

**- Disclaimer**

Various Seagull Shore Committees have over the years compiled this information as an aid to incoming Owners.

It does not purport to be a legal document, and it is expressly not that.

In all circumstances, consult your legal representative for clarification



**Annexure A to Consolidation / Change of By-laws SP 63869**

**Consolidated set of by-laws Strata Plan 63869**

**83 GOLLAN DRIVE, TWEED HEADS WEST**

**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.

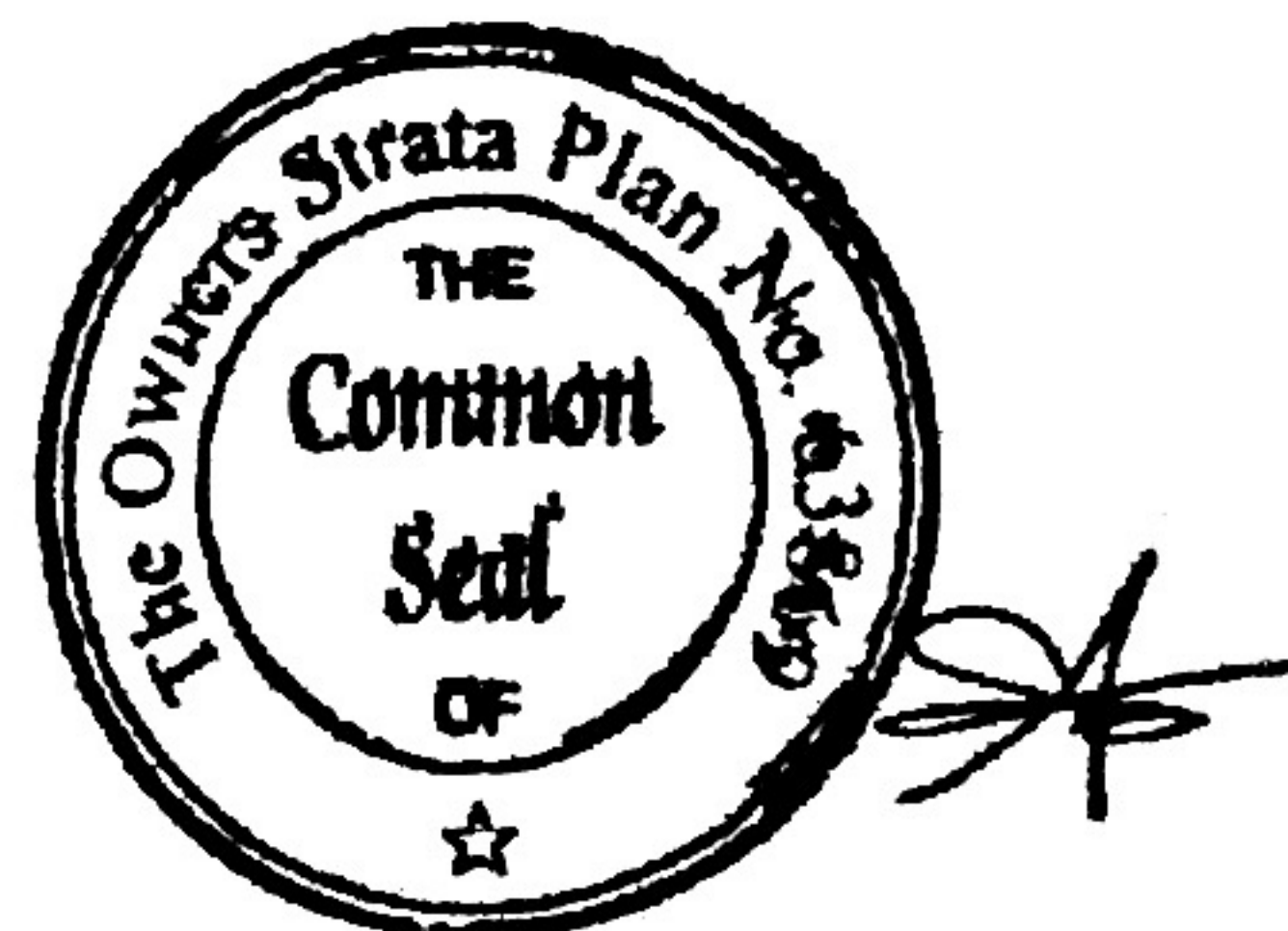
**4 Damage to lawns and plants on common property**

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 Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and





- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

#### **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 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **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 B**

- (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 a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **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**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

#### **20 Gross Pollutant Trap and Hymer Septor Trap**

The Owners Corporation must regularly maintain the gross pollutant trap and Humer Septor Trap on the common property to ensue pollutants do not enter the surrounding waterways



## **SPECIAL BY-LAW NO 2**

### **Pool and Barbecue Area Rules and Condition of Entry**

- Children under 14 years of age, **MUST** be accompanied by an adult unit owner or unit tenant
- Parents and guardians **MUST** accept full responsibility for the behaviour and safety of their children
- Barbecue and Pool hours are 7 am - 10pm
- No food and/or drink in the pool area
- No unhygienic behaviour
- No running, diving or 'bombing'
- No body boards

**Note:** these rules are posted on the swimming pool entry gate.

## **SPECIAL BY-LAW NO 3**

Unit owners may add the following improvements to their unit:-

- Washing line
- Awnings
- Gates
- Soffit under top-deck
- Finishing of external decking
- Moving of hot-water cylinder

These additions/alterations must fall within guidelines set, so as to maintain the overall appearance of the complex, being:-

- Washing lines to match existing styles and colour scheme
- Awnings to match existing colour scheme and those of any other awnings installed Gates to match existing structures, using CCA treated timber with matching colourbond capping and being double sided or matching the existing pool fencing Soffit under top-deck to match existing colour scheme
- Hot-water cylinder only to be moved by appropriately qualified electrician/plumber

Although these items fall within common property, the ownership, upkeep and responsibility for these items remains with present and subsequent individual unit owners. Written approval from the Owners Corporation is required before the commencement of any alterations or improvements.

## **SPECIAL BY-LAW 4**

Owners Corporation Insurance only to cover 'as constructed buildings and common areas'

All alterations, modification and/or additions are the responsibility of present and subsequent owners and will not be covered under Owners Corporation Insurance.

The Owners Corporation is not responsible for any adverse effects such alterations, modifications and/or additions may cause, now or in future.

## **SPECIAL BY-LAW 5**

All internal finishes and fittings, fixtures, equipment and appliances, including HWC and fly screens, as part of individual units become and remain the responsibility of present and subsequent individual unit owners.



### **SPECIAL BY-LAW 6**

- a) The owner of a lot may make the lot subject to rental provided that such rental shall always be for a period of no less than six calendar months.
- b) The owner of a lot shall not make the lot subject to holiday rental.

### **SPECIAL BY-LAW 7**

#### **INSTALLATION OF AIR CONDITIONING**

- (1) This by-law is made under the provisions of Part 6 and Part 7 of the *Strata Schemes Management Act 2015*.
- (2) This by-law confers on all lot owners, special privileges in respect of part of the common property as a consequence of the installation of a split system air conditioning unit and ancillary equipment ("Air Conditioning") to the exterior wall of an Owner's Lot and exclusive use of that part of the common property to which the Air Conditioning is affixed.
- (3) The special privileges conferred by this by-law are the rights to alter and use the common property by installation of Air Conditioning to the exterior wall of the Lot in accordance with the provisions of this by-law.
- (4) An owner may install Air Conditioning only after the written consent of the Strata Committee is obtained. Such consent may include any further conditions the Strata Committee reasonably requires and must not be unreasonably withheld in the event the following conditions are satisfied:
  - (a) the owner must provide to the Owners Corporation their written acceptance of and consent to be bound by the terms of this by-law;
  - (a) the owner must give the Strata Committee 14 days' prior written notice of the intended date of installation detailing the size, type and positioning of the Air Conditioning and details of the contractor who will be installing it;
  - (b) the installation of the Air Conditioning must be undertaken by a qualified contractor who holds the relevant licences and insurances and in a manner which least disrupts other owners and occupiers;
  - (c) the Air Conditioning unit must be piped into the storm water drain or as otherwise directed by the Strata Committee to avoid run-off on the building and common property;
  - (d) the Air Conditioning, if able to be seen from anywhere within the scheme, must be as much as possible and practicable in a construction and colour scheme that matches the overall appearance of the building; and
  - (e) all rubbish from the installation of the Air Conditioning must be promptly removed from the Scheme; and
  - (f) any damage caused to the common property or another Lot as a result of the installation of the Air Conditioning must be repaired at the relevant owner's expense by a qualified contractor who holds the relevant licences and insurances.



- (5) The owner must at all times:
- (a) properly maintain and upkeep the Air Conditioning in a state of good and serviceable repair and keep the Air Conditioning insured;
  - (b) remain responsible for the maintenance, repair and replacement of the Air Conditioning and any infrastructure which affixes the Air Conditioning to the common property and for the maintenance and repair of that part of the common property to which the Air Conditioning is affixed;
  - (c) comply with all directions, orders and requirements of any Authority relating to the Air Conditioning;
  - (d) remain liable for any damage to a lot or common property arising out of or in connection with the Air Conditioning and make good that damage immediately after it has occurred; and
  - (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Air Conditioning including its installation, repair, maintenance, replacement, removal and/or use.
- (6) If the Air Conditioning is to be replaced, the owner must first obtain approval for the installation of the replacement Air Conditioning in accordance with this by-law.
- (7) If the Air Conditioning is to be removed, any damage to the common property caused by such removal is to be remedied by the relevant owner so that the common property is returned to its previous condition ('Remedy Works').
- (8) In accordance with section 120 of the *Strata Schemes Management Act 2015* if an owner fails to carry out the Remedy Works after being provided written notice of a required remedy, the Owners Corporation may carry out the work that is required to be carried out by the owner and may recover the cost of carrying out the work from the owner or any person who, after the work is carried out, becomes the owner, as a debt.
- (9) This by-law applies to each owner of a lot within the scheme and the successive owners of each lot.
- (10) This by-law prevails to the extent of any inconsistency with any other by-law applicable to the strata scheme.

#### **SPECIAL BY-LAW 8**

##### **INSTALLATION OF SOLAR PANELS**

- (1) This by-law is made under the provisions of Part 6 and Part 7 of the *Strata Schemes Management Act 2015*.
- (2) This by-law confers on all lot owners, special privileges in respect of part of the common property as a consequence of the installation of solar panels and ancillary equipment to the exterior/roof of the lot ("Solar Panels") and exclusive use of that part of the common property to which the Solar Panels are affixed.
- (3) The special privileges conferred by this by-law are the rights to alter and use the common property by installation of Solar Panels and ancillary equipment on the roof located directly above the lot (or in a position otherwise designated by the Strata Committee) subject to the provisions of this by-law.



- (4) An owner may only install Solar Panels after the written consent of the Strata Committee is obtained. Such consent must not be unreasonably withheld in the event the following conditions are satisfied but may include any further conditions the Strata Committee reasonably requires:**
- (a) the owner must provide to the Owners Corporation their written acceptance of and consent to be bound by the terms of this by-law;**
  - (b) the owner must give the Strata Committee 14 days' prior written notice of the intended date of installation detailing the size, type and positioning of the Solar Panels, the contractor who will be carrying out the installation and include a plan which shows the area of the roof space which is intended to be occupied by the Solar Panels and the positioning of cabling and ducting;**
  - (c) the area of the roof which may be occupied by the Solar Panels and ancillary equipment once installed for any given lot must be no more than the area of that roof space which is located directly above the relevant lot;**
  - (d) the positioning of any ancillary equipment, including cabling and ducting from the Solar Panels to the power board or any other cabling or ducting, is to be approved by and installed as directed by the Strata Committee;**
  - (e) the Solar Panels, if able to be seen from anywhere within the scheme, must be as much as possible and practicable in a construction that matches the overall appearance of the building;**
  - (f) the Solar Panels must be installed by a qualified contractor who holds the relevant licence and insurances and in a manner which least disrupts other owners and occupiers;**
  - (g) all rubbish from the installation of the Solar Panels must be promptly removed from the Scheme; and**
  - (h) any damage caused to the common property or another lot as a result of the installation of the Solar Panels must be repaired by a qualified contractor who holds the relevant licences and insurances at the relevant owner's expense.**
- (5) The owner must at all times:**
- (a) properly maintain and upkeep the Solar Panels in a state of good and serviceable repair and keep the Solar Panels insured;**
  - (b) remain responsible for the maintenance, repair and replacement of the Solar Panels and any infrastructure which affixes the Solar Panels to the common property and for the maintenance and repair of that part of the common property to which the Solar Panels are affixed;**
  - (c) comply with all directions, orders and requirements of any Authority relating to the Solar Panels;**
  - (d) remain liable for any damage to a lot or common property arising out of or in connection with the Solar Panels and make good that damage immediately after it has occurred; and**
  - (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Solar Panels including their installation, repair, maintenance, replacement, removal and/or use.**
- (6) If the Solar Panels are to be replaced, the owner must first obtain approval for the installation of the replacement Solar Panels in accordance with this by-law.**



- (7) If the Solar Panels are to be removed for any reason, any damage to the common property previously made or caused by the removal is to be remedied so that the common property is returned to its previous condition.
- (8) In the event the Solar Panels are installed without approval or in a manner which is contrary to the conditions of approval, the Owners Corporation may require the owner to obtain approval and relocate or remove the Solar Panels and make good any damage caused to a lot or common property as a result of the relocation or removal.
- (9) In accordance with section 120 of the *Strata Schemes Management Act 2015*, if an owner fails to carry out works after being provided written notice to do so to remedy non-compliance with this by-law (in particular with sub clauses (7) and (8)), the Owners Corporation may carry out the work that is required to be carried out by the owner and may recover the cost of carrying out the work from the owner or any person who, after the work is carried out, becomes the owner, as a debt.
- (10) This by-law applies to each owner of a lot within the scheme and the successive owners of each lot.
- (11) This by-law prevails to the extent of any inconsistency with any other by-law applicable to the strata scheme.

