

Lodger Details

Lodger Code 502780T
Name CHAMBERS RUSSELL LAWYERS
Address MLC CENTRE
GPO BOX 7100
SYDNEY 2001
Lodger Box 1W
Email PROPERTYNOTICES@CHAMBERSRUSSELL.COM.AU
Reference SYD242628

Land Registry Document Identification

AU665587

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP73759	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP73759
Other legal entity

Meeting Date

22/07/2024

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAWS 17 AND 18

Amended by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP73759
Signer Name JAMES HENRY ST. JAMES BLAKE
Signer Organisation CHAMBERS RUSSELL PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 11/12/2024

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Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 73759

1161-1171 Pittwater Road, Collaroy 2097

Electronic signature of me Nick Stephenson,
affixed by me or at my direction
on 12 November 2024

Signed by:
Nick Stephenson
2A5F13A114CB458...
Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

SP 73759 – 1161 – 1171 PITTWATER ROAD, COLLAROY NSW 2097

This document contains the by-laws for living at the complex known as 1161 – 1171 Pittwater Road, Collaroy NSW 2097.

It does not contain all of the law relating to strata schemes.

The Strata Management Act, 1996 contains that law. If you are an owner, you should be aware that:

1. If you have not paid all of your levies that have fallen due for payment, you will not be entitled to vote at a meeting of the owners corporation.
2. If you have not notified the owners corporation that you have become entitled to vote (for instance, by not notifying it that you have become the owner of an apartment in the scheme), you will not be entitled to vote at a meeting of the owners corporation.
3. If you become a landlord, you must give your tenant a copy of by-laws in the manner and time set out in the Act. If you do not, you will be liable to pay a fine.
4. The Act sets out methods and requirements for dispute resolution.
5. There is law relating to joint owners' voting rights.

This is a small sample of provisions in the Act which may affect you. You should familiarise yourself with the Act as you have numerous rights and obligations as an owner and/or occupier in strata scheme.

Even if you are not an owner, if you occupy a lot you must comply with the by-laws insofar as they affect your use of the site.

1. Definitions

In these by-laws:

Approval means the written approval of the owners corporation which must be obtained **before** you do anything which requires it.

Building means that part of the building on the site which is owned by the owners corporation.

Common Property means those areas of the building identified on the strata plan as common property. **Council** means Warringah Council.

Executive committee means the executive committee of the owners corporation.

Guests means anyone you invite or allow onto the site for whatever purpose

Lot means a lot in the strata scheme.

Occupier means any person in lawful occupation of a lot.

Owner means the registered proprietor of a lot or a person whose name is entered on the strata roll as owner of a lot.

Owners Corporation means the owners corporation of the strata scheme.

Site means Lot 1 in DP 1074816.

Strata Plan means strata plan registered No. 73759.

Strata Scheme means the strata scheme that came into existence on registration of the strata plan.

You means the owner and all the occupants of your apartment.

Your apartment means the residential area, garage and/or carspace, terrace, roof terrace, courtyard and any storeroom which you own and/or occupy in the strata scheme, as well as any other area in the strata scheme of which you have exclusive use.

2. Building

(a) You must not do anything which:

- (i) damages or defaces any part of the common property which includes but is not limited to marking, painting, driving nails or screws or the like into any structure that forms part of the common property;
- (ii) damage or interferes with services to the building, such as electricity, gas and water; or
- (iii) alters the appearance of the common property.

If you become aware of any damage, danger or hazard to the building, you must immediately inform the managing agent or a member of the executive committee.

(b) You must not carry out any structural alterations in your apartment without having first given the owners corporation a notice in writing setting out full details of the work to be carried out, at least 14 days before commencement of that work.

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- (c) You must not have in your apartment anything which alters the appearance of the building unless it is in keeping with the style of the building.
- (d) You must not hang any bedding, towels, clothing, washing or similar articles on the balcony or from any window or terrace of your apartment.
- (e) You must not instal or use windchimes.
- (f) You must not have or caused to have any signs, banners or advertisements on any lot or common property other than at the entrance of the grounds in such area and of such size and format as approved in writing by the owners corporation.
- (g) You must not smoke in lifts or on any other common property.
- (h) You must not store or keep surfboards in any part of your apartment other than in your garage and or car space in the basement or carry a surfboard through any area in the building other than the upper or lower basement levels.
- (i) You must store any surfboards in the car space provided for your apartment on the basement levels.
- (j) You must not keep any beach umbrellas, surfboards, boogie boards or other beach paraphernalia in any part of your apartment in such a way as to be visible from outside the building.

3. Security

- (a) You must not do anything which:
 - (i) interferes with the structural integrity of the site or any part of it;
 - (ii) compromises the safety and security of your guests, owners and occupiers of other apartments, their guests, or any other person lawfully using the common property;
 - (iii) interferes with the proper functioning of any fire fighting equipment; or
 - (iv) exposes or potentially exposes other people or the site to danger, harm or damage.If you become aware of anything as described in paragraphs (i) to (iv) in this clause, you must immediately notify the managing agent or a member of the executive committee.
- (b) Each lot is issued with two security keys allowing access to the residential tower foyer and the floor on which the lot is situated. The owners corporation is entitled to charge:
 - (i) a deposit against loss of those keys; and/or
 - (ii) for additional keys issued to an owner or occupier of a lot.
- (c) The owners corporation may restrict access to common property by limiting floor numbers to which each security key will allow access.

4. Storage of hazardous substances

- (a) You must not without prior written approval of the owners corporation use or store in your apartment or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (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 or motor vehicle or internal combustion engine.

5. Screens and safety devices

- (a) Subject to by-laws 2(a)(i) and (ii) and despite by-laws 2(a)(iii) and 3(b), you may install:
 - (i) locking or other devices for the protection of your apartment against intruders or to improve safety within your apartment;
 - (ii) except for outside the front entry door, any screen or other device to prevent entry of animals or insects into your apartment;
 - (iii) any structure or device in your apartment to prevent harm to children; and
 - (iv) any hooks, screws, nails or similar hardware used to affix decorative items to the internal surfaces of walls in your apartment.
- (b) These installations must be carried out competently and properly and have an appearance in keeping with the appearance of the rest of the building.
- (c) Any damage caused to common property by the installation, removal of the installations must be repaired promptly and at your cost.
- (d) You are responsible for maintaining the installations in your apartment which form part of the common property, service the apartment.
- (e) The owners corporation may resolve to limit the types, styles and colours of the devices described in paragraph (a)(i) and (ii) so as to maintain the uniformity and integrity of appearance of the building.

6. Glass

- (a) You must keep clean all interior surfaces of glass in windows and doors on the boundary of your apartment.
- (b) The owners corporation may resolve to enter into a contract for provision of a glass cleaning service in respect of all other glass surfaces. This by-law does not restrict the owners corporation from entering into contracts for any other type of cleaning or other services.

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7. Floor coverings

- (a) You must ensure that all floor space within your apartment is covered or otherwise treated so as to prevent transmission of noise which is likely to disturb other owners and occupiers, from your apartment.
- (b) This by-law does not apply to floor space comprising an entry hall, a kitchen, laundry, lavatory, bathroom, garage or carspace.

8. Moving furniture, etc AMENDED (AH857215U) refer to Special By-Law 5

- (a) You must not transport any furniture or large objects through or on common area property unless you have first given sufficient notice to the managing agent or the executive committee so as to enable it to arrange for its nominee to be present at the time when you do so.
- (b) The owners corporation may resolve that furniture or large objects are to be transported through or on the common property in a specific manner.
- (c) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported you must not transport any furniture or large object through or on the common property except in accordance with that resolution.

9. Behaviour

- (a) You must not create any noise or do anything in your apartment or on the common property which is unlawful and/or likely to interfere with the use or enjoyment of the owner or occupier of any other apartment or any other person lawfully using common property.
- (b) When on your balcony, terrace or the common property you 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 apartment or to any person lawfully using the common property.
- (c) You must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
- (d) You must not throw anything from any balcony, window, terrace or other part of the building.

10. Motor vehicles AMENDED (AH857215U) refer to Special By-Law 6

- (a) You must not park any motor vehicle on:
 - (i) the common property;
 - (ii) any areas designated on the strata plan as visitor parking.
- (b) You may only wash your motor vehicle in areas designated by the owners corporation for that purpose.
- (c) Except in an emergency, you must not carry out any mechanical repairs to a motor vehicle on the site.

11. Gardens

You must not, except with approval:

- (a) damage any lawn, garden, shrub, plant, flower or other plant life being part of or situated on common property; or
- (b) use for your own purposes as a garden any portion of the common property.

12. Children

You must not allow any child of whom you have control:

- (a) to play on common property unless accompanied by an adult exercising effective control; or
- (b) to be or to remain on common property comprising a driveway, car parking area, laundry or other area of possible danger or hazard to children.

13. Guest

You are responsible for ensuring that your guests:

- (a) comply with these by-laws; and
- (b) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another apartment or any person lawfully using the common property;
- (c) do not do anything which would cause the owners corporation to be in breach of the building management statement, if any.

14. Animals – REPLACED (AI948639F) refer to Special By-Law 10

15. Garbage disposal

You must:

- (a) deposit all garbage, recyclable material or waste (in this by-law called refuse) in the garbage room designated by the owners corporation for that purpose;
- (b) ensure that before refuse is placed in the receptacles provided it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable

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material or waste, separated and prepared in accordance with council's or the owners corporation's recycling guidelines; and

- (c) promptly remove and clean up any refuse which you spill or drop in the garbage room, and notify the caretaker, if any, if you find any other refuse spilled or dropped there.

16. Provision of services

- (a) The owners corporation may by special resolution determine to enter into arrangements (including long term arrangements) for the provision of the following amenities or services to any one or more of the lots of the owners and/or occupiers in the strata scheme:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling services;
 - (iii) electricity, water or gas supply;
 - (iv) telecommunication services (for example, cable television).
- (b) If the owners corporation makes a resolution referred to in paragraph (a), it must indicate in the resolution the amount for which or the condition on which it will provide the amenity or service.

17. Changing the use of your apartment

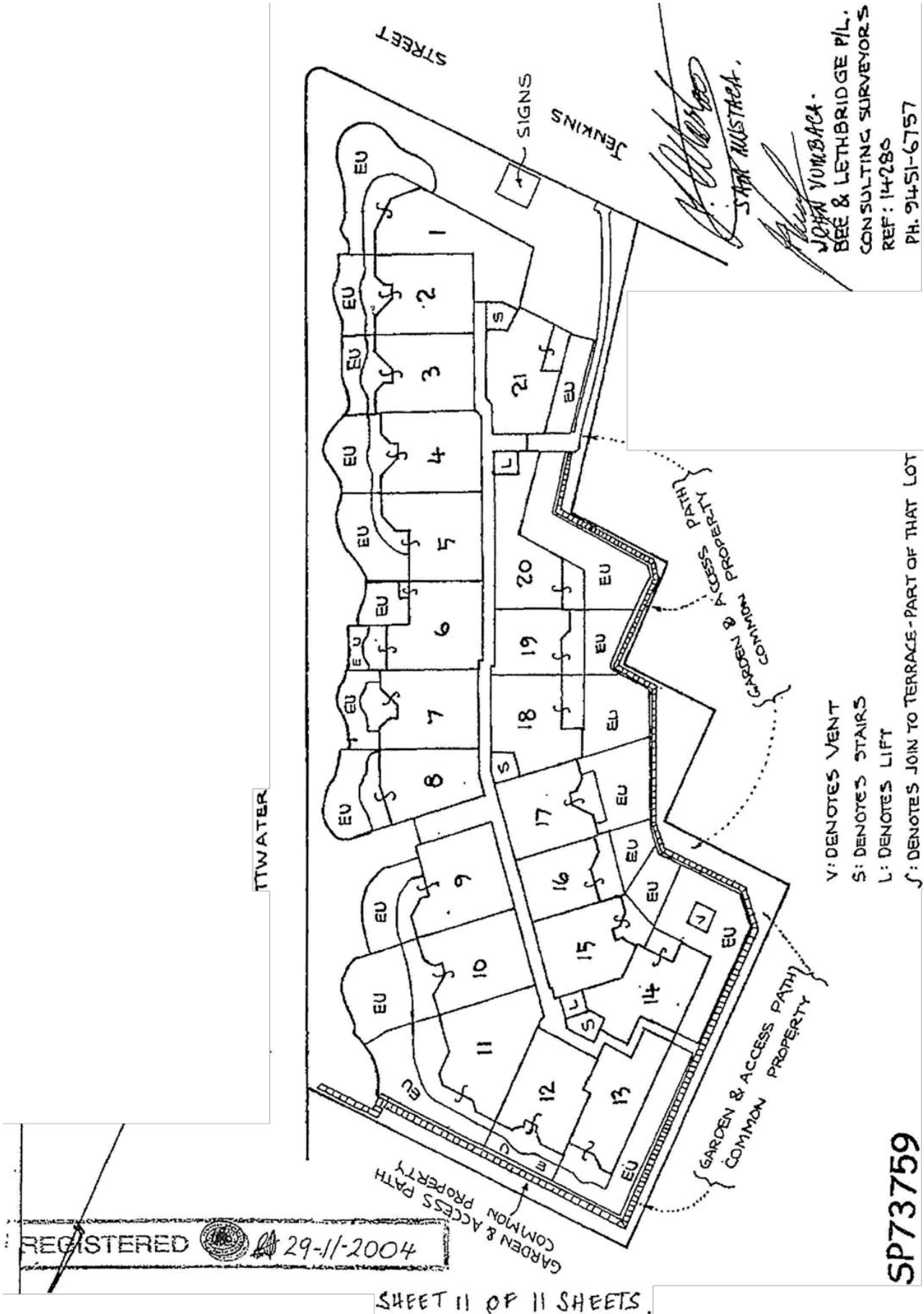
You may change the use of your apartment:

- (a) if you have obtained, where necessary, council's consent to do so;
- (b) subject to by-law 9; and
- (c) provided that you notify the managing agent or a member of the executive committee if the change of use affects the insurance premiums for the strata scheme (for example, if change of use results in a hazardous activity being carried out in the apartment, or results in it being used for commercial purposes rather than residential purposes).

18. Exclusive use and occupancy

- 18.1 The Owners for the time being of each of Lots 1 inclusive to 21 will be entitled to the right of exclusive use and enjoyment of that portion of the Common Property being the area adjacent to the terrace area forming part of that lot as marked out in annexure "A" attached hereto.
- 18.2 The Owners having a right of exclusive use and enjoyment pursuant to this By-Law will be responsible for the maintenance and upkeep of the area to which the right relates.
- 18.3 Except in relation to maintenance and upkeep of the area, the Owners to whom the rights of exclusive use and enjoyment are given by this By-Law will not be required to pay any monies to the Owners Corporation in respect of the rights or the area in respect of which the rights are given.
- 18.4 The rights of exclusive use and enjoyment given by this By-Law cannot be revoked or varied except with the written consent of the Owner having the right.

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[Signature]
SARA MUSTREA,
JOHN YUMBACA,
BEE & LETHBRIDGE P/L,
CONSULTING SURVEYORS
REF: 14788
PH. 9451-6757

V: DENOTES VENT
S: DENOTES STAIRS
L: DENOTES LIFT
J: DENOTES JOIN TO TERRACE - PART OF THAT LOT

REGISTERED 29-11-2004

SHEET 11 OF 11 SHEETS.

SP73759

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Special By-Law 1 – Exclusive Use Lots 43 and 44 (AB869640L)

On the conditions set out in this by-law, the owner for the time being of Lots 43 and 44 (“the Owner”) shall have:

1. A right of exclusive use and enjoyment of the common property immediately adjacent to garage spaces for Lots 43 and 44 as marked with hatching on the plan attached hereto and forming part of this by-law;
2. A special privilege in respect of the common property to construct new block walls and install a new garage door as marked on the plan attached hereto and forming part of this by-law.

Conditions:-

1. The Owner shall be responsible for the maintenance and upkeep of the area over which he has a right of exclusive use and enjoyment under this by-law, and must keep it clean, tidy and in well ordered condition.
2. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the block walls and new garage door referred to in this by-law, and must renew or replace them when necessary. The Owner shall also be responsible for the repair of any damage that is caused by or occurs in the use of the space by the owner or the occupier of the lot. The Owner shall be responsible to repair such damage at the owner’s expense.
3. In exercising the special privilege, the owner must:-
 - i. Comply with any conditions of Warringah Council;
 - ii. Use premium quality materials in a proper and skilful manner.
4. The owner at his own expense must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the area and/or new garage door and block walls.
5. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the use of the area or the garage door and block wall or the works.
6. The owner must not obstruct or permit obstruction of lawful use of the common property during the course of the works by tradesmen, building materials, tools or debris.
7. The Owner may install and may maintain upon the structure of the garage a device for remote operation of the garage door, provided that:-
 - a. It does not interfere with the operation of other remote operators in the garage; and
 - b. The owner is responsible for the proper maintenance, repair, renewal and replacement of the operator.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making registration and enforcement of this by-law.

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Special By-Law 2 – Exclusive Use Lot 34 (AB869641J)

On the conditions set out in this by-law, the owner for the time being of Lot 34 (“the Owner”) shall have:

1. A right of exclusive use and enjoyment of the common property immediately adjacent to garage spaces for Lot 34 as marked with hatching on the plan attached hereto and forming part of this by-law;
2. A special privilege in respect of the common property to construct new block walls and install a new garage door as marked on the plan attached hereto and forming part of this by-law.

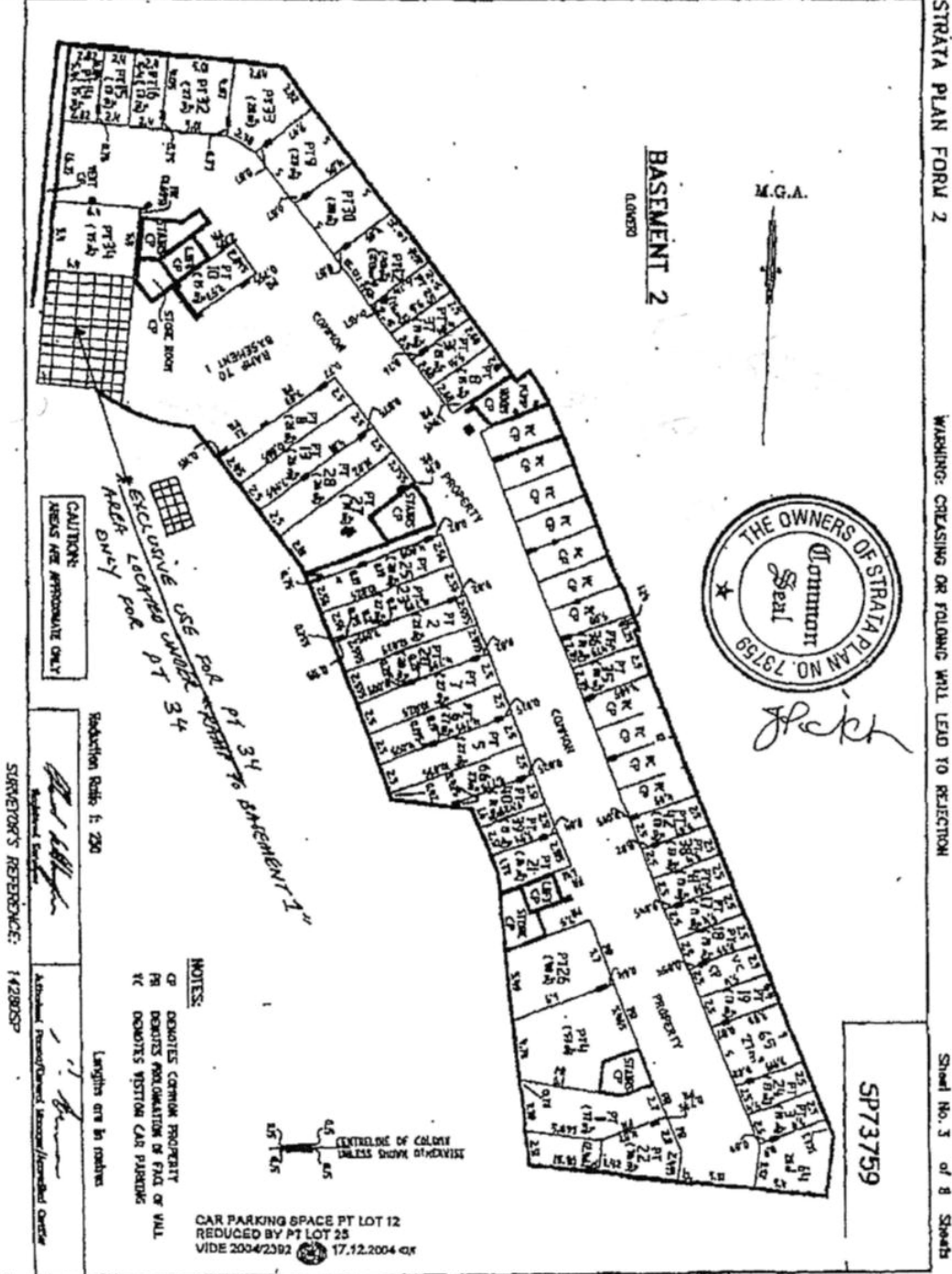
Conditions:-

3. The Owner shall be responsible for the maintenance and upkeep of the area over which he has a right of exclusive use and enjoyment under this by-law, and must keep it clean, tidy and in well ordered condition.
4. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the block walls and new garage door referred to in this by-law, and must renew or replace them when necessary. The Owner shall also be responsible for the repair of any damage that is caused by or occurs in the use of the space by the owner or the occupier of the lot. The Owner shall be responsible to repair such damage at the owner’s expense.
5. In exercising the special privilege, the owner must:-
6. Comply with any conditions of Warringah Council;
7. Use premium quality materials in a proper and skilful manner.
8. The owner at his own expense must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the area and/or new garage door and block walls.
9. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the use of the area or the garage door and block wall or the works.
10. The owner must not obstruct or permit obstruction of lawful use of the common property during the course of the works by tradesmen, building materials, tools or debris.
11. The Owner may install and may maintain upon the structure of the garage a device for remote operation of the garage door, provided that:-
 - a. It does not interfere with the operation of other remote operators in the garage; and
 - b. The owner is responsible for the proper maintenance, repair, renewal and replacement of the operator.
12. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making registration and enforcement of this by-law.

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Special By-Law 3 – Fixtures (AC632455D)

1. In this by-law, “fixture” means a fixture, equipment or building work made or installed by an owner or occupier of a lot.
2. Unless it is a fixture removable by a lessee or sub-lessee at the expiration of a tenancy, a fixture that serves a lot is an owner’s fixture.
3. The owner of a lot must maintain in a state of good and serviceable repair a fixture that services his lot, and must renew or replace it when necessary.
4. The owner of a lot must ensure that any maintenance, renewal or replacement of a fixture serving his lot and visible from outside his lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
5. The owner of a lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that serves his lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
6. This by-law shall not create any obligation on the part of the lessor or sub-lessor of a lot in favour of his lessee or sub-lessee.
7. Insofar as this by-law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this by-law has effect in relation to that fixture subject to those terms.

Special By-Law 4 – Fire Safety (AC632455D)

Scope of By-Law

1. The owners corporation has the following additional powers, authorities, duties and functions*:
 - a) the power to inspect Essential Services Equipment,
 - b) the power to enter into arrangements with third parties to inspect Essential Services Equipment,
 - c) the power to recover the Associated Costs from the respective Owner,
 - d) the power to enter a lot on 14 days prior notice to the Owners for the purpose of this by-law but without prior notice in case of emergency, and
 - e) the power to be indemnified,
 - f) the duty to Maintain, and
 - g) the authority to Remedy.
2. In respect of their lot, each Owner must at all times:
 - a) comply with all Obligations and Requirements,
 - b) not undertake any Alteration Works, and
 - c) Indemnify.

* See explanatory notes following

Explanator Notes – Fire Safety

These notes form part of this by-law

Where any of the by-law terms are defined in the Strata Management Act 1996 (Act), they will have the same meaning as those words attributed under the Act.

In this by-law, except when the context otherwise requires:

- a) *the singular includes the plural and vice versa;*
- b) *words implying any gender encompass all genders, and*
- c) *references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.*

Alteration Works means the additions and alterations undertaken by an Owner (including but not limited to installation of locks or obstructing access or airflow) to any Fire Door in their lot and the common property (including all ancillary structures) which contravene or are prohibited by:

- any Requirements,
- this by-law, or
- the Australian Standards applicable to fire safety from time to time.

Associated Costs means any costs associated with the inspection of the Fire Door and Essential Services Equipment and includes, but is not limited to:

- a) travel time of the managing agent,
- b) any additional charges the owners corporation may be charged by the strata managing agent under the terms of the managing agent’s contract with the owners corporation,
- c) any charges imposed by the third party inspectors contemplated by this by-law,
- d) any charges imposed by engineers or consultants,

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which may become necessary (in the reasonable opinion of the executive committee) and are incurred as a result of non-compliance of the Owner's obligations under this by-law.

Essential Services Equipment means any essential services equipment related to fire safety that may be installed in a lot from time to time.

Indemnified and Indemnify means the Owner must indemnify the owners corporation against any loss or damage (including legal costs) the owners corporation suffers as a result of the Owner's breach of this by-law, including liability under section 65(6) of the Act in respect of any property of an Owner, and will pay those amounts to the owners corporation upon request.

Inspection means inspection once each year subject to reasonable notice being given to each Owner.

Inspection Costs means the cost of the inspection of the Essential Services Equipment.

Maintain means to properly maintain and keep Essential Services Equipment and common property to which they are installed, affixed or erected in a state of good and serviceable repair and/or replace Essential Services Equipment if considered necessary by the executive committee.

Owners means registered owners in Strata Plan No 73759.

Remedy means, if an Owner fails to comply with any obligation under this by-law, the owners corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant owner acknowledges that any debt for which the relevant Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Requirements means any:

- a) statutory requirements,
- b) conditions of development approvals,
- c) rules, regulations, conditions, requirements or specifications of the local council or any other authority or government/statutory department,
- d) related or applicable to fire safety.

Special By-Law 5 – Amendment of By-Law 8: Moving Furniture etc (AH857215U)

By-Law 8 is amended to provide as follows:

Part 1. Definitions

In this by-law "move furniture" or "moving furniture" means:

- (i) an owner or occupier of a lot moving, or causing or permitting the moving of, any furniture or large object through or on common property; and/or
- (ii) an owner or occupier of a lot moving into, or out of, a lot within the strata parcel.

Part 2. Terms

An owner or occupier of a lot must not move furniture except in compliance with the following terms and conditions.

Terms and Conditions:-

- a. An owner or occupier of a lot shall not move furniture without providing the Building Manager with at least 2 days notice in writing.
- b. The Building Manager may specify how and when furniture may be moved, request the payment of the bond, as set out below, may require the use of drop sheets or coverings on the floor or walls of a lift, or other specified area of common property and may give other directions.
- c. An owner or occupier of a lot wishing to move furniture must provide the Owners Corporation with a cash bond of \$300, (or such other amount as may be determined by the Owners Corporation from time to time) which bond may be used by the Owners Corporation in accordance with Clauses 10 to 12, inclusive.
- d. An owner or occupier of a lot shall not move furniture:
 - i. Other than between the hours of 8.30AM and 4.30PM Monday to Friday, and
 - ii. Not on any public holiday.
- e. An owner or occupier of a lot must supervise any removalist or other person engaged by him to move furniture to ensure that no damage is done to the common property.
- f. An owner or occupier of a lot must supervise any removalist or other person engaged by him to move furniture to ensure that the building security system is not interfered with including the propping open of building doors.

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- g. An owner or occupier of a lot shall not misuse or permit to be misused any elevator within the building and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.
- h. An owner or occupier of a lot must at his expense rectify any damage caused to the common property by the moving of furniture. Rectification may include the repainting of marked walls.
- i. An owner or occupier of a lot must at his expense clean any part of the common property as a consequence of the moving of furniture.
- j. An owner or occupier of a lot must at his expense remove any mess left in any part of the common property as a consequence of the moving of furniture.
- k. The Owners Corporation may apply all or any part of a bond to remedying for its benefit or the benefit of an owner or occupier of another lot in the strata scheme a breach on the part of the owner or occupier of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.
- l. The Owners Corporation must pay any residue of the bond to the owner or occupier within seven days of completion of the moving of furniture.
- m. The owner of a Lot will be liable to compensate the Owners Corporation in respect of any damage that exceeds the amount of a bond caused by that owner, occupier, lessee, licensee or invitee of the Lot as a consequence of the moving of furniture.
- n. The Owners Corporation may require payment from an owner or occupier in accordance with paragraph m.
- o. Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
- p. Any payment required from an occupier may be recovered in a Court or Tribunal of competent jurisdiction as a debt.
- q. The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice of the charge payable by an owner on the owner.
- r. Any charge levied by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with a decision of the Owners Corporation to make that levy.
- s. A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of 10%.
- t. The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 6 – Amendment of By-Law 10: Motor Vehicles (AH857215U)

By-Law 10 is amended to provide as follows:

Part 1: Preamble – introduction

- a. Issue has arisen with occupiers parking on common property and on Visitor Parking spaces in the basement.
- b. Entry to the basement area is controlled by use of a “fob key” that may be computer programmed to regulate access to and within the building.
- c. Visitors to the property may gain access to the visitors parking area either by use of an intercom and electronic entry or by the owner or occupier enabling access through use of their fob key.
- d. The intent of the by-law is to:
 - (i) Control and regulate parking; and
 - (ii) Regulate the use of visitor parking to provide equitable access for guest of all occupants; and
 - (iii) To permit the Owners Corporation at its direction (acting reasonably) to take other steps to administer parking including, but not limited to, the deactivation of fob key so as to prevent access to the Visitor Parking Area. The Owners Corporation may through the building manager issue warnings concerning any breach of this by-law, If, following two warnings, further breach occurs the Owners Corporation may deactivate a fob key.

Part 2: Definitions & Interpretation

In this by-law:

- a. “Fob”, “Fob Key” or “Key” all refer to an electronic key.
- b. “Parking device” means any physical device that can be installed to control parking and includes without limitation any signage, boom-gate or security access system.
- c. “Visitor” means a caller or guest but does not include an occupier.
- d. All parts of this by-law, including the Preamble-Introduction, are to be considered in the interpretation of the by-law.

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Part 3: Powers

The Owners Corporation shall have the following powers, authorities, duties and functions:-

- a. The power and authority to install any parking device.
- b. The power and authority to issue any key.
- c. The power and authority to restrict access to the car park of the building by those owners and occupiers who do not comply with the terms of this by-law.
- d. The power and the authority to engage consultants and contractors for these purposes.
- e. The power and authority to apply the funds of the Owners Corporation to these purposes.

Part 4: Terms: Parking

- a. An owner or occupier of a lot must not park any motor vehicle including boats and trailers on the common property designated as "Visitors Car Park", any drive-way, any car wash bay or lawn area (front or side).
- b. An owner or occupier of a lot must not park or stand any motor vehicle on common property other than the Visitor Parking Area except with the written approval of the Owners Corporation. Written approval would only be given in extenuating circumstances, for a limited time-period and a fee may be charged.
- c. Unless approval is otherwise given by the Owners Corporation (or by the building manager on behalf of the Owners Corporation) an owner or occupier of a lot shall not permit an overnight visitor of the owner or occupier to park or stand a motor vehicle on the visitor parking area for more than two (2) days and nights in any one week.
- d. Unless approval is otherwise given by the Owners Corporation an owner or occupier of a lot shall not permit more than one (1) vehicle in the visitor parking area at any one (1) time.
- e. Unless approval is otherwise given by the Owners Corporation, or except as provided in By-Law 13, an owner or occupier of a lot shall not permit any person who is not a visitor or guest to park on the visitor parking area or any other common property area.

Special By-Law 7 – Use of Car Spaces (AH857215U)

Part 1: Definitions

In this by-law:

- a. "Car space" means a car space forming part of a lot or comprised in a lot within the strata plan.
- b. "Permitted use" means parking a motor or other vehicle.
- c. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

Part 2: Terms

- a. A car space shall only be used:
 - (i) By an owner or occupier of a lot within the strata parcel; and
 - (ii) For the Permitted use and no other.

Special By-Law 8 – No Smoking (AH857215U)

Part 1: Definitions

In this by-law the terms:

"**Common Property**" includes any part of the building that is not in an apartment.

"**Lot**" includes inside your apartment and any balcony.

"**Smoke**" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited.

Part 2: Terms

- a. An owner or occupier of a lot must not:
 - (i) Smoke any substance on any are of the common property; or
 - (ii) Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot, or
 - (iii) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- b. An occupier of a lot must take all reasonable steps to ensure that invitees, guests, customers and/or visitors of the occupier do not:
 - (i) Smoke any substance on any area of the common property or allow smoke from such substance to enter common property, or
 - (ii) Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot; or

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- (iii) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- c. An owner of a lot must take all reasonable steps to ensure that the occupier of his lot complies with the terms of this by-law.

The Terms of this by-law are in addition to the terms of section 117 of the Strata Schemes Management Act 1996.

Special By-Law 9 – Air Conditioners (AH857215U)

Part 1: Definitions & Interpretation

In this by-law:

- a. “Air Conditioner” means any air conditioner condenser, pipes, wires, cables, any fan coil unit any ancillary ducting or controls and other related parts comprised in an air-conditioning system serving a lot.
- b. “Council” means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
- c. “Statute” means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State of New South Wales and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.
- d. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Managing Act 1996 have the meaning given to them in that Act.
- e. All parts of this by-law are to be considered in the interpretation of it.

Part 2: Terms

An owner of a lot must not install, attach or affix any air conditioner to serve his lot (or allow such air conditioner to be installed, attached or affixed), nor may any owner keep any air conditioner to serve his lot; otherwise than in compliance with the following terms and conditions.

Part 3: Conditions: Prior to Installation & Installation

- a. No air conditioner shall be installed in a window.
- b. Prior to installing any air conditioner an owner must:
 - (i) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications.
 - (ii) Obtain the written approval of the Owners Corporation to the size, performance specifications, colour and type of the proposed unit, and its location and manner of installation (including the application of acoustic dampeners and screens (or other requirements) to minimise the visibility of any component of the unit). For this purpose, the owner must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation.
 - (iii) Provide the Owners Corporation:
 - a) with certification from a licensed electrician that the relevant common property electricity supply and the circuit board and wiring serving the lot all have the capacity to cater for the additional load; or
 - b) with specifications from a licensed electrician of the necessary changes to the relevant common property electricity supply and the circuit board and wiring serving the lot both to cope with the additional load.
- c. In installing an air conditioner, an owner must:-
 - (i) If applicable, comply with all conditions of approval required by Council.
 - (ii) Comply with the terms of this by-law and any additional conditions of approval required by the Owners Corporation.
 - (iii) Comply with the manufacturer's specifications.
 - (iv) Have the installation, including any necessary changes to the relevant common property electricity supply and the circuit board and wiring serving the lot, carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes and other applicable Statutes.
 - (v) Notify other residents in writing of the period of installation during which noise may create a nuisance.
 - (vi) Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or the common property or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by building materials, refuse or contractors vehicles. All areas of common property adjacent to the works, or used for or in relation to the

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works, are to be kept in a clean and tidy state while the works are being carried out, and duly after completion of the works.

- (vii) Ensure that condensation and run-off are drained through lines to existing drains or pipes.
- (viii) Conceal electrical and cool and lines from view, as far as possible.
- (ix) Ensure that none of the works encroaches onto an adjoining lot.
- (x) Ensure that any penetration of the common property or fire related element is sealed in accordance with the Building Code of Australia and relevant Australian Standards.

Part 4: Conditions: Keeping & Using an Air Conditioner

- a. An owner or occupier must not use an air conditioner in breach of the Protection of the Environmental Operations Act 1997 or any other applicable Statute.
- b. An owner or occupier must not use an air conditioner if its use generates noise, condensation, vibration or heat that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or of the common property by any person entitled to use it.
- c. If required by the Owners Corporation (acting reasonably) an owner will perform remedial works to mitigate noise, condensation, vibration or heat, or remove a unit.
- d. An owner must maintain the air conditioner serving his lot in a state of good and serviceable repair at all times and must renew or replace it when necessary.
- e. For the purpose of this by-law, any air conditioner shall remain the property of the owner of the lot installing it or the owner of the lot served by it, whether or not it is installed by that owner.
- f. An owner of a lot served by an air conditioner, at his own cost, must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of an air conditioner.
- g. An owner may recover an air conditioner but must do so at his expense and in a workmanlike manner. An owner must ensure that after an air conditioner is removed the common property is restored as close to its original state as practicable and in such fashion that the risk of future damage to the common property (arising from the installation and subsequent removal of the air conditioner) is minimised.
- h. If an owner fails to carry out his obligations under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.

The terms of this by-law, where applicable, apply to any replacement air conditioner unit and air conditioning units already installed within the scheme.

Special By-Law 10 – Keeping of Animals (AI948639F) AMENDED to read as follows:

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property including, and
 - (c) carry the animal or restrain with a leash in control of an adult when on common property, and
 - (d) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.
- (5) An owner or occupier of a Lot must not feed or in any way attempt to attract birds to or near any balcony of a Lot or any other part of a Lot or the common property.

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Special By-Law 11 – Short Term Rental (AQ943213)

1. DEFINITIONS

The following terms are identified to mean:

"Owners Corporation" means The Owners Strata Plan No. 73759.

"Short Term Rental Accommodation" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.

"Principal Place of Residence" means when a person regularly resides, occupies and lives in a property as their usual place of abode, in excess of 183 days in any calendar year.

"Code of Conduct" means the Fair Trading Code of Conduct for the Short-term Rental Accommodation Industry.

2. SHORT TERM RENTAL ACCOMMODATION

Lot owners who do not occupy a lot as their principal place of residence are prohibited from using their respective lot for short term rental accommodation.

Lot owners who occupy a lot as their principal place of residence may use their respective lot for short term rental accommodation, on the following basis:

1. The lot owner must register the premises for short term rental accommodation with Fair Trading;
2. The lot owner must comply with the Fair Trading Code of Conduct;
3. The lot owner must provide any proposed guests with a copy of the consolidated by- laws for Strata Plan No. 73759;
4. The lot owner must seek prior written consent from the Owners Corporation for the proposed short term rental. Such consent cannot be unreasonably withheld;
5. The lot owner must not use the premises for short term rental accommodation for greater than 180 days in any calendar year.

Special By-Law 12 – Minor renovations by owners – delegation of functions (AQ943213)

The owners corporation:

- a. **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

- b. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a)

Special By-Law 13 – Works (Lot 31) (AQ943213)

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to:
 - (a) permit the Owner to retain the Past Works; and
 - (b) confer on the Owner a right of exclusive use and enjoyment, and a special privilege, in respect of the Common property concerned or affected by the Past Works.

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1.3 The rights conferred by this by-law shall enure for the benefit of the Owner.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

2.1 In this by-law, the definitions in By-law 1 (Definitions) apply and, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the Council, a court or a tribunal.
- (c) **Lot** means Lot 31 in the strata scheme.
- (d) **Owner** means the owner or owners for the time being of the Lot.
- (e) **Past Works** means any works undertaken to the Lot or to the Common property in connection with the Lot as at the date of registration of this by-law, including but not limited to:

Main bathroom

- (i) Removal of wall and floor tiles;
- (ii) Removal of fixtures and fittings including, without limitation, door, toilet, vanity, sink and shower;
- (iii) Removal of suspended gyprock ceiling;
- (iv) Repair of wall frames (existing frames had spans of 650mm with no framing);
- (v) Rough-in plumbing for toilet, sink and waste (plumbing was not moved);
- (vi) Installation of fixings for lighting and power points;
- (vii) Installation of a new waterproofing membrane;
- (viii) Screed (30mm) and installation of new floor tiles (10mm);
- (ix) Installation of new fixtures and fittings including, without limitation, new sliding door and toilet;
- (x) Any ancillary works in relation to or in connection with such works;

Second bathroom

- (i) Conversion of second bathroom to walk-in wardrobe;
- (i) Removal of wall and floor tiles;
 - (ii) Removal of fixtures and fittings including, without limitation, door, toilet, shower bath and sink;
- (iii) Removal and cap-off plumbing for toilet, sink/drain and floor wastes;
- (iv) Fill and cap-off toilet waste, floor wastes, bath and sink waste;
- (v) Repair wall frames (existing frames had spans of 650mm with no spanning joists);
- (vi) Remove and replace old, damaged gyprock with new gyprock waterproof ceiling;

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- (vii) Any ancillary works in relation to or in connection with such works.

Kitchen

- (i) Removal of gyprock from suspended ceiling;
- (ii) Installation of new gyprock on suspended ceiling;
- (iii) Any ancillary works in relation to or in connection with such works.

Balcony

- (i) Installation of timber floating deck on top of the existing floor tiles on the balcony of the Lot;
- (ii) Installation of rafters to affix the timber floating deck;
- (iii) Any ancillary works in relation to or in connection with such works.

Other

- (i) Slight repositioning of lighting throughout the Lot.

Interpretation

2.2 In this by-law, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law:

- (a) the Owner shall have a special privilege to retain the Past Works to and on the Common property and benefiting their Lot; and
- (b) the Owner shall have exclusive use and enjoyment of those parts of the Common property occupied by the Past Works.

PART 4

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CONDITIONS FOR PAST WORKS

Owner Warranty

- 4.1 To the best of their knowledge and belief, the Owner warrants to the Owners Corporation that the Past Works:
- (a) were carried out with due care and skill;
 - (b) were carried out in compliance with the *Home Building Act 1989* and all other applicable laws including but without limitation in relation to fire safety;
 - (c) were carried out in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
 - (d) comprised materials that were good and suitable for the purposes for which those materials were used; and
 - (e) were carried out by persons who were properly qualified to carry out such works including but without limitation appropriately licensed contractors.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

- 5.1 The Owner must at their cost:
- (a) carry out all necessary works to restore the affected areas of the Common property to a condition comparable to the adjacent areas of the Common property should any part of the Past Works be removed;
 - (b) not carry out any alterations or additions or do any works (other than the Past Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
 - (c) properly maintain and keep all areas of the Common property comprised within, or affected or occupied by the Past Works in a state of good and serviceable repair;
 - (d) properly maintain and upkeep the Past Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
 - (e) ensure that the Past Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the Common property;
 - (f) repair and/or reinstate the Common property or personal property of the Owners Corporation to its original condition if the Past Works are removed or relocated;
 - (g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;
 - (h) remain liable for any damage to the Lot, another lot or the Common property arising out of or in connection with the Past Works and will make good that damage immediately after it has occurred;
 - (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being Common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

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- 5.2 Should the Owner fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
 - (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
 - (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

- 5.3 The Past Works shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

- 5.4 Each Owner shall be responsible for all costs associated with the Past Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) the drafting, consideration and approval of this by-law;
 - (b) approving any plans, drawings or other documentation for the Past Works; and
 - (c) obtaining and considering any certification in relation to the Past Works.

Special By-Law 14 – Short-Term Letting (AT519434)

1 Short-term letting

1.1 Prohibition on short-term rental accommodation arrangements

An owner or occupier of a lot must not use a lot for the purposes of a short-term rental accommodation arrangement.

In this by-law, **short-term rental accommodation arrangement** has the same meaning as in section 54A of the *Fair Trading Act 1987*.

Note. *At the time of making of this by-law, a "short-term rental accommodation arrangement" includes a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.*

1.2 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

1.3 Residential Tenancies Act

- (a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

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- (b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

Note. Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.

- (c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).
- (d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

1.4 Duration of tenancies

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

- (a) for a fixed term; and
- (b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

1.5 Principal place of residence

- (a) Clause 1.1 of this by-law only applies if the lot concerned is not the principal place of residence of the person who, pursuant to the short-term rental accommodation arrangement, is giving another person the right to occupy the lot.
- (b) This by-law does not operate to prevent a lot being used for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

1.6 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

1.7 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;

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- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

1.8 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

1.9 Severability

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

Special By-Law 15 – Courtyard Renovation (Lot 7)(AU258371)

1 Introduction

The purpose of this by-law is to permit the owner of the Lot 7 a right to carry out the Building Works of their courtyard, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme.

2 Building Works

2.1 Grant of Right

The Owners Corporation grants to the owner, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme:

- (a) special privilege to carry out the Building Works; and
- (b) exclusive use of the parts of the common property which are occupied by the Building Works.

3 Conditions of Building Works

3.1 Before the Building Works

Prior to commencing the Building Works, the owner must:

- (a) give the Owners Corporation 14 days’ written notice, including the start date and estimated completion date;
- (b) if required by Law, obtain the relevant approvals from the Authority, and give copies of them to the Owners Corporation;
- (c) provide to the Owners Corporation copies of the following:
 - (i) plans, diagrams and scope of works describing the Building Works;

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- (ii) a certificate or other document that proves that the contractors who will carry out the Building Works holds a current licence and all relevant insurances (including public liability not less than \$20,000,000); and
- (iii) any other document reasonably requested;
- (d) and if requested by the Owners Corporation, pay a bond to the Owners Corporation.

3.2 **Performance of the Building Works**

During the Building Works, the owner must:

- (a) ensure the Building Works are carried out in a competent and proper manner by appropriately qualified licensed contractors;
- (b) ensure the Building Works are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;
- (c) cause minimal noise or disruption to other owners and occupiers;
- (d) except as otherwise approved by the Owners Corporation, only carry out the Building Works between the hours of 8:00am and 5:00pm on Monday – Friday and 9:00am and 3:00pm on Saturday (excluding Sunday's and public holidays);
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another owner or occupier's lot or the common property;
- (g) make sure that no items or materials are stored on the common property, unless written consent is obtained from the Owners Corporation;
- (h) comply with any reasonable directions of the Owners Corporation including in relation to:
 - (i) transportation of construction equipment and materials;
 - (ii) removal of debris or rubbish;
 - (iii) protection of the building; and
 - (iv) access to and from the strata scheme,
- (i) not vary the Building Works without obtaining the prior written approval of the Owners Corporation;
- (j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and
- (k) ensure any holes or penetrations made during the Building Works are adequately sealed and waterproofed.

3.3 **Completion of the Building Works**

After the Building Works have been completed, the owner must:

- (a) promptly notify the Owners Corporation, in writing, that the Buildings Works have been completed;
- (b) if requested by the Owners Corporation, provide a report from a duly qualified and practising building consultant or expert certifying that the Building Works have been completed in accordance with the Law;
- (c) provide any relevant certification and warranties to the Owners Corporation as reasonably requested and directly associated with the Building Works; and
- (d) if requested by the Owners Corporation, provide a report from a duly qualified and practising structural engineer certifying that the Building Works have been completed in a manner that will not adversely affect the structural integrity of the building.

4 Ongoing Obligations and Responsibilities

4.1 **Maintain and repair**

The owner must properly maintain and keep in a state of good and serviceable repair the Building Works (Courtyard), including any associated common property forming part of or altered by those works and any fixtures and fittings comprised in the common property.

4.2 **Damage**

The owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Building Works.

4.3 **External appearance**

The owner must ensure the Building Works, including any component or equipment, are in keeping with the external appearance, colour, style and amenity of the building, in the reasonable opinion of the Owners Corporation.

4.4 **Cleanliness**

The owner must ensure any part of the strata scheme affected by the Building Works is kept clean and tidy and is left clean and tidy on completion of the Building Works.

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4.5 **Noise**

The owner must ensure that the Building Works (or any equipment forming part of it) do not create, transmit or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another owner or occupier.

4.6 **Flooring**

The owner must ensure that any floor coverings installed or exposed in the Lot are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom).

4.7 **Alterations affecting lot boundary**

The owner must comply with any obligation that arises under section 19 of the Development Act from time to time.

4.8 **Access**

At all stages of the Building Works, the owner must provide the Owners Corporation with access to the Lot to inspect the Building Works on reasonable notice.

4.9 **Costs**

The owner must pay all reasonable costs arising out of or in connection with the Building Works, including but not limited to:

- (a) any legal and strata management costs;
- (b) the drafting, consideration and registration of this by-law;
- (c) any documentation relating to the Building Works such as plans and specifications; and
- (d) obtaining and considering any certification in relation to the Building Works.

4.10 **Indemnity**

The owner indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in connection with the:

- (a) Building Works, including its destruction, removal and alteration;
- (b) failure to comply with the duty to maintain, repair, renew or replace;
- (c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Building Works.

5 Bond

5.1 The Owners Corporation shall be entitled to apply the bond, paid under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred as a result of a contravention of this by-law.

5.2 Upon notifying the Owners Corporation that the Building Works have been completed and the Owners Corporation is reasonably satisfied that the owner has complied with the terms of this by-law, the Owners Corporation must refund the bond, or the remaining balance of it, within a reasonable period of time.

6 Breach

6.1 If the owner or occupier breaches this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring the rectification of that breach, the Owners Corporation may:

- (a) rectify the breach;
- (b) enter the Lot, by its agents, employees or contractors, pursuant to the Act, in order to rectify the breach; and
- (c) recover from the owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

7 Explanatory Provisions

7.1 **Definitions**

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) **Authority** means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;
- (b) **Building Works** means the renovation works to be carried out to the Lot and common property contiguous to the Lot as detailed in Annexure A scope of works and the Plans;

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- (c) **Debt** means any amount payable to the Owners Corporation under this by-law;
- (d) **Development Act** means the *Strata Schemes Development Act 2015*;
- (e) **Law** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (f) **Lot** means lot 7 in the strata scheme Strata Plan 73759;
- (g) **Management Act** means the *Strata Schemes Management Act 2015*; and
- (h) **Owners Corporation** means the owners corporation established on registration of the strata plan;

7.2 Interpretation

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) references to legislation include references to amending and replacing legislation;
- (e) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (f) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, as authorised by the Owners Corporation from time to time;
- (g) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Special By-Law 16 – Courtyard Renovation (Lot 18)(AU258375)

1 Introduction

The purpose of this by-law is to permit the owner of the Lot 18 a right to carry out the Building Works of their courtyard, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme.

2 Building Works

2.1 Grant of Right

The Owners Corporation grants to the owner, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme:

- (a) special privilege to carry out the Building Works; and
- (b) exclusive use of the parts of the common property which are occupied by the Building Works.

3 Conditions of Building Works

3.1 Before the Building Works

Prior to commencing the Building Works, the owner must:

- (a) give the Owners Corporation 14 days' written notice, including the start date and estimated completion date;
- (b) if required by Law, obtain the relevant approvals from the Authority, and give copies of them to the Owners Corporation;
- (c) provide to the Owners Corporation copies of the following:
 - (i) plans, diagrams and scope of works describing the Building Works;
 - (ii) a certificate or other document that proves that the contractors who will carry out the Building Works holds a current licence and all relevant insurances (including public liability not less than \$20,000,000); and
 - (iii) any other document reasonably requested;
- (d) and if requested by the Owners Corporation, pay a bond to the Owners Corporation.

3.2 Performance of the Building Works

During the Building Works, the owner must:

- (a) ensure the Building Works are carried out in a competent and proper manner by appropriately qualified licensed contractors;

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- (b) ensure the Building Works are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;
- (c) cause minimal noise or disruption to other owners and occupiers;
- (d) except as otherwise approved by the Owners Corporation, only carry out the Building Works between the hours of 8:00am and 5:00pm on Monday – Friday and 9:00am and 3:00pm on Saturday (excluding Sunday's and public holidays);
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another owner or occupier's lot or the common property;
- (g) make sure that no items or materials are stored on the common property, unless written consent is obtained from the Owners Corporation;
- (h) comply with any reasonable directions of the Owners Corporation including in relation to:
 - (i) transportation of construction equipment and materials;
 - (ii) removal of debris or rubbish;
 - (iii) protection of the building; and
 - (iv) access to and from the strata scheme,
- (i) not vary the Building Works without obtaining the prior written approval of the Owners Corporation;
- (j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and
- (k) ensure any holes or penetrations made during the Building Works are adequately sealed and waterproofed.

3.3 **Completion of the Building Works**

After the Building Works have been completed, the owner must:

- (a) promptly notify the Owners Corporation, in writing, that the Buildings Works have been completed;
- (b) if requested by the Owners Corporation, provide a report from a duly qualified and practising building consultant or expert certifying that the Building Works have been completed in accordance with the Law;
- (c) provide any relevant certification and warranties to the Owners Corporation as reasonably requested and directly associated with the Building Works; and
- (d) if requested by the Owners Corporation, provide a report from a duly qualified and practising structural engineer certifying that the Building Works have been completed in a manner that will not adversely affect the structural integrity of the building.

4 **Ongoing Obligations and Responsibilities**

4.1 **Maintain and repair**

The owner must properly maintain and keep in a state of good and serviceable repair the Building Works (Courtyard), including any associated common property forming part of or altered by those works and any fixtures and fittings comprised in the common property.

4.2 **Damage**

The owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Building Works.

4.3 **External appearance**

The owner must ensure the Building Works, including any component or equipment, are in keeping with the external appearance, colour, style and amenity of the building, in the reasonable opinion of the Owners Corporation.

4.4 **Cleanliness**

The owner must ensure any part of the strata scheme affected by the Building Works is kept clean and tidy and is left clean and tidy on completion of the Building Works.

4.5 **Noise**

The owner must ensure that the Building Works (or any equipment forming part of it) do not create, transmit or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another owner or occupier.

4.6 **Flooring**

The owner must ensure that any floor coverings installed or exposed in the Lot are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom).

4.7 **Alterations affecting lot boundary**

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The owner must comply with any obligation that arises under section 19 of the Development Act from time to time.

4.8 **Access**

At all stages of the Building Works, the owner must provide the Owners Corporation with access to the Lot to inspect the Building Works on reasonable notice.

4.9 **Costs**

The owner must pay all reasonable costs arising out of or in connection with the Building Works, including but not limited to:

- (a) any legal and strata management costs;
- (b) the drafting, consideration and registration of this by-law;

- (c) any documentation relating to the Building Works such as plans and specifications; and
- (d) obtaining and considering any certification in relation to the Building Works.

4.10 **Indemnity**

The owner indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in connection with the:

- (a) Building Works, including its destruction, removal and alteration;
- (b) failure to comply with the duty to maintain, repair, renew or replace;
- (c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Building Works.

5 Bond

5.1 The Owners Corporation shall be entitled to apply the bond, paid under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred as a result of a contravention of this by-law.

5.2 Upon notifying the Owners Corporation that the Building Works have been completed and the Owners Corporation is reasonably satisfied that the owner has complied with the terms of this by-law, the Owners Corporation must refund the bond, or the remaining balance of it, within a reasonable period of time.

6 Breach

6.1 If the owner or occupier breaches this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring the rectification of that breach, the Owners Corporation may:

- (a) rectify the breach;
- (b) enter the Lot, by its agents, employees or contractors, pursuant to the Act, in order to rectify the breach; and
- (c) recover from the owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

7 Explanatory Provisions

7.1 **Definitions**

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) **Authority** means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;
- (b) **Building Works** means the renovation works to be carried out to the Lot and common property contiguous to the Lot as detailed in Annexure A scope of works and the Plans;
- (c) **Debt** means any amount payable to the Owners Corporation under this by-law;
- (d) **Development Act** means the *Strata Schemes Development Act 2015*;
- (e) **Law** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (f) **Lot** means lot 18 in the strata scheme Strata Plan 73759;
- (g) **Management Act** means the *Strata Schemes Management Act 2015*; and
- (h) **Owners Corporation** means the owners corporation established on registration of the strata plan;

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7.2 Interpretation

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) references to legislation include references to amending and replacing legislation;
- (e) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (f) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, as authorised by the Owners Corporation from time to time;
- (g) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Schedule 2 Addition of Special By-Laws 17 and 18

Special By-Law 17 – Boundary Fence and Gate Renovation (Lot 18)

1 Introduction

The purpose of this by-law is to permit the owner of the Lot 18 a right to carry out the Building Works of their boundary with a fence and gate, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme.

2 Building Works

2.1 Grant of Right

The Owners Corporation grants to the owner, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme:

- (a) special privilege to carry out the Building Works; and
- (b) exclusive use of the parts of the common property which are occupied by the Building Works.

3 Conditions of Building Works

3.1 Before the Building Works

Prior to commencing the Building Works, the owner must:

- (a) give the Owners Corporation 14 days' written notice, including the start date and estimated completion date;
- (b) if required by Law, obtain the relevant approvals from the Authority, and give copies of them to the Owners Corporation;
- (c) provide to the Owners Corporation copies of the following:
 - (i) plans, diagrams and scope of works describing the Building Works;
 - (ii) a certificate or other document that proves that the contractors who will carry out the Building Works holds a current licence and all relevant insurances (including public liability not less than \$20,000,000); and
 - (iii) any other document reasonably requested;
- (d) and if requested by the Owners Corporation, pay a bond to the Owners Corporation.

3.2 Performance of the Building Works

During the Building Works, the owner must:

- (a) ensure the Building Works are carried out in a competent and proper manner by appropriately qualified licensed contractors;
- (b) ensure the Building Works are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;
- (c) cause minimal noise or disruption to other owners and occupiers;
- (d) except as otherwise approved by the Owners Corporation, only carry out the Building Works between the hours of 8:00am and 5:00pm on Monday – Friday and 9:00am and 3:00pm on Saturday (excluding Sunday's and public holidays);
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another owner or occupier's lot or the common property;
- (g) make sure that no items or materials are stored on the common property, unless written consent is obtained from the Owners Corporation;
- (h) comply with any reasonable directions of the Owners Corporation including in relation to:
 - (i) transportation of construction equipment and materials;
 - (ii) removal of debris or rubbish;
 - (iii) protection of the building; and
 - (iv) access to and from the strata scheme,

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- (i) not vary the Building Works without obtaining the prior written approval of the Owners Corporation;
- (j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and
- (k) ensure any holes or penetrations made during the Building Works are adequately sealed and waterproofed.

3.3 **Completion of the Building Works**

After the Building Works have been completed, the owner must:

- (a) promptly notify the Owners Corporation, in writing, that the Buildings Works have been completed;
- (b) if requested by the Owners Corporation, provide a report from a duly qualified and practising building consultant or expert certifying that the Building Works have been completed in accordance with the Law;
- (c) provide any relevant certification and warranties to the Owners Corporation as reasonably requested and directly associated with the Building Works; and
- (d) if requested by the Owners Corporation, provide a report from a duly qualified and practising structural engineer certifying that the Building Works have been completed in a manner that will not adversely affect the structural integrity of the building.

4 **Ongoing Obligations and Responsibilities**

4.1 **Maintain and repair**

The owner must properly maintain and keep in a state of good and serviceable repair the Building Works (Courtyard), including any associated common property forming part of or altered by those works and any fixtures and fittings comprised in the common property.

4.2 **Damage**

The owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Building Works.

4.3 **External appearance**

The owner must ensure the Building Works, including any component or equipment, are in keeping with the external appearance, colour, style and amenity of the building, in the reasonable opinion of the Owners Corporation.

4.4 **Cleanliness**

The owner must ensure any part of the strata scheme affected by the Building Works is kept clean and tidy and is left clean and tidy on completion of the Building Works.

4.5 **Noise**

The owner must ensure that the Building Works (or any equipment forming part of it) do not create, transmit or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another owner or occupier.

4.6 **Flooring**

The owner must ensure that any floor coverings installed or exposed in the Lot are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom).

4.7 **Alterations affecting lot boundary**

The owner must comply with any obligation that arises under section 19 of the Development Act from time to time.

4.8 **Access**

At all stages of the Building Works, the owner must provide the Owners Corporation with access to the Lot to inspect the Building Works on reasonable notice.

4.9 **Costs**

The owner must pay all reasonable costs arising out of or in connection with the Building Works, including but not limited to:

- (a) any legal and strata management costs;
- (b) the drafting, consideration and registration of this by-law;
- (c) any documentation relating to the Building Works such as plans and specifications; and
- (d) obtaining and considering any certification in relation to the Building Works.

4.10 **Indemnity**

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The owner indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in connection with the:

- (a) Building Works, including its destruction, removal and alteration;
- (b) failure to comply with the duty to maintain, repair, renew or replace;
- (c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Building Works.

5 Bond

- 5.1 The Owners Corporation shall be entitled to apply the bond, paid under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred as a result of a contravention of this by-law.
- 5.2 Upon notifying the Owners Corporation that the Building Works have been completed and the Owners Corporation is reasonably satisfied that the owner has complied with the terms of this by-law, the Owners Corporation must refund the bond, or the remaining balance of it, within a reasonable period of time.

6 Breach

- 6.1 If the owner or occupier breaches this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring the rectification of that breach, the Owners Corporation may:
 - (a) rectify the breach;
 - (b) enter the Lot, by its agents, employees or contractors, pursuant to the Act, in order to rectify the breach; and
 - (c) recover from the owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

7 Explanatory Provisions

7.1 Definitions

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) **Authority** means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;
- (b) **Building Works** means the renovation works to be carried out to the Lot and common property contiguous to the Lot as detailed in Annexure A scope of works and the Plans;
- (c) **Debt** means any amount payable to the Owners Corporation under this by-law;
- (d) **Development Act** means the *Strata Schemes Development Act 2015*;
- (e) **Law** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (f) **Lot** means lot 18 in the strata scheme Strata Plan 73759;
- (g) **Management Act** means the *Strata Schemes Management Act 2015*; and
- (h) **Owners Corporation** means the owners corporation established on registration of the strata plan;

7.2 Interpretation

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) references to legislation include references to amending and replacing legislation;

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- (e) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (f) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, as authorised by the Owners Corporation from time to time;
- (g) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Special By-Law 18 – Boundary Fence and Gate Renovation (Lot 12)

1 Introduction

The purpose of this by-law is to permit the owner of the Lot 12 a right to carry out the Building Works of their boundary with a fence and gate, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme.

2 Building Works

2.1 Grant of Right

The Owners Corporation grants to the owner, subject to the terms of this by-law and all registered by-laws applicable to the strata scheme:

- (a) special privilege to carry out the Building Works; and
- (b) exclusive use of the parts of the common property which are occupied by the Building Works.

3 Conditions of Building Works

3.1 Before the Building Works

Prior to commencing the Building Works, the owner must:

- (a) give the Owners Corporation 14 days' written notice, including the start date and estimated completion date;
- (b) if required by Law, obtain the relevant approvals from the Authority, and give copies of them to the Owners Corporation;
- (c) provide to the Owners Corporation copies of the following:
 - (i) plans, diagrams and scope of works describing the Building Works;
 - (ii) a certificate or other document that proves that the contractors who will carry out the Building Works holds a current licence and all relevant insurances (including public liability not less than \$20,000,000); and
 - (iii) any other document reasonably requested;
- (d) and if requested by the Owners Corporation, pay a bond to the Owners Corporation.

3.2 Performance of the Building Works

During the Building Works, the owner must:

- (a) ensure the Building Works are carried out in a competent and proper manner by appropriately qualified licensed contractors;
- (b) ensure the Building Works are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;
- (c) cause minimal noise or disruption to other owners and occupiers;
- (d) except as otherwise approved by the Owners Corporation, only carry out the Building Works between the hours of 8:00am and 5:00pm on Monday – Friday and 9:00am and 3:00pm on Saturday (excluding Sunday's and public holidays);
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the

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- occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another owner or occupier's lot or the common property;
 - (g) make sure that no items or materials are stored on the common property, unless written consent is obtained from the Owners Corporation;
 - (h) comply with any reasonable directions of the Owners Corporation including in relation to:
 - (i) transportation of construction equipment and materials;
 - (ii) removal of debris or rubbish;
 - (iii) protection of the building; and
 - (iv) access to and from the strata scheme,
 - (i) not vary the Building Works without obtaining the prior written approval of the Owners Corporation;
 - (j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and
 - (k) ensure any holes or penetrations made during the Building Works are adequately sealed and waterproofed.

3.3 **Completion of the Building Works**

After the Building Works have been completed, the owner must:

- (a) promptly notify the Owners Corporation, in writing, that the Buildings Works have been completed;
- (b) if requested by the Owners Corporation, provide a report from a duly qualified and practising building consultant or expert certifying that the Building Works have been completed in accordance with the Law;
- (c) provide any relevant certification and warranties to the Owners Corporation as reasonably requested and directly associated with the Building Works; and
- (d) if requested by the Owners Corporation, provide a report from a duly qualified and practising structural engineer certifying that the Building Works have been completed in a manner that will not adversely affect the structural integrity of the building.

4 **Ongoing Obligations and Responsibilities**

4.1 **Maintain and repair**

The owner must properly maintain and keep in a state of good and serviceable repair the Building Works (Courtyard), including any associated common property forming part of or altered by those works and any fixtures and fittings comprised in the common property.

4.2 **Damage**

The owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Building Works.

4.3 **External appearance**

The owner must ensure the Building Works, including any component or equipment, are in keeping with the external appearance, colour, style and amenity of the building, in the reasonable opinion of the Owners Corporation.

4.4 **Cleanliness**

The owner must ensure any part of the strata scheme affected by the Building Works is kept clean and tidy and is left clean and tidy on completion of the Building Works.

4.5 **Noise**

The owner must ensure that the Building Works (or any equipment forming part of it) do not create, transmit or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another owner or occupier.

4.6 **Flooring**

The owner must ensure that any floor coverings installed or exposed in the Lot are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a laundry, lavatory or bathroom).

4.7 **Alterations affecting lot boundary**

The owner must comply with any obligation that arises under section 19 of the Development Act from time to time.

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4.8 **Access**

At all stages of the Building Works, the owner must provide the Owners Corporation with access to the Lot to inspect the Building Works on reasonable notice.

4.9 **Costs**

The owner must pay all reasonable costs arising out of or in connection with the Building Works, including but not limited to:

- (a) any legal and strata management costs;
- (b) the drafting, consideration and registration of this by-law;
- (c) any documentation relating to the Building Works such as plans and specifications; and
- (d) obtaining and considering any certification in relation to the Building Works.

4.10 **Indemnity**

The owner indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in connection with the:

- (a) Building Works, including its destruction, removal and alteration;
- (b) failure to comply with the duty to maintain, repair, renew or replace;
- (c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Building Works.

5 Bond

5.1 The Owners Corporation shall be entitled to apply the bond, paid under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred as a result of a contravention of this by-law.

5.2 Upon notifying the Owners Corporation that the Building Works have been completed and the Owners Corporation is reasonably satisfied that the owner has complied with the terms of this by-law, the Owners Corporation must refund the bond, or the remaining balance of it, within a reasonable period of time.

6 Breach

6.1 If the owner or occupier breaches this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring the rectification of that breach, the Owners Corporation may:

- (a) rectify the breach;
- (b) enter the Lot, by its agents, employees or contractors, pursuant to the Act, in order to rectify the breach; and
- (c) recover from the owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

7 Explanatory Provisions

7.1 **Definitions**

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) **Authority** means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;
- (b) **Building Works** means the renovation works to be carried out to the Lot and common property contiguous to the Lot as detailed in Annexure A scope of works and the Plans;
- (c) **Debt** means any amount payable to the Owners Corporation under this by-law;
- (d) **Development Act** means the *Strata Schemes Development Act 2015*;
- (e) **Law** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (f) **Lot** means lot 12 in the strata scheme Strata Plan 73759;
- (g) **Management Act** means the *Strata Schemes Management Act 2015*; and

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- (h) **Owners Corporation** means the owners corporation established on registration of the strata plan;

7.2 Interpretation

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) references to legislation include references to amending and replacing legislation;
- (e) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (f) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, as authorised by the Owners Corporation from time to time;
- (g) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

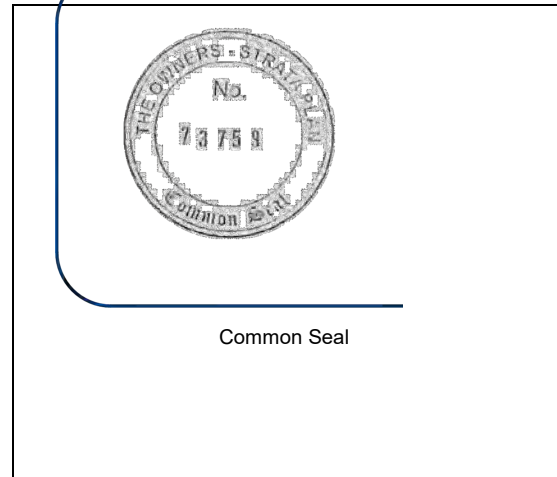
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Execution

THE COMMON SEAL of **The Owners—Strata Plan No 73759** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signed by:

Signature of Authorised Person <small>Signed by:</small> <i>Nick Stephenson</i>
Full name of Authorised Person Nick Stephenson
Capacity of Authorised Person Strata managing agent
Address of signatory Level 1, 37-43 Alexander Street Crows Nest NSW 2065



Common Seal

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

12 November 2024
Date of affixing of the Seal

Electronic signature of me Nick Stephenson,
affixed by me or at my direction
on 12 November 2024