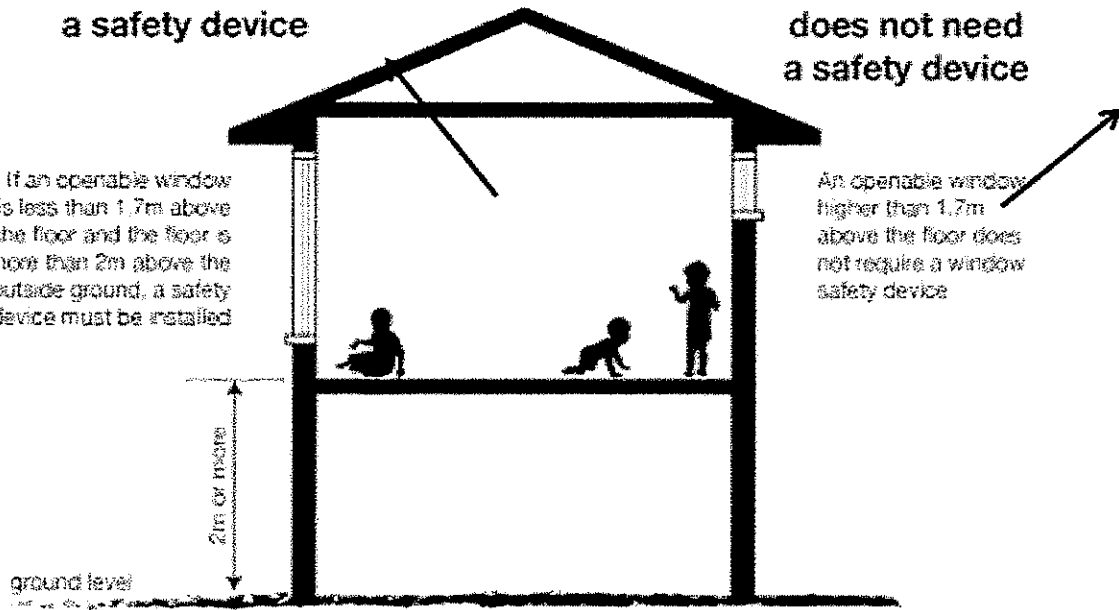
Annexure "A"

**This window needs
a safety device**

**This window
does not need
a safety device**

If an operable window is less than 1.7m above the floor and the floor is more than 2m above the outside ground, a safety device must be installed

An operable window higher than 1.7m above the floor does not require a window safety device



Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2016. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

Did you know? Similar laws in New York resulted in a 56 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshealth.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to operable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

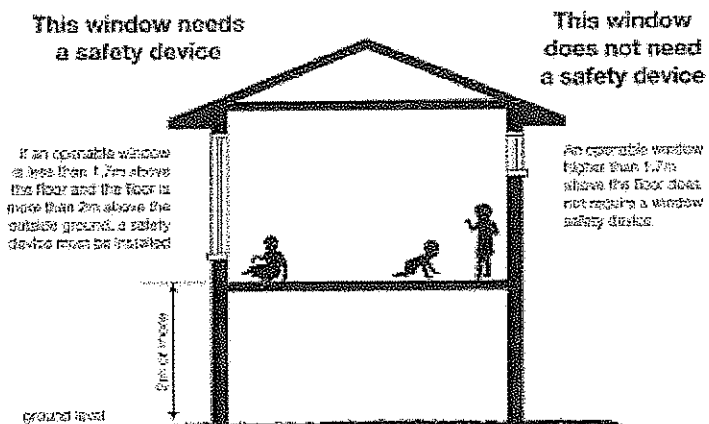
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2016, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au



Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a tenant, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the Strata Schemes Management Act 1995 No 136 or call us on 13 32 261.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 261
TTY 1300 723 434
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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