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**BY-LAWS FOR  
YAMBA VILLAGE – FREEDOM LIVING**

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## By-Laws applicable to Yamba Village – Freedom Living

### 1. Definitions and Interpretation

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#### 1.1 Definitions

Unless the context otherwise requires, in these By-Laws:

**Act** means the *Strata Schemes Management Act 1996*;

**Authority** includes any government, local, statutory or public authority and person entitled to carry out a statutory function;

**Building Works** means any works on a lot including:

- (a) the construction of a residential dwelling;
- (b) the construction, installation, alteration, removal, repair or replacement of anything on, comprising or extending the exterior of a residential dwelling on a lot; or
- (c) the construction, installation, alteration, removal, repair or replacement of anything else external to a residential dwelling on a lot;

**Business Day** means every day except Saturdays, Sundays and public holidays in New South Wales;

**Common Property** means the common property in the Strata Scheme;

**Garbage** means domestic refuse, recyclable material and other domestic waste;

**Landscape Maintenance** means mowing and otherwise maintaining any lawn, raking leaves, planting, fertilising, watering, weeding, trimming, pruning and otherwise maintaining any garden bed and any plants in it from time to time;

**Landscaped Areas** means those areas of a lot, excluding the driveway for each lot, between the adjacent Common Property roadway and the front fence located on each lot;

**Law** includes any rule, statute, proclamation, regulation, ordinance or by-law, present or future, and whether state, federal or otherwise, and the requirements of all Authorities;

**Occupier** means the occupier, lessee or licensee for the time being of a lot;

**Owner** means the owner for the time being of a lot and includes a mortgagee in possession;

**Owners Corporation** means the owners corporation constituted upon the creation of the Strata Scheme; and

**Strata Scheme** means the strata scheme created by strata plan number [to be inserted].

## 1.2 Interpretation

- (a) Unless the context otherwise requires, reference in these By-Laws to:
- (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate;
  - (iv) a person includes a reference to the person's executors, administrators, successors and permitted assigns;
  - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
    - (A) that Statutory Provision as amended or re-enacted from time to time; and
    - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision;
  - (vi) dollars or "\$" means Australian dollars unless specifically noted.
- (b) **Including** and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and the table of contents are for convenience only and do not form part of these By-Laws or affect their interpretation.
- (e) A reference applying to or binding more than one person refers to or binds them jointly and each of them severally.

## 2. General obligations of Owners and Occupiers

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### 2.1 General obligations

Owners and Occupiers must not:

- (a) create any noise or other nuisance on a lot or the Common Property that is likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any other person lawfully using the Common Property;
- (b) obstruct the lawful use of the Common Property by any other person, except on a temporary and non-recurring basis;

- (c) when on Common Property, be inadequately 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; and
- (d) do anything in the Strata Scheme which is illegal.

## **2.2 Age-related occupancy requirements**

- (a) Each Owner acknowledges that each lot in the Strata Scheme is subject to a covenant on title which limits residents of lots in the scheme to seniors and people with a disability (as those terms are defined in the *State Environmental Planning Policy (Seniors Living) 2004*) and agrees to comply with that covenant at all times.
- (b) Persons not entitled to be a resident of a lot in the scheme under the covenant on title may visit and temporarily reside on a lot provided that they must not reside on a lot for a continuous period exceeding 14 days without the consent of the Owners Corporation.

## **3. The responsibility of Owners and Occupiers for others**

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### **3.1 Responsibility for others**

Owners and Occupiers must:

- (a) take all reasonable steps to ensure that their invitees 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 the Common Property;
- (b) take all reasonable steps to ensure their invitees comply with these By-Laws;
- (c) make their invitees leave the Strata Scheme if they do not comply with the By-Laws; and
- (d) accompany their invitees at all times they are in the Strata Scheme, except when they are entering or leaving the Strata Scheme.

### **3.2 Requirements if a lot is leased or licensed**

If an Owner leases or licenses its lot, the Owner must:

- (a) ensure that its Occupier complies with the residency restrictions imposed by the covenant on the title to the lot;
- (b) provide its Occupier with an up-to-date copy of the By-Laws;
- (c) ensure that the lease or licence agreement requires the Occupier to comply with the By-Laws; and
- (d) take all action available to it, including action under the lease or licence agreement, to make the Occupier comply with the By-Laws or leave the Strata Scheme.

### **3.3 Playing on Common Property**

- (a) The use of skate boards, roller blades and roller skates is prohibited on any part of the Common Property.
- (b) By-Law 3.3(a) does not prevent an Owner or Occupier using a bicycle for the purposes of transport into and out of the Strata Scheme.
- (c) 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 Strata Scheme or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property.

## **4. Obligations regarding lots**

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### **4.1 General obligations**

Owners and Occupiers must:

- (a) keep their lots clean and tidy, free from vermin and in good repair and condition;
- (b) comply on time and at their own cost with all Laws relating to their lots and their use of their lots; and
- (c) maintain, repair or replace (where necessary) any installation or alteration to the lot under the By-Laws which services the lot.

### **4.2 Consent of the Owners Corporation required**

An Owner or Occupier must not, without the prior written consent of the Owners Corporation:

- (a) maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the standard and appearance of the Strata Scheme. This includes the illumination of a lot to a noticeably higher level than that of the rest of the lots in the Strata Scheme;
- (b) install bars, screens (other than regular insect screens), safety devices, grilles or locks on the exterior of windows and doors of a dwelling constructed on the lot, if they are visible from outside the lot;
- (c) attach, install or hang an aerial, security device or wires on the exterior of any dwelling constructed on a lot;
- (d) install, affix, erect or otherwise display any form of sign, banner, flag, billboard, notice or other advertisement;
- (e) undertake alterations to the lot which require development approval from a local Authority;
- (f) install or operate an alarm or security system with an audible signal within the lot;

- (g) use, operate or install electronic devices or equipment within the lot which interfere with the peaceful enjoyment of domestic appliances in another lot; or
- (h) use the lot, or any part of it, for any purpose other than as a residence.

#### **4.3 Windows and doors**

An Owner or Occupier must:

- (a) promptly replace any damaged or broken exterior window or door with a window or door of the same or substantially similar quality and specifications;
- (b) keep clean all exterior surfaces of glass in exterior windows and doors unless the glass or part of the glass cannot be accessed by the Owner or Occupier of the lot safely; and
- (c) obtain the consent of the Owners Corporation before it places solar film or similar treatments on the internal or external surfaces of external glass windows and doors in a dwelling constructed on a lot.

#### **4.4 Drying of laundry**

An Owner or Occupier must not hang any washing, laundry, towels, bedding, clothing or other articles on any part of the Lot in such a way as to be visible from outside the lot other than on clothes lines in locations approved by the Owners Corporation.

#### **4.5 Storage of inflammable liquids and other substances and materials**

- (a) An Owner or Occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store any inflammable chemical, liquid or gas or other inflammable material on the lot or on the Common Property.
- (b) 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.

#### **4.6 Preservation of fire safety**

An Owner or Occupier must not do anything or permit its invitees to do anything on the lot or Common Property that is likely to affect the operation of fire safety devices or increase the risk of fire in the lot or Common Property.

#### **4.7 Insurance premiums**

- (a) An Owner or Occupier must not do anything that might invalidate or suspend, or increase the premium for, an insurance policy effected by the Owners Corporation without the consent of the Owners Corporation.
- (b) An Owner or Occupier must notify the Owners Corporation if it does something that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation and the Owner or Occupier must reimburse the Owners Corporation for any increased premium if required by the Owners Corporation.

#### 4.8 Keeping of animals

- (a) Subject to section 49(4) of the Act, an Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep any animal on a lot or the Common Property.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the Common Property and will not unreasonably withhold its consent to an Owner or Occupier keeping no more than 2 cats, a small dog, a small caged bird or fish kept in a secure aquarium on the lot. The Owners Corporation can refuse consent to a restricted dog, as defined in the *Companion Animals Act 1998* and can revoke its prior consent to:
  - (i) a dog that the Owners Corporation, acting reasonably, considers to be a dangerous dog, as defined in the *Companion Animals Act 1998*; or
  - (ii) an animal that causes an unreasonable nuisance, whether by excessive barking, calling or for any other reason, to the Owners and Occupiers of adjoining lots.
- (c) An Owner or Occupier must, in relation to any animal approved by the Owners Corporation under this By-Law:
  - (i) keep the animal within the lot;
  - (ii) carry the animal or keep it on a leash when it is on the Common Property;
  - (iii) in the case of cats and dogs, ensure that they at all times wear an identification collar;
  - (iv) in the case of cats, ensure that they wear an audible bell for the purpose of alerting other wildlife; and
  - (v) clean all areas of the lot or the Common Property that are soiled by the animal.

#### 4.9 Barbeques

- (a) An Owner or Occupier may only operate on a lot:
  - (i) a covered kettle style portable barbeque;
  - (ii) a covered gas or electric portable barbeque; or
  - (iii) any other type of portable barbeque approved by the Owners Corporation from time to time.
- (b) Barbeques permitted to be used by an Owner or Occupier under this By-Law must not be used in a manner which creates excessive smoke, odours or noise which unreasonably interferes with another Owner or Occupier.

- (c) An Owner or Occupier must not allow or permit any open or other fire to burn on any part of a lot for the purpose of cooking food or for any other purpose.

#### **4.10 Home insurance**

- (a) Each Owner must obtain and at all times maintain a policy of insurance with a reputable insurer for the full replacement value from time to time of all improvements on their lot.
- (b) Each Owner must provide the Owners Corporation on demand with sufficient evidence to reasonably satisfy the Owners Corporation that it has complied with its obligations under By-Law 4.10(a).
- (c) An Owner must promptly repair any damage to improvements on a lot that is visible from outside the lot.

### **5. Common Property**

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#### **5.1 Damage to Common Property**

An Owner or Occupier must:

- (a) use the Common Property only for its intended purpose;
- (b) immediately notify the Owners Corporation of any damage to or defects in the Common Property; and
- (c) compensate the Owners Corporation for any damage the Owner or Occupier or their invitees or contractors cause to Common Property or anything on it.

#### **5.2 Damage to lawns and plants on Common Property**

An Owner or Occupier 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.

#### **5.3 Non-occupying Owners**

An Owner, who is not currently the Occupier of a lot, is not entitled to use any of the facilities available for use by Owners and Occupiers on the Common Property.

### **6. Garbage disposal**

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#### **6.1 Garbage storage and collection locations**

- (a) An Owner or Occupier must only dispose of Garbage in the receptacles allocated to it from time to time.

- (b) On the days that Garbage is collected from the Strata Scheme, each Owner or Occupier must only place their Garbage receptacles in the locations set aside by the Owners Corporation from time to time for temporary storage pending collection. Each Owner or Occupier must promptly remove their Garbage receptacles from this area once they are emptied and must at all other times store them on their lots in a location that is not visible from the Common Property.

## **6.2 Requirements for disposal of Garbage**

An Owner or Occupier must:

- (a) ensure that its Garbage is stored in accordance with any applicable regulations or guidelines imposed by the local council and that, before Garbage is placed in the receptacles allocated to it, it is:
  - (i) in the case of refuse, securely wrapped;
  - (ii) in the case of tins or other containers, completely drained; and
  - (iii) in the case of recyclable material or waste, separated and prepared in accordance with applicable recycling guidelines; and
- (b) promptly remove anything which the Owner, Occupier or garbage or recycling collector spills in the Garbage collection areas and must clean the area in which that thing was spilled.
- (c) notify the local council if its Garbage receptacles, or any of the them, are lost or damaged.

## **6.3 Disposal of Garbage on Common Property**

Other than as provided in By-Law 6.1 and 6.2, an Owner or Occupier must not deposit or throw any Garbage or other material or discarded item on Common Property unless it has the prior written approval of the Owners Corporation.

## **7. Building Works and colour standards**

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### **7.1 Owners Corporation consent required**

- (a) An Owner or Occupier must obtain the prior written approval of the Owners Corporation for any Building Works it proposes to undertake.
- (b) The Owners Corporation must not unreasonably withhold its consent to Building Works if the proposed Building Works are, in the reasonable opinion of the Owners Corporation, complementary to the overall architectural design and standard of the Strata Scheme.

### **7.2 Procedures before carrying out Building Works**

Before an Owner or Occupier can carry out Building Works, it must:

- (a) obtain all necessary consents and approvals from the Owners Corporation and any relevant Authority;
- (b) find out where any services, lines and pipes that may be affected by the Building Works are located; and
- (c) obtain the consent of the Owners Corporation if it is proposed to interfere with or interrupt services.

### **7.3 Requirements for carrying out Building Works**

In carrying out Building Works, an Owner or Occupier must:

- (a) comply with any conditions of the approval of the Owners Corporation and any relevant Authority;
- (b) use only properly qualified, reputable (and where appropriate) licensed contractors approved by the Owners Corporation who hold current contractors and public liability insurances for amounts approved by the Owners Corporation (acting reasonably);
- (c) ensure the Building Works are carried out in a proper and workmanlike manner, in accordance with all relevant Laws and to the reasonable satisfaction of the Owners Corporation;
- (d) repair any damage caused to the Common Property, another lot or the property of another Owner or Occupier;
- (e) ensure that the Building Works are only carried out between the hours of 7.00am and 6.00pm on Mondays to Saturdays;
- (f) comply with and ensure that its contractors and other persons involved with the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they may access the Strata Scheme; and
- (g) permit the Owners Corporation, when reasonably required, access to the lot for the purpose of inspecting the Building Works.

## **8. Colour scheme**

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### **8.1 Maintenance of colour scheme**

This By-Law is intended to ensure that a superior, complementary and consistent standard of visual amenity is maintained in respect of all improvements on lots in the Strata Scheme.

### **8.2 Consent required for colour schemes**

- (a) The Owners Corporation must ensure that all external surfaces and finishes of the dwelling on each lot together with any other improvements on a lot maintain a consistent, neutral and complimentary colour scheme. For this purpose, an Owner or Occupier must obtain the prior written consent of the Owners

Corporation for the colour scheme that will apply to all improvements to be constructed on a lot or before it changes, by any means, the colour scheme applying to an improvement presently constructed on a lot previously approved by the Owners Corporation.

- (b) Examples of the types of things that require the prior written consent of the Owners Corporation in relation to the proposed colour scheme before installation or a change to the previously approved colour scheme include:
- (i) external walls and trim;
  - (ii) window frames;
  - (iii) roofing materials and gutters;
  - (iv) garage doors;
  - (v) mail boxes;
  - (vi) driveways;
  - (vii) paths; and
  - (viii) fencing.

### **8.3 Owners Corporation to maintain stained timber**

- (a) The Owners Corporation will, at its cost, at least once in every year and more often, if it considers necessary, arrange for:
- (i) all unpainted, stained timber on the dwelling constructed on each lot; and
  - (ii) any of the fencing on each lot,
- that faces the Common Property roadways or pedestrian laneways, or faces on to Yamba Road or Treelands Drive to be freshly treated or stained in colours as near as practicable to their original colours. Any additional repairs, replacement or other maintenance required from time to time in respect of this timber or fencing is the responsibility of the Owners and not the Owners Corporation.
- (b) Upon being given reasonable notice by the Owners Corporation, each Owner and Occupier consents to the Owners Corporation, or anyone employed or contracted by it, entering on to their lot with any necessary equipment for the purpose of carrying out the obligations of the Owners Corporation under sub-clause (a).

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## **9. Landscaping**

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### **9.1 Owners Corporation responsible for landscaping**

- (a) The Owners Corporation is responsible for the regular Landscape Maintenance of the Landscaped Areas.
- (b) The Owners Corporation will endeavour to maintain a consistent standard and appearance of the Landscaped Areas throughout the Strata Scheme.

### **9.2 Obligations of Owners and Occupiers**

An Owner or Occupier:

- (a) must not plant, dig, construct or place or remove items or plants on or from the Landscaped Areas without the prior written consent of the Owners Corporation;
- (b) must permit the Owners Corporation, or anyone employed or contracted by it, to use that Owner or Occupier's water supply for the sole purpose of the Owners Corporation carrying out its obligations under By-Law 9.1(a) in respect of that Owner or Occupier's lot; and
- (c) consents to the Owners Corporation, or anyone employed or contracted by it, entering on to their lot with any necessary equipment for the purpose of carrying out the rights and obligations of the Owners Corporation under this By-Law 9.

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## **10. Provision of amenities and services**

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### **10.1 Owners Corporation can provide services**

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; or
- (d) telecommunication services (for example, cable television).

### **10.2 Cost and conditions of providing services**

If the Owners Corporation makes a resolution under By-Law 10.1 to provide an amenity or service to a lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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## **11. Vehicles and car parking**

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### **11.1 Parking by Owners and Occupiers**

An Owner or Occupier must only park its motor or other vehicles in its driveway or garage and must not park or stand any motor or other vehicle on the Landscaped Areas or Common Property, including any areas of Common Property set aside for visitor parking, without the prior written approval of the Owners Corporation.

### **11.2 Visitor car parking**

An Owner or Occupier must ensure that their visitors only park their motor or other vehicles in the driveway of that Owner or Occupier's lot or in those parts of the Common Property set aside for visitor parking and not on any part of the Landscaped Areas.

### **11.3 Caravans, boats and trailers**

By-Law 11.1 also applies to an Owner or Occupier's caravan, boats or other trailers, which may only be stored on a lot behind the front fence on that lot.

### **11.4 Road rules**

An Owner and Occupier must ensure that their invitees comply at all times with any vehicle speed limits, stop and give way signs or other regulations imposed by the Owners Corporation from time to time in relation to traffic control and road safety.

### **11.5 Performing mechanical repairs to vehicles**

An Owner or Occupier or an invitee of an Owner or Occupier must not under any circumstances perform any mechanical repairs or maintenance to their motor vehicle on the driveway to their lot or on the Common Property.

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## **12. Owners Corporation consent**

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Subject to the Act and any contrary provision in these By-Laws:

- (a) the consent of the Owners Corporation may be given by the Owners Corporation at a general meeting or by the executive committee at a meeting of the executive committee of the Owners Corporation;
- (b) the Owners Corporation or the executive committee may give consent subject to conditions which must be complied with by the Owner or Occupier making the request; and
- (c) the Owners Corporation or the executive committee can withdraw its consent if the Owner or Occupier making the request does not comply with the conditions or which the Owners Corporation gave the consent or the By-Law under which it gave the consent.

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## **13. Failure to comply with By-Laws**

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### **13.1 Power of the Owners Corporation**

Subject to the Act, the Owners Corporation may do anything on a lot which the Owner or Occupier should have done under the Act or these By-Laws but which has not been done or, in the reasonable opinion of the Owners Corporation, has not been done properly.

### **13.2 Procedure**

- (a) Subject to the Act, the Owners Corporation must give an Owner or Occupier a written notice specifying when it will enter into the lot and do the relevant work.
- (b) The Owner or Occupier must give the Owners Corporation (or persons authorised by it) access to its lot as required in the notice at the cost of the Owner or Occupier.
- (c) The Owner or Occupier must pay the Owners Corporation's costs for doing the relevant work.

### **13.3 Recovering expenses incurred**

Subject to the Act, the Owners Corporation may recover any money owing to it under the By-Laws as a debt.

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## **14. Applications and complaints**

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Applications for consents and complaints to the Owners Corporation must be in writing and addressed to the strata manager appointed from time to time by the Owners Corporation.

## 15. Signing Page

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**EXECUTED** by **FREEDOM LIVING PTY LIMITED** (ACN 120 906 381)  
pursuant to Section 127 of the *Corporations Act 2001*

.....  
Signature

.....  
Signature

.....  
NAME [print name in BLOCK letters]

.....  
NAME [print name in BLOCK letters]

.....  
Position

.....  
Position

**EXECUTED** by **[INSERT FINANCIER] LIMITED** (ACN [to be  
inserted]) pursuant to Section 127 of the *Corporations Act 2001*

.....  
Signature

.....  
Signature

.....  
NAME [print name in BLOCK letters]

.....  
NAME [print name in BLOCK letters]

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Position

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Position