



STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 46580

CONSOLIDATED BY-LAWS

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This is page 1 of a total of 44 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 46580 was affixed on the 29th day of June 2022 in the presence of:

Authority: Strata Managing Agent

Signature:  Electronic signature of me Paul Culbi
Affixed at my direction on 29/06/2022 at 3:50PM

Name: Paul Culbi



Being the persons authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

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1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

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

3 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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

5 Damage to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 Drying of Laundry Items

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

11 Cleaning Windows and Doors

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

12 Storage of Inflammable Liquids and Other Substances and Materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving Furniture and Other Objects on or Through Common Property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14 Floor Coverings

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

15 Garbage Disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

DEFINITIONS

1. In this by-law, the following definitions and meanings shall apply:
 - (a) Words importing the singular include the plural and vice versa
 - (b) Words importing a gender include any gender:

- (c) Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in the Act;
 - (d) "**The Act**" mean the *Strata Schemes Management Act 2015(NSW)* as amended from time to time;
 - (e) "**Lot**" means any all respective lots in Strata Plan No. 46580
 - (f) "**Small Animal**" means a cat or a small dog; and
 - (g) "**Small Dog**" means a dog that, when fully grown, does not or will not weigh more than 15 kilograms or be greater in height than 55 centimetres. For the purpose of this by-law, the height of a dog is to be measured while the dog is standing on a level surface on all of its legs, with the height to be calculated from the surface on which the dog is standing to the top of the dog's withers.
2. Subject to the terms of this by-law, an owner or occupier of a Lot shall be permitted to keep on Small Animal within the Lot.
 3. An owner or occupier of a Lot must not keep any animal in a Lot or permit any animal to be brought into a Lot or onto the common property, except as permitted by this by-law.
 4. In the event that a small Animal kept within a Lot repeatedly disturbs the peaceful enjoyment of owners or occupants of Lots in the use and enjoyment of their Lots and common property, the Strata Committee is hereby authorised to resolve to direct the owner or occupier of the Lot to remove the Small Animal from the Lot and not permit it to be kept there or brought into the Lot or onto common property, and the Lot owner or occupier shall immediately comply with that direction.
 5. Nothing in this by-law shall prohibit or restrict the keeping in a Lot of an Assistance animal (as referred to in Section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*) used by an owner or occupier of a Lot as an assistance animal or the use of an assistance animal for that purpose by a person on a lot or common property, provided that the owner or occupier provides the Strata Committee with evidence that the animal has been trained and is being used to assist or alleviate a disability.
 6. An or occupier of a Lot who keeps a Small Animal in the Lot shall:
 - (a) not allow the Small Animal to disturb the peaceful enjoyment of Lots or common property by other owners or occupiers;
 - (b) take such action as may be necessary to clean all areas of the Lot or the common property that are soiled by the Small Animal;
 - (c) while entering or leave the property with any Small Dog, keep the Small Dog on a leash or carry it while on common property; and
 - (d) not permit the Small Animal to enter the common property except for the purpose of entering or leaving the Lot of the owner or occupier who is keeping the Small Animal in his or her Lot.

17 Appearance of Lot

- (1) Subject to clause (2) of this by-law, the owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) The owner or occupier of a lot must not, without the written consent of the owners corporation, install or maintain external curtains, blinds, window coverings or the like which is visible from outside the building or from another lot or common property. The curtain, blind, window covering or the like must conform with the following:
 - (a) Type: Material external blinds. The installation of blinds are only available to west facing balconies in block A.
 - (b) Fabric Type and Model/Fabric colour: docril Nautica Waterproof, Colour 114 Pepper
 - (c) Model: 'Goodearl fabric systems SC 670 straight drop screen".
 - (d) The curtain, blind, window covering must conform with specifications stipulated in writing by the Executive Committee.
 - (e) That the owner or occupier of the lot shall be responsible for the upkeep, maintenance and cleaning of the blinds as the blinds do not form part of common property.
 - (f) In the event that the blinds are deemed by the Executive Committee to be poorly maintained or no longer in keeping with the rest of the building, they must be removed or replaced at the cost of the owner or occupier within 90 days or as agreed to by the Executive Committee.
- (3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Notice Board

An owners corporation must cause a notice board to be affixed to some part of the common property.

19 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

SPECIAL BY-LAW 1 – Smoking

A proprietor or occupier of a lot shall not, and shall take all reasonable steps to ensure that his invitees do not, smoke cigarettes, cigars, pipes, tobacco or any other substance when on the Common Property.

SPECIAL BY-LAW 2 – Depositing Rubbish

A proprietor or occupier of a lot shall not, and shall take all reasonable steps to ensure that his invitees do not, deposit any rubbish, dirt, dust or other litter on the Common Property, unless that person is depositing it in a receptacle for garbage.

SPECIAL BY-LAW 3 – Use of Swimming Pool, Spa & Sauna

A proprietor or occupier of a lot shall not permit his invitees to use the parcel's swimming pool, spa or sauna, unless accompanied by an adult proprietor or occupier.

SPECIAL BY-LAW 4 – Keep Parking Space Clean

A proprietor or occupier of a lot shall keep any parking space which he is entitled to use clean and tidy and free of grease, oil, dirt, rubbish and other material.

SPECIAL BY-LAW 5 – Parking of Vehicles

1. No one shall park a vehicle in an area other than their designated parking space.
2. No one but a visitor shall park a vehicle in visitors parking space.
3. Residents are to ensure that visitors use the parking space casually only.
4. Caravans, trailers and boats cannot stand on a parking space except for immediate loading or unloading except where parked in a residents designated parking space.
5. Vehicles of more than 3 tonnes, unladen, are not allowed on the common property other than for the delivery or removal of residents property, unless with the prior written consent of the Owners Corporation.
6. If there is a breach of the above By Laws, the Owners Corporation can
 - (i) detain by affixing locking clamps or other devices; remove by arranging for towing and or external storage; engage a company to provide the service of removal of the vehicle.
 - (ii) charge a fee of \$100, which will be varied from time to time, and recover incidental expenses, from the owner of the vehicle.
7. Under cover car spaces cannot be rented or lent to those who reside outside the complex.
8. Renting of car spaces to third parties

Any rental of a car space to a person who is not an occupier or owner of a lot requires the owner or the occupier to provide to the owners corporation the renters name, mobile phone

number, drivers licence number, duration of lease and vehicle registration. Any person renting a car space and who is not an occupant of the building will be issued an access tag that only provides access to the garage.

SPECIAL BY-LAW 6 – Service of Documents on Owner of a Lot by Owners Corporation

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

SPECIAL BY-LAW 7 – By-Law to Regulate Works to Common Property within Lots

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Bathroom Works** means the additions and alterations undertaken by an Owner or Occupier to the bathroom of their lot and to the common property specified in the Required Documents being all building works and all related services supplied to effect the installation of new tiles and/or plumbing.
- (c) **Kitchen Works** means the additions and alterations undertaken by an Owner or Occupier to the kitchen of their lot and to the common property specified in the Required Documents, being all building works and all related services supplied to effect the installation of new tiles and/or plumbing.
- (d) **Flooring Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot.
- (e) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (f) **Lot** means a lot in strata scheme 46580.
- (g) **Owner** or **Occupier** means the owner or occupier of a lot in strata scheme 46580.

- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 46580.
- (i) **Required Documents** means;
 - (i) existing plans and drawings;
 - (ii) proposed plans and drawings;
 - (iii) if the plans and drawing do not adequately describe the works a description of the works;
 - (iv) in respect of any proposed Flooring Works, details of the current and proposed flooring system, and if the Owner or Occupier is proposing to change the flooring system, a report from an acoustic engineer nominated by the Owners Corporation about the proposed flooring system which provides that it complies with the scheme's by-laws;
 - (v) a draft section 65A motion and section 65A and 52 by-law in the form of the attached template ("Future Works and Exclusive Use By-Law Template"); and
 - (vi) any other document reasonably required by the Owners Corporation.
- (j) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (k) **Works** means the Bathroom Works, Kitchen Works and/or Flooring Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes 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 *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

PART 3 CONDITIONS

Part 3.1 Flooring works

3.1 An Owner or Occupier undertaking Flooring Works must:

- (a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot in accordance with registered By-law 14 if that Owner or Occupier is seeking to undertake the Works relating to the installation of hard surface flooring; and
- (b) if that Owner or Occupier is seeking to undertake the Bathroom Works, Kitchen Works or Flooring Works within laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

Part 3.2
Before commencement

3.2 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form of:
 - (i) a motion under section 65A of the Act; and/or
 - (ii) a by-law under section 52 and/or 65A of the Act, granted to an Owner in the form of the attached Future Works and Exclusive Use By-Law Template;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) in respect of any proposed Flooring Works within the Lot, provide specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring.

Part 3.3
During construction

3.3 Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;

- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time;
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Part 3.4 After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) comply with any requirement to lodge a building alteration plan in accordance with section 14 of the *Strata Schemes (Freehold Development) Act 1973*; and
- (f) in respect of any proposed Flooring Works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents,

Part 3.5 Enduring rights and obligations

3.5 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and

- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

SPECIAL BY-LAW 8 – Recovery of Costs for Tribunal or Court Claims

Definitions and Interpretation

1. In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015*;

"**Lot**" means any lot in Strata Plan No. 46580;

"**Occupier**" means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

"**Owner**" means the owner for the time being of a Lot;

"**Regulations**" means the *Strata Schemes Management Regulations 2016*;

"**Tribunal**" means the NSW Civil and Administrative Tribunal

2. If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

Recovery of costs for claims against an Owner of Occupier

3. If an Owner or Occupier breaches, or fails to comply with:

- a. any by-law applicable to this strata scheme; and/or
- b. any provision of the Act or Regulations,

and as a result of this breach or non-compliance the Owners Corporation is required to make an application and/or commences proceedings in the Tribunal or a relevant court to obtain orders to rectify or remedy the breach or non-compliance, then the Owner or Occupier must indemnify the Owners Corporation against any costs and expenses (including legal costs) incurred in making such application and/ or commencing proceedings.

4. Any liability of an Owner or Occupier to indemnify costs and expenses (including legal costs) under this by-law is due and payable within 28 days of written demand or at the direction of the Owners Corporation. If such debt, is not paid within 28 days it will bear simple interest at the annual rate of 10% per annum until paid.
5. If an Owner or Occupier fails to comply with any obligation under this by-law, the Owners Corporation may recover as a debt the costs and expenses (including legal costs) from the Owner or Occupier together with any interest payable and the legal costs and expenses of the Owners Corporation on an indemnity basis incurred in recovering those amounts (and may include reference of that debt on levy notices and any other levy reports or information).

6. Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of, or failure to comply with, the by-laws applicable to this scheme or any provision of the Act of Regulations.
7. For the avoidance of doubt, if a term or any part thereof of this by-law is invalid, void or unenforceable, all other terms of part thereof which are capable of separate enforcement without regard to an invalid, void or unenforceable term of part thereof are and will continue to be of full force and effect in accordance with their terms.

SPECIAL BY-LAW 9 – Bathroom Renovations Unit 49

A. DEFINITIONS

"**Owner**" means the Owners of Lot 49 in Strata Plan 46580.

"**Building Works**" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"**Reasonable and satisfactory standard**" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"**Schedule of Works**" means the Owner's list of all of the Building Works proposed to be performed or already completed, enclosed herewith and marked 'Enclosure 1' (or as otherwise submitted and approved by the Owner's Corporation).

Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1. MAINTENANCE

- (A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.
- (B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2. DOCUMENTATION

Before commencing the Building Works, the Owner must submit the following documents relating to the Building Works to the Owners Corporation for approval:

- (A) a Schedule of Works (if substantially amended from those set out in Enclosure 1);
- (B) structural specifications (if required); and
- (C) any other document reasonably required by the Owners Corporation.

3. APPROVALS

- (A) The Building Works must be compliant with Australian Standards.
- (B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;
 - (I) the relevant consent authority under the *Environmental Planning and Assessment Act* (if required); and
 - (II) any other relevant statutory authority whose requirements apply to the Building Works.

4. INSURANCE

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances, to the extent that each is required:

- (A) insurance required under the *Home Building Act 1989*;
- (B) contractors' all works insurance;
- (C) workers' compensation insurance; and
- (D) public liability insurance for the amount of no less than \$10,000,000.

5. PERFORMANCE OF WORKS

In performing the Building Works, the Owner must:

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;

- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory authority concerning the performance of the Building Works.

6. LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8. COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

9. OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

10. RIGHT TO REMEDY DEFAULT

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

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

Schedule of Works

Item 1: Upstairs Powder Room - new fittings Scope includes:

1. Remove and dispose taps and vanity.
2. Install new vanity and taps, toilet roll holder & towel rail.

Item 2: Ensuite Bathroom - enlarged, with addition of shower over bath

- Will include a bath/shower combo, vanity and toilet
- Supply and install new ceiling and cornices
- Paint ceiling and cornices

Scope includes:

1. Remove vanity, toilet and sprout fitting (taps). Remove bottom row of tiles and floor tiles in the bathroom floor.
2. Minor render and primer whole bathroom floor & bottom row of wall tiles.
3. Plumbing for bath/shower combo in ensuite bathroom
4. Supply and install primer (1 coat) and waterproofing coating (2 coats) to the floor, all walls inside shower and 150mm perimeter around bathroom and floor skirting
5. Retile walls to ceiling height using ceramic tiles (Includes extra for off cuts).
6. Retile floor using ceramic tiles -Total floor area to be tiled (Includes extra for off cuts).
7. Install vanity, bath/shower combo, toilet, tap fittings and shaving cabinet.
8. Remove and replace cornices and ceiling.
9. Re paint ceiling and cornices.
10. Supply and install new fully frameless shower screen bath panel Bath must be recessed with a tiled landing around bath

Item 3: Main Bathroom - to be made smaller, not include a bath

- main will only include vanity, shower and toilet
- Exhaust fan in main bathroom to be relocated
- Supply and install new ceiling and cornices
- Paint ceiling and cornices

Scope includes:

1. Remove -Vanity, toilet, bath, tap fittings, shower screen and dispose.
2. Remove floor tiles and cement bed in the bathroom and dispose.
3. Remove wall tiles and dispose
4. Prepare walls and floors for waterproofing -Render walls
5. Plumbing: -Relocate water point for new toilet -Fitout
6. Supply and install primer (1 coat) and waterproofing coating (2 coats) to the floor, all walls inside shower and 150mm perimeter around bathroom and floor skirting
7. Retile walls to ceiling height using ceramic tiles (Includes extra for off cuts).
8. Retile floor using ceramic tiles -Total floor area to be tiled (Includes extra for off cuts).
9. Install -Vanity, toilet, tap fittings, towel rail, toilet roll holder.
10. Remove and replace cornices and ceiling.
12. Re paint ceiling and cornices.
13. Supply and install new fully frameless shower screen.

Diagram 1: Proposed move of wall between ensuite and main bathroom

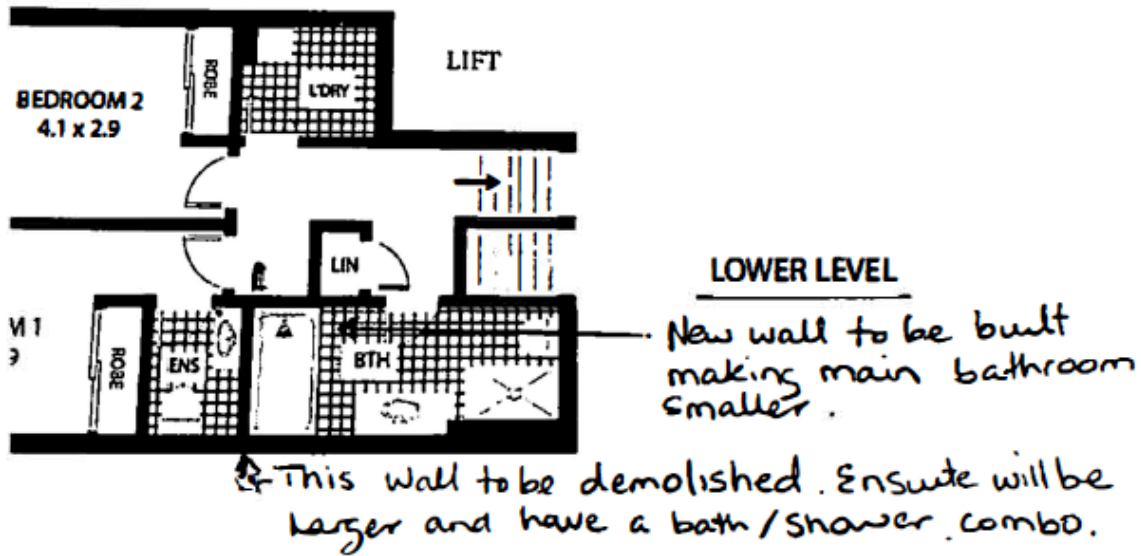
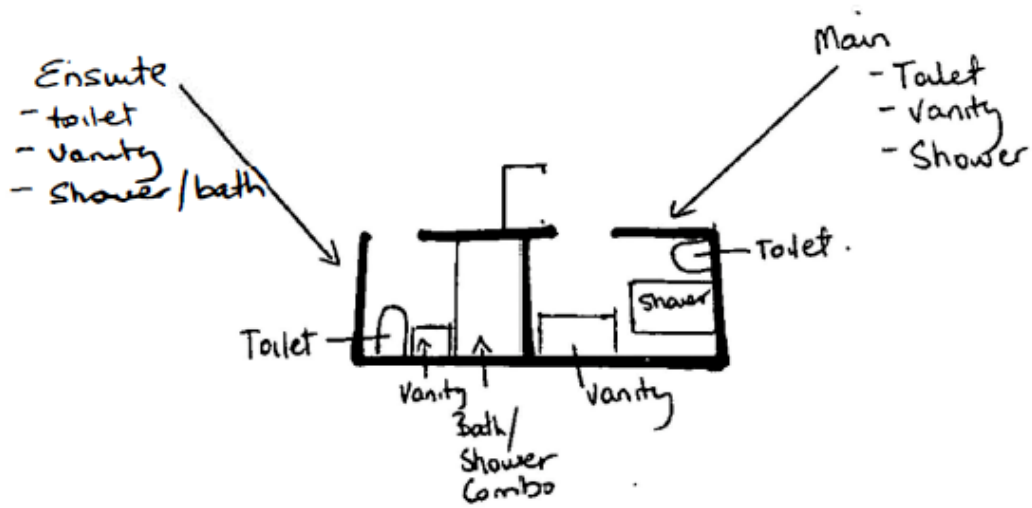


Diagram 2: High-level schematic of fittings in main bathroom and ensuite



SPECIAL BY-LAW 10 – Minor Renovations by Owners - Delegation of Functions

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

SPECIAL BY-LAW 11 – Short Term Letting

A by-law with respect to short term letting.

1. Short-term letting

1.1 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.

1.2 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.
- (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.

1.3 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.

1.4 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.

1.5 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) a reference to a document, includes any amendment, replacement or novation of it;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) 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";
- (f) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (h) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (i) a term defined in the Management Act or Development Act will have the same meaning.

1.6 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.

1.7 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act 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.

1.8 Definitions

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

common property means the common property in the strata scheme;

Development Act means the *Strata Schemes Development Act 2015*;

lot means a lot in the strata scheme;

Management Act means the *Strata Schemes Management Act 2015*;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

strata scheme means the strata scheme relating to the strata plan; and

strata plan means strata plan number 46580.

SPECIAL BY-LAW 12 – Surveillance and Privacy

1. This by-law is made for the purposes of managing, regulating and controlling the use, maintenance and storage of the Security System on the common property and Surveillance Recordings of activities on the common property.
2. For the purposes of this by-law, the following definitions apply:
 - a. "**Security System**" means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms (including all ancillary equipment) installed in the common property to provide security for all lot owners.
 - b. "**Security Recordings**" means either analogue or digital images or recordings of activities in the common property areas.

Powers & Duties of the Owners Corporation

3. The Owners Corporation shall have the power to install and maintain the Security System and any additional security devices in the common property and such signage as is appropriate to warn owners, occupiers and invitees that the common property is being monitored and the following additional powers, authorities, duties and functions:
 - (a) the power to enter into arrangements with third parties from time to time for the operation of the Security System and the installation, repair, reconfiguration or replacement of the Security System or any part of it;
 - (b) the power to replace or reconfigure the Security System from time to time as determined by the owners' corporation;
 - (c) the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;
 - (d) the duty to ensure that all Security Recordings are held at 152 Chalmers Street and secured within a locked room or held by a third-party security company offsite.
 - (e) the duty to ensure no owner or occupier can hold or access Security Recordings without the written consent of the owners' corporation, the strata committee being empowered to provide such consent. The exception being that either two strata committee members or the strata manager or a police officer may access the Security Recordings without prior strata committee approval.
 - (f) security recordings are only to be accessed or used for the purposes of determining a breach of the security or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for personal use of any owner or occupier

SPECIAL BY-LAW 13 – Smoke Drift in the Strata Scheme

1. An owner or occupier of a lot must not, and must ensure that a visitor or visitors to that owner's or occupier's lot do not, smoke anywhere on the common property.
2. An owner or occupier of a lot must not, and must ensure that a visitor or visitors to that owner's or occupier's lot do not:
 - a) Smoke on the balcony of, or elsewhere in, the lot in such a way that cigarette smoke is dispersed beyond the limits of the lot; or
 - b) Throw cigarette butts, cigarette ash or any other refuse from, or allow any such item to fall from, the balcony of the lot.
3. An owner or occupier of a lot must not, and must ensure that a visitor or visitors to that owner's or occupier's lot do not, throw or deposit cigarette butts, cigarette ash or any other refuse on the common property.
4. An owner or an occupier of a lot does not breach this by-law if:
 - a) A visitor or visitors to that owner's or occupier's lot smokes in the lot or upon the common property; and

- b) The owner or occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot or on the common property; and
- c) The owner or occupier of the lot upon becoming aware that the person was smoking in the lot or the common property asked the person either to stop smoking immediately, or to leave the property immediately, and the person did so.

SPECIAL BY-LAW 14 – Renovation Works at Lot 35

1. For the purposes of this by-law:

- 1.1 "**Act**" means the *Strata Schemes Management Act 2015* as amended and/or replaced from time to time;
- 1.2 "**Authority**" means any government, semi-government, statutory, public, private, or any other authority having any jurisdiction over the Lots or the Building, including the local council;
- 1.3 "**Building**" means the building and improvements on the land located at 156 Chalmers St, Surry Hills, New South Wales
- 1.4 "**Common Property**" means the common property in Strata Plan no. 46580
- 1.5 "**Costs**" means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;
- 1.6 "**Direction**" means a written direction from the Owners Corporation to the Owner relating to the Works and/or Remedial Works;
- 1.7 "**Future Owner**" means the registered proprietor of the Lot from time to time, succeeding the Owner;
- 1.8 "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
 - 1.8.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.8.2 any sum payable by way of increased premiums; and
 - 1.8.3 any costs or damages for which the Owners Corporation is or becomes liable;
- 1.9 "**Lot**" means lot 35 in the Strata Plan;
- 1.10 "**Owner**" means the registered proprietor of the Lot as at the date this by-law is registered, and with respect to clauses 6 to 15 inclusive includes the Future Owner;
- 1.11 "**Owners Corporation**" means the owners corporation known as The Owners-Strata Plan No 46580;

1.12 "**Remedial Works**" means the repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.13 "**Strata Plan**" means registered Strata Plan No 46580;

1.14 "**Works**" means the following renovation works to be carried out at the Lot:

BATHROOM

- Removal of existing wall tiles, floor tiles, bath, basin, toilet shower screen, tap ware and make good
- Installation of new floor screed
- Installation of new waterproof membrane
- Installation of new tiles to walls and floor
- Installation of new freestanding bath, toilet suite, basin, vanity, tap ware and shower assembly
- Installation of new shower screen and accessories

POWDER ROOM

- Removal of existing wall tiles, floor tiles, basin, toilet, tap ware and make good
- Installation of new floor screed
- Installation of new waterproof membrane
- Installation of new tiles to skirting, splash back and floor
- Installation of new toilet suite, basin, vanity, tap ware and shaving cabinet

LAUNDRY

- Removal of existing wall tiles, floor tiles, trough, tap ware and make good
- Installation of new floor screed
- Installation of new waterproof membrane
- Installation of new tiles to skirting, splash back and floor
- Installation of new cabinet, bench, sink & tap ware
- Installation of new cabinet to accommodate hot water service

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

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.
5. To the extent the Works involve additions to or alterations of the Common Property, the Works are approved for the purpose of section 108 of the Act.
6. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
7. The Works and Remedial Works must be carried out and completed:
 - 7.1 in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;
 - 7.2 with due skill and care;
 - 7.3 in compliance with the Building Code of Australia and any other Australian Standards as applicable;
 - 7.4 in compliance with all necessary approvals from any Authority;
 - 7.5 in keeping with the appearance of the Building in its style, colour, materials, and overall design;
 - 7.6 so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;
 - 7.7 in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;
 - 7.8 while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;
 - 7.9 while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - 7.10 while keeping all areas of the Building as clean and tidy as possible;
 - 7.11 while promptly repairing any damage to the Building caused by the Works and/or Remedial Works;
 - 7.12 in a way that does not interfere with the structural integrity of the Building; and
 - 7.13 in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris.
8. The Owner is responsible for and will bear all Costs.
9. In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owner is responsible for and will pay the Costs of rectifying the damage.
10. Where the Owners Corporation has incurred Costs on behalf of the Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the

Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

11. The Owners Corporation reserves the right to issue a Direction to the Owner to remove, repair, or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.
12. If the Owner fails to comply with a Direction within 3 months of the date of the Direction, the Owners Corporation may:
 - 12.1 enter any part of the Lot;
 - 12.2 carry out all work necessary to comply with the Direction; and
 - 12.3 recover from the Owner any Costs relating to the carrying out of the work, including charging them to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
13. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
14. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.
15. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

SPECIAL BY-LAW 15 – Lot 57 Renovations

Definitions

- 1.1 In this by-law, the following definitions apply:

Act means the *Strata Schemes Management Act 2015* and any Act amending or replacing the same and includes the regulations made thereunder.

Council means City of Sydney Council or any other relevant consent authority in respect of the Works including, without limitation and where applicable, an accredited certifier within the meaning of the *Environmental Planning and Assessment Act 1979*.

Lot means lot 57 in Strata Plan No. 46580.

NCC means the National Construction Code which incorporates the Building Code of Australia and the Plumbing Code of Australia.

Owner means the owner or owners for the time being of the Lot.

Works means and includes all of the building works described in clause 2.1

- 1.2 Where any word or phrase has a defined meaning in or for the purposes of the Act, that word or phrase has the same meaning in this by-law.

Grant of Special Privilege and Exclusive Use Right

2.1 On the conditions set out in this by-law, the Owner shall have a special privilege in respect of the common property to carry out, install, keep, maintain and replace (if necessary) building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property directly affected by the building works incorporating:

(a) Kitchen

removal of all the existing kitchen fixtures and fittings including the existing kitchen cabinets and joinery, benchtop, splash back, sink and tapware and appliances; installation of new kitchen fixtures and fittings including new kitchen cabinets and joinery, stone benchtop and splash back, stainless steel top mount double bowl sink and tapware, appliances (dishwasher, rangehood, oven and cooktop) and all required plumbing and electrical work within the Lot to make the new kitchen operational (no alteration of any existing common property pipes or wiring). Per the plans prepared by All-4-One Constructions Pty Ltd dated 4/11/20.

(b) Main Bathroom

de-fitting of existing bathroom; installation of a new waterproof membrane; installation of new floor and wall tiles (floor to ceiling); installation of new toilet, vanity, shower screen, shower mixer, basin mixer, shaving cabinet, towel rail, toilet roll holder and all other associated fixtures and fittings; installation of artificial quartz strip at entry of the main bathroom; installation of new free-standing bathtub and installation of new downlights.

(c) Entry Bathroom and 2nd Bathroom

de-fitting of existing bathrooms; installation of a new waterproof membrane; installation of new floor tiles; installation of 100mm tile skirting; repainting of walls and ceiling; installation of new toilet, vanity, towel rail, toilet roll holder and all other associated fixtures and fittings; installation of artificial quartz strip at entry of each bathroom (10mm higher than the bathroom floor) and installation of new downlights.

(d) removal and replacement of internal doors.

(e) removal and reinstallation of wardrobes being new mirrored sliding doors and white aluminium frames.

(f) removal of existing carpet and installation of new timber floor throughout the Lot.

(g) installation of soundproof insulation beneath the timber floor and tiles throughout the Lot.

(h) installation of timber skirting approx. 67x18mm throughout the Lot above floor tiles.

(i) removal of tiles from front foyer and kitchen area and installation of new replacement 600x600mm floor tiles.

(j) installation of new oyster light fitting in all rooms except bathrooms.

- (k) internal painting all walls, ceiling, doors and doorjambs in whole unit including entrance door and the staircase handrail.
- (l) removal and installation of new roller blinds throughout Lot.

Conditions of by-law

Prior to Undertaking Works

3.1 Prior to undertaking the Works the Owner must:

- (a) if the approval of the Council is required, obtain and provide to the Owners Corporation any required approval of the Council for the performance of the Works;
- (b) provide to the Owners Corporation an intended timetable for carrying out the Works including the proposed duration and times of the Works;
- (c) provide to the Owners Corporation the name and licensing details of the contractor(s) carrying out the Works;
- (d) obtain and provide to the Owners Corporation a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (ii) any insurance required in respect of the Works under Section 92 of the *Home Building Act 1989*; and
 - (iii) workers' compensation insurance in accordance with applicable legislation.

Performance of the Works

3.2 In carrying out the Works, the Owner must:

- (a) ensure that the Works are carried out in a proper and competent manner by licensed contractors in compliance with the NCC and the Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) comply with all reasonable directions of the Owners Corporation, either directly through its strata committee or through its strata managing agent including directions concerning the transportation of construction materials and equipment, debris, the protection of the building and cleaning;
- (c) take reasonable precautions to protect all areas of the building from damage caused by the Works and to keep them clean and tidy throughout the performance of the Works;
- (d) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;

- (e) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs; and
- (f) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Completion of Works

- 3.3 The Owner must inform the Owners Corporation when the Works have been completed within 14 days of such completion.

Liability

- 3.4 The Owner is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of or arising out of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

Other Rights and Obligations

- 3.5 The Owner must, at the cost of the Owner, properly maintain and keep the alterations and additions installed in the course of the Works and the common property directly affected by the performance and keeping of the Works in the Lot in a state of good and serviceable repair and must renew or replace it or them whenever necessary.
- 3.6 Subject to clause 3.5, the Owners Corporation remains liable for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property.

Costs

- 3.7 The Works must be undertaken at the cost of the Owner.
- 3.8 The Owner must pay the reasonable costs of the Owners Corporation incurred in registration of this by-law.

Consent to By-Law

- 3.9 The written consent of the Owner to the making of this by-law has been provided to the Owners Corporation.

Operation of By-Law

- 3.10 In the event of there being any inconsistency between this by-law and any other by-law in the strata scheme, this by-law shall prevail to the extent of that inconsistency.

SPECIAL BY-LAW 16 – Installation of Air Conditioning

That the Owners Corporation SPECIALLY RESOLVED pursuant to Sections 141 of the *Strata Schemes Management Act 2015*:

1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated

equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- a. The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - b. the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - c. the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme; The air conditioning unit must be installed to allow sufficient drainage through existing drainage egress on balconies. Water pooling on any exterior surfaces must be avoided and the cost of any water damage caused to common property may be charged to the owner of the lot.
 - d. the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - e. the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - f. the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property and must not exceed 35 decibels when in operation.
 - g. the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn and must be installed in accordance with the Building Code of Australia and applicable Australian Standards.
 - h. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - i. the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - j. the air-conditioner and all fillers must be regularly cleaned by the owner;
 - k. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
2. In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the

Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

SPECIAL BY-LAW 17 – Lot 34 Renovations

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 34 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) Renovation of kitchen, laundry, bathroom and ensuite. Replacement of all wall and floor tiles in wet areas with water membrane. Renovation of kitchen floor tiles, all carpets and lay laminated floating floors throughout with acoustic underlay with five-star rating, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot 34;
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) “Including” and similar expressions are not words of limitation;

- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
or
 - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
 - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
 - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
or,
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
 - (e) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. 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 the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;

- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate

prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

SPECIAL BY-LAW 18 – Lot 79 Renovations (added 14 June 2022)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 79 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) Renovation of Kitchen, Bathroom and Power Room, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot 79;
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) “Including” and similar expressions are not words of limitation;

- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
or
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
 - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
 - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
or,
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
 - (e) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. 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 the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;

- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

This is page 44 of a total of 44 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 46580 was affixed on the 29th day of June 2022 in the presence of:

Authority: Strata Managing Agent.....

Signature: .....
Electronic signature of me Paul Culbi
Affixed at my direction on 29/06/2022 at 3:50PM

Name: Paul Culbi.....



Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 46580..... was affixed on ^29/06/2022..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Paul Culbi..... Authority: Strata Managing Agent.....

Electronic signature of me Paul Culbi
Affixed at my direction on 29/06/2022 at 3:50PM

Signature: Name: Authority:

^ Insert appropriate date

