

BCS Strata Forster / Tuncurry

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29th of September 2025

Dear Owners & Letting Agents,

**RE: The Cove Plan Number 103122
50 Head Street, Forster New South Wales 2428**

We write as the Managing Agents for The Cove Plan Number 103122 on behalf of your committee in relation to

Please find attached a copy of the updated consolidated registered by-laws for The Cove which apply to all Owners, Occupiers including Tenants and Visitors.

Yours faithfully
for and on behalf of the plan
The Cove Plan Number 103122

Christine Clair
Licensed Strata Managing Agent

Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
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SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 008712

Land Registry Document Identification

AV444821

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP103122	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP103122
Other legal entity

Meeting Date

21/08/2025

Added by-law No.

Details Special By-law No. 2 and 3

Repealed by-law No.

Details NOT APPLICABLE

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. SP103122
Signer Name ASHLEY HOWARD
Signer Organisation KERIN BENSON LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/09/2025

ANNEXURE A to CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 103122

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Electronic signature of me
Christine Clair
affixed by me, or at my direction
on 22/09/2025

C. Clair



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Terms

Notes on by-laws

- A The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.
- B All Owners and Occupiers and the Owners Corporation must comply with the by-laws.
- C The Owners Corporation may amend the by-laws.

1. Definitions

Act means *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

Authority means any national, state or local government, semi-government, quasigovernment or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Automatic Fire Alarm Network Service Agreement means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and rescue NSW's automatic fire alarm system.

Balcony means the areas shown on the Strata Plan as being a balcony, terrace or courtyard or any other area having the attributes of a balcony, terrace or courtyard.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, Storage Areas and Common Property within the Scheme.

Business Day means any day that is not a Saturday, Sunday or a public holiday in the State of New South Wales.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Part 7, Division 3 of the Act.

Complex means all buildings and improvements within the Strata Plan.

Council means Mid-Coast Council or its replacement Council.

Divider means a screen, structure or device used for the purpose of creating a fence or door to separate the car parking space of a Lot from other Lots or Common Property.

Fire Alarm means a back-to-base fire alarm system installed on the Common Property.

Fire Alarm Costs means:

- (a) any charges imposed by Fire and Rescue NSW pursuant to the *Fire and Rescue NSW Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm;

- (b) any additional administrative fees associated with the charges referred to in paragraph (a) above, pursuant to the Automatic Fire Alarm Network Service Agreement.

Fire Rescue NSW means the department of government established by the *Fire Brigades Act 1989* or any other authority which replaces or performs that same function.

Fire Safety Management Plan means the plan prepared for the Building that documents the essential fire safety measures, maintenance and procedures to be followed to ensure the ongoing fire safety of persons within the Building.

Gymnasium and Swimming Pool Area means the Gymnasium and Swimming Pool.

Gymnasium means the gymnasium constructed on Common Property.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot;
- (b) for a Common Property Rights By-Law, the owner of the Lot benefiting from the by-law; and
- (c) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Penthouse means the lots situated on the top level of the Building.

Residential Lot(s) means all Lots in the Scheme.

Residential Lift(s) means the lift in the Scheme denoted as "Lift" in the Strata Plan.

Rooftop Area means the area on the roof of the building which is out of bounds subject to By-Law 41

Rules means the rules made by the Owners Corporation in accordance with the by-law 4,

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communications systems in the Building.

Site means the land comprising the Strata Plan.

Strata Committee means the strata committee of the Owners Corporation constituted pursuant to Part 3 Division I of the Act.

Strata Manager means the person appointed from time to time under Part 4 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

Swimming Pool means the swimming pool constructed on Common Property.

Unit Entitlement means the relative proportion of each Owner's share of ownership in the whole of the strata scheme,

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (d) an expression imparting a natural person includes any company, partnership, joint venture, association or other corporation and any governmental authority;
- (e) a reference to a thing includes part of that thing;
- (f) headings are for convenience and do not affect the interpretation of these by-laws; and
- (g) un-enforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

4. Rules

4.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Scheme and, in particular, the use of the Common Property.

4.2 Changing Rules

Subject to these by-laws (including any Common Property Rights By-Laws or special privilege rights of the Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

4.3 Owners' and Occupiers' obligations

The Owners and Occupiers must comply with the Rules.

4.4 Inconsistency with by-laws

If a Rule is inconsistent with the by-laws or the requirements of any relevant Authority, the by-laws or Authority requirements prevail to the extent of the inconsistency.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

- (a) An Owner or Occupier must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property.

- (b) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of Common Property.

7. Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property, except with the written approval of the Owners Corporation.
- (b) An Owner or Occupier must obtain the written consent of the Strata Committee for painting of any common areas on the Strata Scheme.
- (c) An approval given by the Owners Corporation under this by-law 7 cannot authorise any additions to Common Property.
- (d) This by-law 7 does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot;
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (e) 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.
- (f) Despite section 106 of the Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(d) that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law 7 that forms part of Common Property and that services the Lot.
- (g) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law 7 which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law 7, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law 7.
- (h) The costs of the Owners Corporation in removing and replacing that screen, structure or device will be a debt payable by the Owner to the Owners Corporation on demand.

8. Behaviour of Owners and Occupiers

- (a) 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.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) Unless accompanied by an adult exercising effective control, an Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or to be or to remain on Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10. 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.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing and curtains

- (a) An Owner or Occupier may not:
 - (i) dry, air or display clothing other than in areas designated for that purpose by the Owners Corporation;
 - (ii) without the consent of the Owners Corporation permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or
 - (iii) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.
- (b) The Owners Corporation will generally approve blinds which is in keeping with the rest of the Building.

13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law 14 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.

15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 7 days before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
 - (ii) repair any damage they (or the person making the delivery) cause to Common Property; and
 - (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
 - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
 - (iii) Owners or Occupiers may be prohibited from moving items through the foyer(s) of the Building and/or restricted to using the lift; and
 - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 7 days of the move being completed.

- (d) The Owners Corporation may appoint a Strata Manager to assist it to perform its functions under this by-law 15. If this happens, Owners and Occupiers must:
 - (i) make arrangements with the person so appointed when they move in or out of the Building; and
 - (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Building Manager (REPEALED)

17. Floor coverings

- (a) 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.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (i) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS I055-1997 and must comply with the requirement of the Building Code of Australia;
 - (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law 16 has been complied with,
- (d) By-law 17(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 17(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

18. Garbage disposal

18.1 Making rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Site.

18.2 Requirements for Residential Lots

Bottles and large items like Pizza boxes are NOT to be placed in the garbage chute on each floor. These items MUST be taken to the recycle bin located in the basement.

18.3 An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

- (a) must maintain such receptacles within the lot, or on such part of the Common Property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles 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 material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

18.4 An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles 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 material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

18.5 An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

18.6 The owners corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

19. Keeping of animals

- (a) Subject to section 139(5) of the Act, an Owner or Occupier may keep up to two small animals on its Lot or on Common Property, if the Owner or Occupier gives the Owners Corporation written notice that it is being kept on the lot.
- (b) The notice must be given not later than 14 days after the animal commences being kept on the lot.
- (c) If an Owner or Occupier of a lot keeps an animal on the lot, the Owner or Occupier must:

- (i) Keep the animal within the lot, and
 - (ii) Supervise the animal when it is on the Common Property, and
 - (iii) Take any action that is necessary to clean all areas of the lot or the Common Property that are soiled by the animal,
 - (iv) The animal is not permitted to enter the Gym or the Pool area
- (d) The written notice to the Owners Corporation must include:
 - (i) Details of the type and size (including weight) of the animal; and
 - (ii) a photograph of the animaland the Owners Corporation may refuse to allow an animal to be kept on the lot other than a:
 - (i) cat;
 - (ii) dog (other than a dangerous dog as defined in the *Companion Animals Act 1998*);
 - (iii) caged bird;
 - (iv) fish in a secure aquarium; or
 - (v) any other small animal approved by the Strata Committee.
- (e) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the Council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (f) An Owner and Occupier must ensure that its cat, dog or bird:
 - (i) is kept within the Lot whenever practicable;
 - (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property;
 - (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed; and
 - (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (g) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Strata Committee is entitled to request by written notice to the Owner or Occupier, that the animal be removed, following which the animal must be removed from the Lot and the Scheme within seven days.
- (h) Nothing in this bylaw overrides the operation of the *Companion Animals Act 1998*.

20. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
 - (ii) Satellite dishes or antennas.

21. Change in use of Lot to be notified

- (a) An Occupier of a Lot must notify the owners corporation if the Occupier changes the existing use of the Lot.
- (b) Without limiting clause 21(a), the following changes of use must be notified-
 - (i) a change 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),
 - (ii) a change to the use of a Lot for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
- (d) Where an Owner changes the use of a Lot for short-term or holiday letting, the Owner must ensure that a summary of the relevant By-laws, as provided by the Strata Committee of the Owners Corporation (which can be amended from time to time as required), are provided to their occupants as part of their welcome pack and / or a copy of the summary of relevant By-laws are kept within the lot for the occupant when entering the Scheme.
- (e) An Owner, and their Occupiers, must follow the By-laws for the Scheme and any other requirements required by any statutory or other authority, including the Code of Conduct for the short-term rental accommodation industry.

22. Fire safety

- (a) The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.
- (b) The Strata Committee must adopt the Fire Safety Management Plan for the Building and the Owners and Occupiers must comply with the Fire Safety Management Plan,
- (c) The Owners Corporation must comply with all relevant obligations prescribed by the *Environmental Planning and Assessment Regulation 2000* with respect to all matters concerning fire safety of the Building.

23. Prevention of hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

24. Selling and leasing activities

No signs may be erected or displayed on the external or internal of the Common Property or Balconies without the approval of the Owners Corporation

25. Security Keys

- (a) If relevant, the Strata Manager will issue security keys or swipes to the Owner of a Lot, but an Owner is not entitled to more keys or swipes than there are bedrooms in the Owner's Lot except in the case of a one bedroom Lot, where the entitlement is to two sets of keys or swipes.
- (b) The Strata Manager will charge a fee for each Security Key given and may charge a deposit, which will be retained by the Strata Manager if a Security Key must be replaced, and return that deposit if a Security Key or swipe is returned undamaged.
- (c) The Owner or Occupier of a Lot may not duplicate or copy the key or swipe,
- (d) If the Owner or Occupier of a Lot has damaged, lost or had its security key or swipe stolen, then the Owner must immediately notify the Strata Manager which will replace the key at the cost of the Owner.
- (e) The Owner or Occupier of a Lot will return any security key or swipe to the Strata Manager immediately on request.
- (f) The Owners Corporation is empowered to require an Owner or Occupier to complete and sign a Security Key Agreement which can include additional rules in respect of the use, issue, return and any other matters in respect of the keys or swipes issued by the Owners Corporation under this By-law, and this Security Key Agreement may be amended by the Owners Corporation from time to time as required.

26. Vehicles and parking areas

- (a) An Owner, or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) An Owner or Occupier of a Lot must only park in their Lot nominated car parking space.
- (d) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.
- (e) The Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

- (f) An owner or Occupier of a Lot must not at any time use any space or the Common Property for:
 - (i) Washing vehicles (other than the car wash bay area if available which is allocated as one of the visitors car parking spot); and
 - (ii) Repairing, modifying and/or maintaining any vehicle.

27. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which affects structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant Authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant Authorities and the Owners Corporation.

28. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

29. Annual fire safety certification

The Owners Corporation must certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

30. Noise control plant and machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

31. Public access

An Owner or Occupier will not obstruct a public access way with any materials, vehicles, refuse, skips or the like under any circumstances.

32. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or

Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier;
and

- (ii) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 32 are in addition to those that it has under the Act.

33. Cladding

The ExoTec™ Vero™ Farade Panel must be thoroughly washed down a minimum twice a year and as further documented and updated by James Hardie. This must be done by the Owner or Occupier of a lot and/or the Owners Corporation and documented and recorded to the requirements of James Hardie.

Where walls are protected by soffits above and where good rainfall will not wash down any area of the panel, the wash down twice per year is a maintenance requirement by the Owners Corporation. The wash down process entails the consistent flow of water over the face of the sheet, vertical and horizontal control joints in order to displace the build-up of any salt deposits. It is at the discretion of the responsible parties to do this in the most practical and safe manner available.

It is the responsibility of the Owner or Occupier of a lot and the Owners Corporation to continually update themselves on the minimum wash down and any other requirements by James Hardie as to not void warranty and extend the life of the cladding and the system as a whole. An Owner or Occupier of a lot must consent to the Owners Corporation complying with the requirements of this By Law including (but not limited to) allowing the Owners Corporation or a consultant paid by the Owners Corporation to access their lot for the purpose of completing the wash down process.

34. Use and maintenance of Balconies

- (a) An Owner or Occupier must not, without the written consent of the Owners Corporation, use Balconies or permit Balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:
 - (i) must be in keeping with the appearance of the rest of the Building; and
 - (ii) must not cause damage or be dangerous or have potential to cause damage or injury.
- (b) The Owner or Occupier of a Lot must at all times ensure that Balcony drainage is not blocked.
- (c) The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot and is responsible for the maintenance and repair of Balcony Fittings on the Balcony and must maintain the same in good condition.

35. False Fire Alarm

- (a) An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.
- (b) The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of by-law 35(a) by an Owner or Occupier.

- (c) The Owners Corporation may:
 - (i) demand payment from an Owner or Occupier for any money outstanding under this by-law 35 and recover this amount from the Owner or Occupier as a debt; and
 - (ii) include reference to the debt on notices under section 184 of the Act.

36. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must
 - (i) ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot;
 - (ii) not permit their Lot to be occupied by more adults than two adults per bedroom;
 - (iii) not permit any bedroom in their Lot to be occupied by more than two adults; and
 - (iv) have more than two beds (other than children's beds or bassinets) in any bedroom.

37. Service of documents on Owner of Lot by Owners Corporation

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

38. Access rights

For the purpose of Part 6 Division 4 of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 122 of the Act, if the Owners Corporation provides seven days written notice to the Owner or Occupier of its intention to so enter the Lot.

39. Lift

The Proprietor or Occupier of a lot should not allow the conveyance in the Lift of any object likely to damage or ditty the Lift.

40. Gymnasium and swimming pool area

- 40.1 The Owners Corporation continues to be responsible for the property maintenance and keeping of the Gymnasium and Swimming Pool Area in a state of good and serviceable repair.
- 40.2 The Owners Corporation may enter the Gymnasium and Swimming Pool Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 40.3 The following conditions apply to the use of the Gymnasium and Swimming Pool by the Owners and Occupiers of the Residential Lots:
 - (a) The Gymnasium and Swimming Pool may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the Strata Committee;
 - (b) Children under the age of 15 years of age may use the

Gymnasium and Swimming Pool only if accompanied and supervised by an adult;

- (c) Glass objects, drinking glasses, food and sharp objects are not permitted in the Gymnasium and Swimming Pool;
- (d) Running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool;
- (e) The Swimming Pool equipment must not, except with the approval of the Strata Committee, be interfered with, operated or adjusted;
- (f) Sports type footwear must be worn while using the Gymnasium;
- (g) All users must be appropriately attired whilst using the Gymnasium; and
- (h) All users must carry a towel.
- (i) All users must ensure that no water and sand are left in foyers and elevator and must dry off and remove all sand before entering the building.

40.4 A person on the Gymnasium and Swimming Pool Area with the express or implied consent of an Occupier or Owner, may use the Swimming Pool and Gymnasium provided they comply with any rules about the use of the Gymnasium and Swimming Pool Area.

41. Air-Conditioning Unit

- 41.1 The Occupier or Owner of a lot that uses an air-conditioning system is responsible for the costs of repair and maintenance for that air conditioning system.
- 41.2 The Occupier or Owner or a Contractor of an Occupier or Owner of a Penthouse will have access to the Rooftop Area for the purpose of servicing and repairing Air-Conditioning units.

42. Smoke Penetration

- 42.1 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- 42.2 An Owner or Occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the Owner or Occupier on the lot does not penetrate to the Common Property or any other lot.

43. Building Management Agreement (REPEALED)

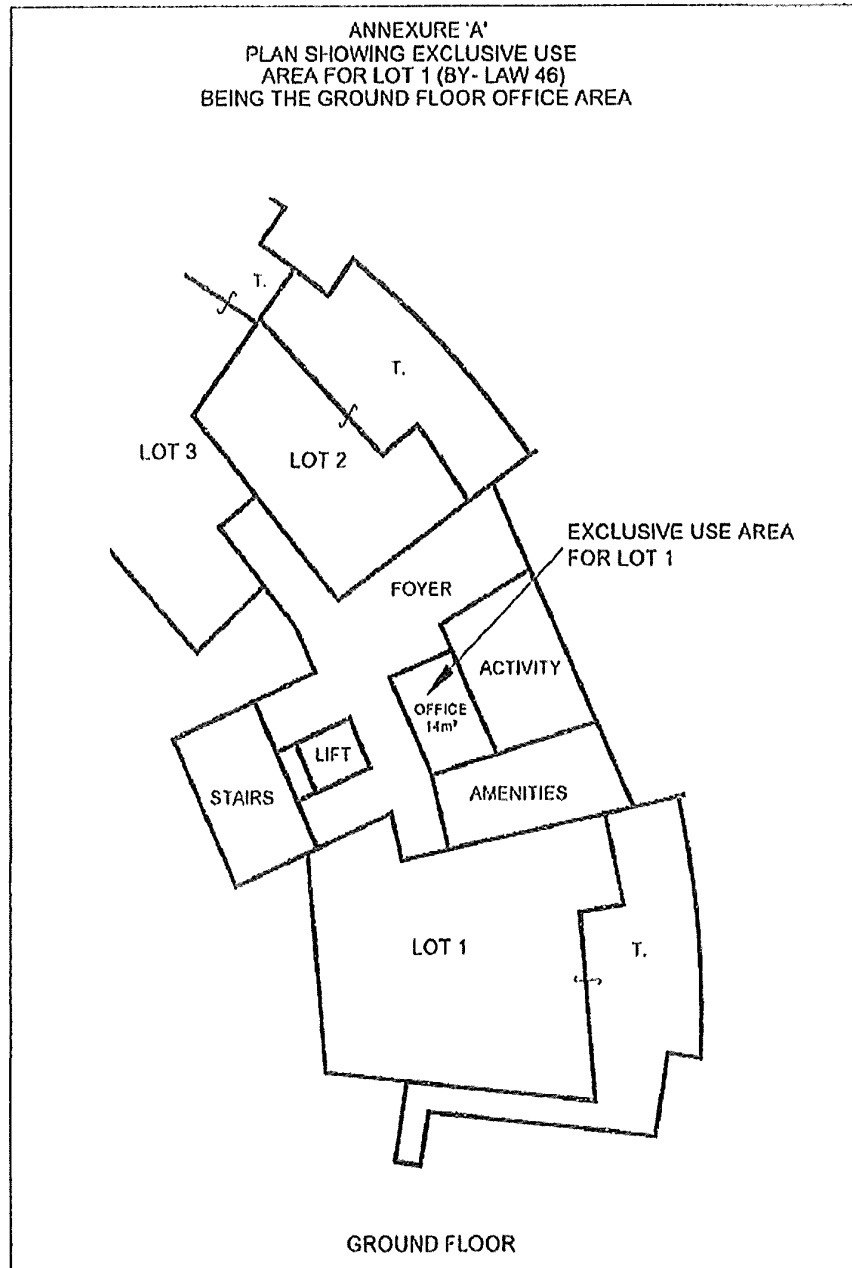
44. Letting Agreement (REPEALED)

45. Financier Deed (REPEALED)

46. Exclusive Use of Ground Floor Office Area - Lot 1

The owner of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the Common Property on the ground floor identified on the plan attached to these by-laws and only applies to the area defined as OFFICE and no other Common Property area, and marked "A", subject to the following conditions:

- (a) the Owner of Lot 1 is to use the area as an office/storage room for the conduct of building management and letting activities at the complex;
- (b) the Owner of Lot 1 is responsible for the maintenance and state of repair of the exclusive use area, excluding any maintenance or repair of a structural nature;
- (c) the Owner of Lot 1 must make good any damage to the Common Property occasioned by the exercise of any right or privilege referred to in this by-law;
- (d) the Owner of Lot 1 is entitled with any necessary consent of a government agency to make such alterations and conditions to the exclusive use area in conjunction with the exercise of rights referred to in this by-law. The Owners Corporation must consent to any application by the Owner to a government agency for development consent, building consent or other permit necessary or incidental to use of the rights and privileges referred to in this by-law.



Special By-law No. 1 - Charging of E-Bikes and E-Scooters (passed 27 November 2024)

1. An owner and/or occupier of a lot must not charge an electric bicycle or electric scooter or the like (“**E-Bike**”) or the lithium battery for an E-Bike in the strata scheme (including both on the common property and within individual lots).
2. An owner must ensure that this by-law is included as an express provision of any letting agreement entered into in relation to a lot within the strata scheme.
3. The terms of this by-law are required to preserve the health and safety of all owners and occupants.

Special By-law No. 2 - Recovery of Costs (passed 21 August 2025)

Definitions and Interpretation

1. In this by-law:
 - “**Act**” means the *Strata Schemes Management Act 2015*;
 - “**Lot**” means any lot in Strata Plan No. 103122;
 - “**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;
 - “**Tribunal**” means the NSW Civil and Administrative Tribunal.
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 Act; and
 - d. references to legislation includes references to amending and replacing legislation.
3. 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.

Liability and indemnities for damage to common property

4. If an Owner or any of the Owner’s invitees, guests, family agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the common property then such Owner will be liable for all costs and expenses associated with the repair, replacement or renewal of the common property provided those costs are reasonably incurred and are reasonable in nature.
5. If an Occupier or any of the Occupier’s invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the common property then such Occupier will be liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
6. An Owner is jointly and severally responsible and liable for any damage or interference (whether wilful or careless) to common property caused by its Occupier or any of the Occupier’s invitees, guests, family, agents, servants, employees or contractors and is liable for all costs and expenses associated with the repair, replacement or renewal of the common property provided those costs are reasonably incurred and are reasonable in nature.

7. The owners corporation may recover the cost of such damage or interference from the Owner as damages in a court of competent jurisdiction or the Tribunal (if it has jurisdiction) without first being required to take any court proceedings or steps to recover such costs and expenses from the said Occupiers, invitees, guests, family or contractors.
8. The Owner of a Lot must indemnify the owners corporation against any costs and expenses incurred by the owners corporation in repairing damage or interference to common property that is caused by:
 - a. the Owner or any of the Owner's invitees, guests, family agents, servants, employees or contractors; or
 - b. the Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors.

Obligations and liability for abandon rubbish or goods

9. An Owner or Occupier of a Lot or any of their invitees, guests, family agents, servants, employees or contractors must not deposit goods (whether wilfully or carelessly) on the common property.
10. If an Owner or Occupier of a Lot or any of their invitees, guests, family agents, servants, employees or contractors deposits rubbish or furniture (whether wilfully or carelessly) on the common property then such Owners or Occupiers will be liable for the reasonable costs and expenses incurred by the owners corporation in removing these items.
11. Each Owner and Occupiers acknowledges if goods are deposited on the common property for more than 72 hours ("**Uncollected Goods**") then this by-law operates as an agreement under section 6 (1) of the *Uncollected Goods Act 1995* entitling the owners corporation to:
 - a. collect the Uncollected Goods and notify the owners and occupiers of their obligation to retrieve the stored items within a period of 72 hours;
 - b. lawfully dispose of or sell the Uncollected Goods in accordance with Part 3 of the *Uncollected Goods Act 1995* obtain reimbursement for the reasonable costs incurred by the owners corporation in disposing of said items and returning any excess profits to the delinquent Owner or Occupier.
12. For the avoidance of doubt, the owners corporation is not, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, or damage that results from the custody of Uncollected Goods after the period identified in clause 11(a) of this by-law has expired.

Obligation to carry out works

13. Within the meaning of section 120 of the Act, if an owner or occupier of a lot fails to conduct work required by law or as a condition under this by-law to fulfill their obligations, then the Owners Corporation may carry out that work and seek reimbursement for the reasonable costs and expenses incurred. For the avoidance of doubt, this includes remedial works to maintain and repair the common property of the scheme under section 106 of the Act.

Obligation to enforce terms of lease

14. By reason of operation of the Act there is an implied covenant by the lessee in a lease of a lot to comply with the by-laws of the strata scheme.
15. If a lessee of a lot breaches the by-laws of the strata scheme then such breach is also a breach of the lease. In the event of the lessee of a Lot breaching the by-laws of the strata scheme the

Owner of the Lot must take such reasonable steps as are necessary to enforce the terms of the lease including by exercising all rights and remedies that may be available.

16. The obligations in clause 15 of this by-law do not interfere with or otherwise restrict the owners corporation's rights to enforce this by-law as against the lessee.

Failure to comply with this by-law

17. Any liability of an Owner or Occupier to pay costs and expenses under this by-law or to indemnify such costs and expenses is due and payable within 30 days of written demand or at the direction of the owners corporation. If such debt, is not paid within 30 days it will bear simple interest at the annual rate of 10% per annum until paid.
18. 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 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).
19. Nothing in this by-law restricts the rights of or remedies available to the owners corporation as a consequence of a breach of this by-law.

Severability

20. To the extent that any term herein is inconsistent with the Act or any other law it is to be severed, and the remaining terms herein will be read and enforceable as if so consistent.
21. To the extent that a 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 No. 3 - Cladding By-Law (passed 21 August 2025)

1. The owner or occupier of a lot in their use and enjoyment of the lot and the common property must not do anything or permit any visitors to that lot to do anything, that:
 - a. damages, interferes with, impedes or otherwise violates the warranty conditions of the external cladding servicing their lot.
 - b. damages, interferes with, obstructs or impedes the common property or any personal property vested in the owners corporation; or
 - c. breaches, or causes the owners corporation to be in breach of any applicable law.
2. Without limiting the foregoing, owners and occupiers of lots must exercise due care and skill to prevent the occurrence of damage or any breach of the kind referred to in clause 1 of this by-law.
3. Owners and occupiers of a lot must:
 - a. pressure wash, clean, and otherwise maintain the external cladding that services their lots at least once every six months;
 - b. upon request, promptly provide the owners corporation with details of each pressure wash to enable the owners corporation to keep a register;
4. Where a lot owner or occupier has failed to provide details to the owners corporation as required by clause 3 of this by-law the owners corporation may:
 - a. Service a notice:
 - i. requiring the lot owner or occupier to provide details of the most recent pressure wash of the external cladding servicing their lot; and

- ii. advising of the Owners Corporation's intention to enter the lot to conduct a pressures wash of the external cladding if it does not receive a response from the lot owner or occupier to the effect that they have, or have caused, the external cladding to be pressure washed in the last 6 months; and
 - iii. advising of the owners corporation's anticipated costs of entering the lot to conduct a pressure wash;
 - b. Where the owner or occupier has failed within 30 days after service of the notice to provide details, or has provided those details and has not pressure washed the external cladding servicing the lot within the last 6 months then the owners corporation may enter the lot to do so and recover its reasonable costs of doing from the lot owner or occupant provided that those costs are not more than the amount included in its notice under clause 4(a) of this by-law.
5. The owners corporation is to keep a register containing the date each lot owner or occupier conducted or caused each pressure wash of the external cladding for the purposes of its compliance with the builders or manufacturer's warranty.
6. The owners corporation may, but is not obliged to, enter into agreements under section 117 of the Strata Schemes Management Act 2015 to pressure wash the external cladding servicing a lot with an owner or an occupier.
7. The rights and obligations in this by-law are in addition to those contained in by-law 33.

Electronic signature of me
Christine Clair
affixed by me, or at my direction
on 22/09/2025

C. Clair



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP103122

(B) **LODGED BY**

Document Collection Box	Name	Andrew Fairfield	
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	E-mail	andrew@kerinbensonlawyers.com.au	Contact Number (02) 8706 7060
	Customer Account Number (IF APPLICABLE)	Reference	008712
			CODE CH

- (C) The Owner-Strata Plan No. 103122 certify that a special resolution was passed on 21/8/2025
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law No.2 and 3
Amended by-law No. NOT APPLICABLE
as fully set out below :
For Special By-law No. 2 see Annexure A pages 21 to 23;
For Special By-law No. 3 see Annexure A pages 23 to 24.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 103122 was affixed on 22/09/2025 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 : *C. Clair*

Name : Christine Clair

Authority : Strata Managing Agent

Electronic signature of me
Christine Clair
affixed by me, or at my direction
on 22/09/2025

Signature :

Name :

Authority :



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007