

Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/5943

Land Registry Document Identification

AU28260

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP77595	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP77595
Other legal entity

Meeting Date

08/02/2024

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-law No.9

Amended by-law No.

Details N/A

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. SP77595

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 30/04/2024

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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/SP77595

(B) **LODGED BY**

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	Customer Account Number	135632E	Reference	BLA/5943

- (C) The Owner-Strata Plan No. 77595 certify that a special resolution was passed on 8/2/2024
- (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. _____
- Added by-law No. Special By-law No.9
- Amended by-law No. _____
- as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 77595 which includes new Added Special By-law No.9 starting from Page 24 of 25 respectively.

- (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 1.
- (G) The seal of The Owners-Strata Plan No. 77595 was affixed on 30th APRIL 2024 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 :

Authority :

Signature :

Name :

Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 77595

STRATA SCHEMES MANAGEMENT ACT.1996

Strand

21-25 Head Street, Forster

1. NOISE

An Owner or Occupier of a Lot, or any invitee of an owner or occupier of a lot, must not create any noise on the lot or the common property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using common property.

2. VEHICLES, ACCESS AND TRAFFIC CONTROL

2.1 An Owner or Occupier of a Lot must not park or stand any motor vehicle or other vehicle on common property except with the written approval of the Owners Corporation.

2.2 An Owner shall be issued with a Security Device to gain access to their Lot, the common property and carpark in the building. An Owner may be required to pay the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device.

2.3 An Owner or Occupier shall access and use the common property and carpark at their own risk.

2.4 An Owner or Occupier shall ensure that at no time shall a vehicle exceeding the length and/or height and/or width nominated by the Owners Corporation, be driven onto the common property.

2.5 An Owner or Occupier shall comply and ensure compliance of its invitees with all parking, limitations, directional and speed limit signs erected or stipulated by 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

5.1 An Owner or Occupier of a Lot must not: (a) cover or obstruct skylights, windows or other means of illumination to the Parcel (including the common areas); or

(b) 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.

5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an Owner or person authorised by the Owners Corporation 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.

5.4 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.

5.5 Despite Section 62, the Owner of a Lot must: (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the Lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5.3 that forms part of the common property and that services the Lot.

6. PRESERVATION OF FIRE SAFETY

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 in the parcel or to reduce the level of fire safety in the lots or common property.

7. BEHAVIOUR OF OWNERS AND OCCUPIERS AND INVITEES

(1) An Owner or Occupier of a Lot, or any invitee of 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.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier;

a) 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 and

b) without limiting paragraph (a), that invitees comply with clause (1)

8. CHILDREN PLAYING ON COMMON PROPERTY

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 the swimming pool, the water features, laundry areas, car parking area or other area of possible danger or hazard to children.

9. 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 to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using common property.

10. DEPOSITING RUBBISH AND OTHER MATERIALS 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 any person lawfully using common property.

11. 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.

12. 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, however, an Owner or Occupier does not have to clean the glass in windows or doors that it cannot access safely.

13. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

13.1 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.

13.2 This by-law does not apply to chemicals, liquids or 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.

14. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PORPRTY

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 so as to allow a representative to be present at the time when the Owner or Occupier does so.

15. FLOOR COVERINGS

15.1 General Obligation

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.

15.2 Changes to Floor Coverings

An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any soft flooring and/or hard flooring on the lot, and obtain written approval of the Strata Committee of the Owners Corporation as required in with Special By-law 7 – Minor Renovations by Owners. Laying carpet is considered “cosmetic work” under Section 109 of the Strata Schemes Management Act 2015 and does not require the approval of the Owners Corporation.

15.3 An owner or occupier of a lot must complete a Minor Renovations Application- ANNEXURE A in accordance with special By-Law 7 – Minor Renovations by Owners applicable to the strata scheme prior to replacing or installing soft or hard any hard flooring (other than carpet) on the lot and provide all details and specifications of the proposed flooring and underlay or acoustic underlay, at least 21 days prior to the commencement of any works and obtain the written approval of the Strata Committee.

15.4 The owner or occupier must ensure that any change to hard flooring must meet with the following criteria:

a) weighted standardized impact sound pressure level $L'_{nT,w}$ must not exceed 50dB when measured in situ in accordance with Australian Standard ‘AS ISO 140.7-2006 Field measurements of impact sound insulation of floors” and rated to AS ISO 717.2- 2004” Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation, or

b) In accordance with the Association of Australian Acoustical Consultants (AAAC) must have a star rating of 4 stars or higher rating with regard to the AAAC Star rating for Floor Impact Isolation.

15.5 The installation of all forms of soft flooring –

a) Installation must include suitable underlay as recommended by the manufacturer to ensure the sound transmission to other lots is in keeping with specified standards.

b) The floor covering that is to be installed must be compliant. To ensure that this is the case, owners should request certificate from their supplier that the system will satisfy requirements for sound insulation of floors in Class 2 buildings as specified in Clause (4). On completion the Owner should obtain a certificate from the installer that the floor has been installed to the suppliers specifications.

15.6 The owners corporation is empowered to require an inspection and testing by an acoustic engineer or expert approved by the owners corporation (at the cost of the owner) to ensure that any proposed hard flooring or surface shall meet the required standard as specified in clause (4) above

15.7 This By-law also applies in conjunction with the requirements in other applicable By-laws of the Strata Scheme, Special By-law 7 – Minor Renovations by Owners which includes enduring obligations in respect of maintenance and repair, liability and indemnity and repair for damage.

15.8 The Owner should ensure that any changes to the hard flooring on the lot is insured as part of the lot owners home and contents insurance policy. The insurance policy maintained by the Owners Corporation does not include floor covering.

15.9 For the purposes of this by-law “hard flooring” means floating timber or vinyl plank floors, tile floors and any other flooring such as timber, ceramic or other floor finish (other than soft flooring) that replaces or is laid on top of the existing flooring on the lower boundary of the respective lot. Hard flooring includes any acoustic underlay installed, attached and or affixed on the lower boundary of the

lot. Hard flooring does not include the flooring in the bathrooms, lavatory, laundry and balcony of the lot, provided that such a room is in its original location in the lot.

15.10 For the purposes of this by-law "soft flooring" is any type of flooring (other than carpet) able to be rolled such as rubber & vinyl that replaces the existing floor covering on the lower boundary of the respective lot, including underlay installed, attached and or affixed on the lower boundary of the lot.

15.11 Owner should be aware that failure to adhere to any of the conditions listed in this by-law may lead to the removal of the floor covering or necessary alterations to the floor covering, including the underlay, to ensure compliance with this by-law. Any such cost in respect to this clause are the responsibility of the offending lot owner.

16. GARBAGE DISPOSAL

16.1 An Owner or Occupier of a Lot must: (a) Dispose of general waste by placing it in the garbage chute on their floor and recyclable waste by placing it in an appropriate container in the garbage enclosure located adjacent to the garbage chute on each floor.

(b) Ensure that before refuse is placed in the garbage chute it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) Promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled

(d) To the extent that the use of the Lot generates waste which:

i. Because of its nature cannot be disposed of by mean of the general or recyclable waste services or
ii. in the opinion of the Owners Corporation, is of a type or volume that would involve the use of the garbage disposal facilities to an extent that would exceed the proportionate allowance (calculated on a proportionate unit entitlement basis) for the Lot's use of those facilities, at its costs cause such waste to be removed in a timely manner and in accordance with all applicable laws, and

(e) Comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.

17. KEEPING AN ANIMAL

17.1 This by law is made subject to the provisions of the:

Strata Schemes Management Act 2015 (NSW)

Strata Schemes Management Regulations 2016 (NSW)

17.2 For the purpose of this By Law an "applicant" must be either:

(a) An Owner of a lot within the Strata Scheme or:

(b) A Tenant of a lot, with the written approval of the lot owner within the Strata Scheme, who occupies the lot pursuant to lease or license of not less than 6 months duration.

17.3 An applicant may keep an animal within his or her lot subject to:

(a) Submission to the owner's corporation of a written application to do so in the form of Annexure "D" to these bylaws.

(b) The grant of approval by the owner's corporation, which approval shall not be unreasonably withheld;

(c) Continuing observation of this by law.

17.4 If an applicant is granted approval to keep an animal under this By Law the applicant must:

(a) Be the owner of the animal.

(b) Keep the animal within the lot, whenever the animal is not entering or leaving the building.

(c) Carry or restrain the animal on a short leash when in the elevator or on the common property.

(d) Ensure the animal is not taken on any common property, save for when entering or leaving the building by the most direct route possible to:

- Head Street, via the elevator, fire stairs and southern end of the foyer, or
- North Lane, via the elevator, fire stairs and basement.

(e) Ensure the animal does not cause any form of nuisance to the other owners and occupiers of lots (including by noise, odour, excrement, temperament or damage to common property).

(f) Advise the Strata Manager should the animal no longer be in the care of the owner.

18. APPEARANCE OF LOT

18.1 The Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, install or 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.

18.2 The Owner or Occupier of a Lot must keep clean the interior and exterior of the Lot.

18.3 The Owner or Occupier of a Lot must not: (a) Operate or permit to be operated on the Parcel any radio, two way radio, short wave radio, transmitter, receiver, telecommunications device or electronic equipment so as to interfere with any appliance or apparatus (including without limitation, a computer or a radio or television receiver) lawfully in use on the common property or in any other Lot;

(b) Attach to or hang from the exterior of the building any radio, or television aerial, satellite dish or any receiving or transmitting device, security device or wires on the exterior of their Lot or on common property; or

(c) Install, fit, remove or alter any peephole device, lock or other door hardware which will reduce the fire rating of the entrance door to any Lot below the rating required by the Building Code of Australia for such entrance door.

19. NOTICE-BOARD

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

20. CHANGE IN USE OF LOT TO BE NOTIFIED

20.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot

20.2 Without limiting clause (1), the following changes of use must be notified:

a) 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)

b) a change to the use of a lot for short-term or holiday letting

20.3 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences

21. USE OF CARPARKING SPACES

21.1 An Owner or Occupier of a Lot can only use the car parking space/s attached to his or her Lot (if any) for the purposes of parking motor vehicles.

21.2 An Owner or Occupier of a Lot must not enclose a car parking space and must not do anything to impede vehicular and pedestrian access by another Owner or Occupier or invitee to and from the carpark.

21.3 An Owner or Occupier of a Lot may not use any power point located within the car parking space attached to his or her Lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by Owners or Occupiers for small appliances and on a short term basis.

21.4 The Owners Corporation has the right to use any power source located within a Lot provided that use complies with the restrictions imposed by by-law 21.3.

22. CURTAINS

Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured pale grey unless authorised in writing by the Owners Corporation.

23. STRUCTURAL SUPPORT IN BUILDING

An Owner or Occupier must not carry out an alteration to any part of the Building which renders 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 written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

24. SIGNAGE

24.1 Subject to 24.2, an Owner or Occupier of a Lot must not place or attach any display advertisement or sign within or attached to common property or on or within a Lot so that it is visible from outside the Lot except: (a) Advertisements or signs erected by the Original Owner for a period of 12 months following registration of the strata plan.

24.2 By-law 24.1 does not apply to advertisements or signs erected by the Original Owner for a period of 12 months following registration of the Strata Plan.

25. PARKING AND DELIVERIES

Owners and Occupiers of Lots must ensure that all deliveries, particularly deliveries by removalist trucks, are made from common property in the Building.

26. AIR CONDITIONING

26.1 The Owner for the time being of each Lot in the Strata Scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being: (a) The roof, wall and/or ground where the Air Conditioning System serving that Owner's Lot is mounted.

Subject to the due observance and performance by each Owner with the conditions in by-law 26.2.

26.2 The Owner must: (a) Be responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the Air Conditioning System without expense to the Owners Corporation.

(b) Bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the Air Conditioning System including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the Air Conditioning System; and

(c) Ensure that the Air Conditioning System complies at all times with appropriate council and statutory regulations regarding maximum noise emission so that it remains sound complaint and does not unreasonably disturb any other Owners or Occupiers in the Strata Scheme.

26.3 The Owners Corporation will not be responsible for performance of its duties under the Strata Schemes Management Act 1996 in respect of any Air Conditioning System.

26.4 The Owners Corporation may resolve to appoint a common maintenance contractor for the Air Conditioning System for every Lot.

27. BALCONIES & TERRACES

27.1 Any planter boxes built into the Lot or installed on the boundary of the Lot must be maintained by the Owner unless: (a) Such planter boxes or part thereof cannot be safely accessed by the Owner or Occupier of the Lot; and/or

(b) The Owners Corporation resolves that it will keep such planter boxes maintained; and/or

(c) The nature or location of such planter boxes is such that to maintain the standards and appearance of the Building, it is necessary for the Owners Corporation to keep and maintain the planter boxes.

The Owner or Occupier must provide the Owners Corporation access to the balcony or terrace to maintain any planter boxes or plants which by virtue of this by-law 27.1, that the Owners Corporation desires or is required to maintain.

27.2 Planter boxes, plants and landscaping, occasional outdoor furniture and barbeques may be kept on the balcony or terrace of a Lot provided: (a) It is of high quality and finish commensurate with the standard and quality of the building;

(b) It is in keeping with the appearance of the Building; and

(c) It will not (or is not likely to) cause damage; and

(d) It is not (or is not likely to become) dangerous.

27.3 The Owner and Occupier of a Lot must properly maintain the occasional furniture on the balcony or terrace and ensure that the furniture is adequately secured and clean and tidy at all times.

28. USE OF THE RECREATION AREA AND RECREATION FACILITIES

28.1 An Owner and Occupier may use the Recreation Area and Recreation Facilities according to the terms of this by-law.

28.2 An Owner and Occupier may allow their visitors to use the Recreation Area and Recreation Facilities provided the Owner and Occupier accompany them at all times.

28.3 An Owner and Occupier may use: (a) The Recreation Facilities only during 8.00am and 8.30pm Mondays to Sundays (or such other times approved by the Owners Corporation); and

(b) The Recreation area other than the common property swimming pool and spa during the hours nominated by the Owners Corporation.

28.4 An Owner and Occupier must: (a) Ensure that an adult exercising effective control accompanies children under 12 who are in the Owner and/or Occupiers care when the children are in the Recreation Area or using the Recreation Facilities;

(b) Comply with any rules the Owners Corporation makes about the number of visitors you may bring into the Recreation Area or allow to use the swimming pool and spa at the same time;

(c) Be adequately clothed when you are in the Recreation Area or using the Recreation Facilities;

(d) Leave the Recreation Facilities clean and tidy after use; and

(e) Remove rubbish from the Recreation area.

28.5 An Owner and/or Occupier must not: (a) Hold a party or other function (eg: swimming classes) in the Recreation Area or Recreation Facilities without the consent of the Owners Corporation;

(b) Do anything that might be dangerous when you are in the Recreation Area or use the Recreation Facilities (eg: diving in or running around the swimming pool or spa);

(c) Make noise or behave in a way that might interfere unreasonably with the use and enjoyment of the Recreation Area or the Recreation Facilities by another Owner or Occupier;

(d) Bring glass into the Recreation Area (eg: drinking glasses or bottles); or

(e) Interfere with, operate or adjust pumps or other equipment servicing the swimming pool and spa in the Recreation Area.

28.6 The Owners Corporation must regularly clean, maintain, repair and, where necessary, replace the Recreation Area and Recreation Facilities. The Owners Corporation's obligations under this by-law include, but are not limited to: (a) Conducting periodic tests of the pool water in the common property swimming pool and spa for its suitability for bathing purposes; and

(b) Complying with any requirements of council or government agencies and authorities in relation to the Recreation Area and Recreation Facilities.

29. EXCLUSIVE USE

29.1 The Owners or Occupiers for the time being of lots comprised in the Strata Plan will be entitled to the right of exclusive use and enjoyment of the following items of common property which are attached to each Owner's Lot: (a) All doors;

(b) All windows;

(c) Flyscreens; and

(d) All locks, latches and catches on all doors and windows;

29.2 Such Owners and Occupiers will be severally responsible for the proper maintenance and the keeping in a state of good and serviceable repair of each one of the above items and liable to pay for their maintenance and repair.

29.3 Where the Owners or Occupiers of those lots are liable under this by-law to pay any money either to the Owners Corporation or directly to any other person for or towards the maintenance and repair of such item of common property referred herein, then such money (being the actual cost incurred by the maintenance or repair for such items, including any GST or other taxation), must be paid to the Owners Corporation or directly to that person.

29.4 The Owners Corporation must be notified by an Owner or Occupier of any maintenance or repair requirements which depart from the regular maintenance and must seek written approval from the Owners Corporation, which can be unreasonably withheld, to carry out maintenance or repair which would substantially change the original condition of an item.

29.5 If the Owners Corporation, after inspection, decides that a particular Lot has not been properly maintained or kept in a state of good repair all or any of the above items, it shall notify such Owner or Occupier and allow 14 days for the maintenance or repair to be carried out.

29.6 In the absence of such action at the end of such period then the Owners Corporation may carry out the necessary repair and the cost will be payable by such Owner or Occupier to the Owners Corporation.

30. RULES

30.1 The Owners Corporation may by special resolution make Rules relating to matters associated with: (a) The use and management of the Building;

(b) The security and control of the Building;

(c) The manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);

(d) The type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;

(e) The manner of enclosing car spaces;

(f) The appearance of Lots;

(g) The appearance of the Building;

(h) The type of furniture and other items which are prohibited from being placed on balconies and terraces;

(i) The hours of use of the Recreation Area and Recreation Facilities including the number of people which can use the Recreation Area and Recreation Facilities at the same time; and

(j) Any other matter determined by the Owners Corporation.

30.2 The Owners Corporation may by special resolution amend or replace any Rule.

30.3 Owners and Occupiers are bound by the Rules, provided that a copy of the Rules has been provided to Owners and Occupiers

30.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

30.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules to the Occupier within 7 days of receiving a copy from the Owners Corporation.

31. DICTIONARY

Air Conditioning System means the Owner's air conditioning unit and condenser including all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with the Owner's air conditioning unit and condenser (Air Conditioning System)

Building means the building constructed at 21-25 Head Street, Forster comprising the Garden Apartments and the Tower Apartments together with basement parking and outdoor areas.

Lot means a Lot in the Strata Scheme.

Management Act means the Strata Schemes Management Act, 2015 as amended from time to time..

Occupier means the occupier, lessee or licensee of a lot.

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor of a Lot of the mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the building.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Recreation Area means the common property swimming pool and spa located on the common property in the Strata Scheme and includes the outdoor area immediately surrounding the common property swimming pool area.

Recreational Facilities means the common property facilities located in the Recreation Area including:

- (a) The common property swimming pool;
- (b) The common property spa;
- (c) The common property grassed area and water feature adjacent to the common property swimming pool and spa;
- (d) The common property pumps and other equipment associated with the use, operation, maintenance and repair of the common property swimming pool and spa.

Rules mean the rules made by the Owners Corporation in accordance with by-law 30 (as they may be amended or changed).

Security Device means any key, swipe card, remote control or other device to operate doors, gates, locks, alarms and security systems within the strata scheme.

Strata Scheme means the Building and complex comprised in strata scheme number SP 77595.

SPECIAL BY-LAW 1:

Specially Resolved that Special By-Law No.1 – Costs for rectification of damage be created in the following terms:-

1. Definitions

“Costs” means the costs and expenses incurred in carrying out the works;

“Damage” means any damage and/or defacement to any lot and /or common property including but not limited to any fixture, fitting, structure, lawns, landscaping, equipment and/or plant;

“Liable Owner” means the registered proprietor of the lot who causes or whose tenants or invitees cause, the Damage, and extends to any mortgagee in possession, assignees or successors in title.

“Lot Owner” means any Owner of a lot, that Owner’s tenants and/or invitees and extends to any mortgagee in possession, assignees or successors in title;

“Works” means the rectification or replacement of any damage including any demolition and removal of debris where required, whether undertaken at the request of the Owners Corporation or any individual lot Owner.

Where any terms used in this by-law are defined by the Strata Schemes Management Act 1996 (Act) they will have the same meaning as those words are attributed to under the act.

2. Scope of By-Law

2.1 Where any damage is caused by a lot Owner, the liable Owner will be liable to pay the costs to the Owners Corporation.

3. Conditions

3.1 The Owners Corporation will:

3.1.1 Provide the Liable Owner with a written notice of the damage caused and its intention to seek the costs from the liable Owner.

3.1.2 Obtain a written quote from a reputable person or company as to the costs; and

3.1.3 Provide the liable Owner with a copy of the quote for the costs 7 days prior to its intention to commence the works or 3 days prior to its intention to the works in the case of an emergency.

4. Obligations of the liable Owner

The liable Owner will attend to payment of the costs to the secretary of the Owners Corporation on the day the works are to be commenced by way of cash or unendorsed bank cheque.

5. Failure to pay the costs

5.1 if the liable Owner fails to pay the costs in accordance with clause 4 of this By-Law the Owners Corporation can, but is not obligated to pay the costs from the sinking fund;

5.2 Payment of the costs by the Owners Corporation will not constitute any waiver of the liable Owners liability and the Owners will be authorised to take any permitted under the Act to recover the costs from the liable Owner;

5.3 If the Owners Corporation takes action in with clause 5.2 of this by-law then the liable Owner will also be liable for the legal and any other costs of that action incurred by the Owners Corporation on an indemnity basis;

SPECIAL BY-LAW 2: TRAILER SPACES

Specially resolved that Special By-Law 2. – Common Property trailer spaces be in the following terms:- The trailer spaces can only be used for the parking of trailers and then only on a casual basis. Cars and bikes are not permitted to park in trailer spaces.

SPECIAL BY-LAW 3: SMOKING

Specially resolved that Special By-Law 3.- Smoking be in the following terms:-

- (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.
- (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.

SPECIAL BY-LAW 4: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- (1) The Owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) the Owner or occupier of a lot must ensure that the lot is not occupied by more adults than two (2) adults per bedroom.

SPECIAL BY-LAW NO. 5

Resolved at Extraordinary General Meeting 27th May 2017

1. Any owner wanting to rent out their Lot (Unit) on an ad hoc basis (other than via a licensed real estate agent), including an owner renting via Airbnb and other similar internet-based organizations to a User, is required to give the Strata Manager 21 days' notice prior to commencing renting, and provide the Strata Manager with the following unless the information has previously been provided and is still up-to-date:

- a) A copy of the agreement which each user will be required to sign with the owner before receiving keys to the Unit (and thus the building), to which is attached a copy of the Strand by-laws and summary of the main by-laws (eg No pets, smoking, behaviour, noise, parking, pool rules, hanging of washing on the deck, etc)
- b) A signed agreement with the Owners Corporation agreeing to:
 - i. indemnify the owner's corporation for any damage to the common property caused by any user, their families and guests.
 - ii. Guarantee that in all cases the owner, or a representative of the owner, will hand the keys to each user on arrival and recover all keys from the user on their departure. The Strata Manager must be advised immediately if any keys are not recovered.
 - iii. Provide a bond of \$2,000 to be paid to the Owners Corporation to cover any damage to the common property or replacement of keys. In the event that any of the bond is used it must be topped up to the \$2,000 within 30 days. The amount of the Bond can be changed from time to time by an ordinary resolution of owners.
 - iv. Pay an extra quarterly levy to cover the probably extra wear and tear on facilities and common property by such Users. The initial quarterly level is \$300.00 for the quarter commencing 1 July 2017 and the amount will be set at each subsequent AGM at the time when Administrative and Capital Works Fund levies are approved.
 - v. Maintain a register of all the names of the Users and contact details and details of any motor vehicles being parked on Strand property which register will be provided to the Strata manager on reasonable request (eg in case of damage to common property).
 - vi. Users are to be provided with a security key to the door of the unit, a swipe card/toggle or disc giving access to the building doors, gates and the lift, and a garage door remote. The Strata

Manager must be advised immediately in the event that the swipe card/toggle/disc is not returned by a User or is lost, so that it may be cancelled.

vii. Pay additional insurance premiums, if any, that may be payable by the Owners Corporation as a result of rentals other than via a registered real estate agent.

viii. Exclude 'schoolies' from those eligible to rent the Lot.

ix. Ensure that no pets are brought onto the Strand property by users.

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x. The name and all contact details of the owner and any local person who will act for the owner if the owner does not reside locally. The details will be provided to all other owners in Strand to be used in case of problems which require immediate contact with the Unit owner or their representative.

266 entitlements in favour, 15 against.

NOTE: Leases of a lot for say, 3 months or more are not considered to be rentals on an ad hoc basis and thus would not require compliance with the above By-Law.

SPECIAL BY-LAW 6: INSTALLATION OF BLINDS – LOT 29

Right To Install Awning

1. On the conditions set out in this by-law the owner of lot 29 for the time being (the "Owner") shall be entitled to install and keep Luxaflex flush mounted vertical blinds / awnings (the "Awnings") to service lot 29 with such Awnings to be of a neutral colour to complement the building.

Conditions - Prior to Installing Awning

2. Prior to installing the Awnings, the Owner must provide to the strata committee:

(a) a description of the Awnings, a copy of any applicable specifications, plans and drawings for the Awnings plus details of the expected timeframe for the installation of the Awnings to the strata committee;

(b) the details of the contractor installing the Awnings; and

(c) if the Awnings require Mid Coast Council approval, any required approval of Council.

Conditions - Installation of Awning

3. In installing the Awnings, the Owner must ensure as far as is practicable that:

(a) the installation of the Awnings is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(b) the Awnings are installed substantially in accordance with the specifications, description, plan or drawing submitted to the strata committee;

(c) reasonable precautions are taken to protect areas outside lot 29 from damage by the installation of the Awnings;

(d) all construction materials, equipment, debris and other material associated with the installation of the Awnings are transported across common property in the manner reasonably directed by the strata committee; and

(e) the installation of the Awnings does not interfere with or damage the common property or interfere with or damage the property of any other lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

Conditions - Completion of Installation of the Awnings

4. On completion of the installation of the Awning the Owner must:

(a) ensure that the contractor installing the Awnings removes from the strata scheme all debris resulting from or associated with the installation of the awning as soon as practicable;

(b) if the approval of Mid Coast Council is required in order to install the awning, provide the strata committee with a copy of a certificate from the Council (or the principal certifying authority) certifying that the installation of the awning complies with any conditions of any requisite approval of the Council.

Conditions - Other Rights and Obligations

5. The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the Awnings.

6. The installation of the Awnings must be undertaken at the cost of the Owner and the Awnings remains the fixture of the Owner.

7. The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Awnings and must keep the Awnings in a state of good and serviceable repair and must renew or replace the Awnings whenever they becomes worn out, damaged or defaced.

8. 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 lot to carry out that work;
 - (c) recover the costs of carrying out that work from the owner,
- and the Owner shall indemnify the owners corporation against any legal action or liability flowing from the actions of the owners corporation pursuant to this clause.

SPECIAL BY-LAW 7: WET AREA WORKS

Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Wet Area Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Wet Area Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

(2) "Lot" is lots 1-31 respectively on the strata scheme.

(3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.77595.

(4) "Minor Renovations" means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to *Special By-law – Minor Renovations* applicable to the scheme.

(5) "Special Privileges" means the privilege to alter and add to the common property by performing Wet Area Works

that involve waterproofing, and include Cosmetic Works or Minor Renovations.

(6) "Wet Area Works" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:

(a) Retiling and/or water proofing the bathroom (including ensuite and water closet), kitchen or laundry floors of the Lot.

(b) Retiling and/or water proofing the bathroom (including ensuite and water closet) or laundry walls located on a common wall within the lot.

(c) Retiling and/or water proofing the kitchen splash back walls located on a common wall within the Lot.

(d) Retiling and/or water proofing the balconies, terraces and / or courtyards of the Lot.

(e) Replacement, installation and relocation of any bathroom (including ensuite and water closet), kitchen or laundry fixtures (without undertaking structural changes, including penetrating into the slab and/or installing pipework outside of the Lot) including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom, kitchen or laundry items affixed to the common property.

(f) Installation of an exhaust or heat fan/ventilation system within the bathroom (including ensuite and water closet), kitchen or laundry area of the Lot.

(g) Removal of any non-load bearing and internal walls within the bathroom (including ensuite and water closet), kitchen or laundry area located within the Lot.

(h) Installation of a false ceiling within the bathroom (including ensuite and water closet), kitchen or laundry area located on the Lot, including installation of recess lighting.

(i) Plumbing and/or any electrical works within the bathroom (including ensuite and water closet), kitchen or Laundry limited by a scheme approved under Professional Standards Legislation laundry area of the Lot.

(7) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

- (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically *Special By-law – Minor Renovations*, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Retrospective application for unauthorised Wet Area Works

- (9) Where any Wet Area Works covered under clause (6) of this by-law were undertaken by an Owner before this bylaw was made, and no by-law has been made in respect of the Wet Area Works undertaken, then any conditions

of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Wet Area Works.

Grant of Special Privileges

- (10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Wet Area Works

Planning, Approvals and Certificates

- (11) The Owner must, if required by law, obtain written approval for the Wet Area Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Wet Area Works.

- (12) The Owner must, if required by law, obtain a construction certificate for the Wet Area Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Wet Area Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Wet Area Works

- (13) The Owner must submit to the Owners Corporation 21 days prior to the commencement, all completed documents under Special By Law 6, reasonably required by the Owners Corporation relating to the performance of the Wet Area Works including Annexure C- Consent for Common Property By-law and Annexure B Application for owners to grant special privileges to lot owners to perform wet area works.

- (a) further specifications of the Wet Area Works;
- (b) details of the contractor(s) performing the Wet Area Works; and
- (c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Wet Area Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Wet Area Works

Hours of Works

- (14) The Owner must perform the Wet Area Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (15) The Owner when performing the Wet Area Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

- (16) The Owner when performing the Wet Area Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Wet Area Works are undertaken.

General Conditions

- (17) When performing the Wet Area Works, the Owner must:

- (a) ensure that the Wet Area Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

- (b) ensure that a duly licensed insured contractor undertake any Wet Area Works, and if any Wet Area Works involve plumbing works that it is undertaken by a duly licensed insured plumber.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Wet Area Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Wet Area Works.
- (f) must only perform the Wet Area Works when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Wet Area Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Wet Area Works.
- (i) repair promptly any damage caused or contributed to by Wet Area Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Wet Area Works

(18) Immediately upon completion of the Wet Area Works, the Owner must restore all other parts of the common property affected by the Wet Area Works as nearly as possible to the state they were in immediately before the Wet Area Works.

(19) Upon completion of the Wet Area Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Wet Area Works:

- (a) Certification of waterproofing from a duly licensed and insured contractor; and
- (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Wet Area Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

(20) The Owner must, at the Owner's expense, properly maintain the Wet Area Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Wet Area Works

(21) A duly licensed plumber must undertake the maintenance of any Wet Area Works involving plumbing works.

(22) The maintenance, repair, replacement of any Wet Area Works will be at the cost of the Owner.

(23) If the Owner removes the Wet Area Works or any part of the Wet Area Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

(24) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Wet Area Works;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Wet Area Works; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Wet Area Works.

(25) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Wet Area Works performed under this Common Property Rights By-law.

(26) Where there is water leakage or ingress from the Owner's lot following any Wet Area Works, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.

(27) Where the water leakage or ingress has not been caused by the Wet Area Works performed by the Owner, the Owners Corporation shall reimburse any cost of any investigation and/ or reports incurred by the Owner as required under clause (26) above.

Repair of Damage

(28) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Wet Area Works no matter when such damage may become evident.

(29) Any loss and damage suffered by the Owners Corporation as a result of making and using the Wet Area Works, including failure to maintain, renew, replace or repair the Wet Area Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(30) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

(a) Carry out all works necessary to perform that obligation, pursuant to s120 (2) of the *Strata Schemes Management Act 2015*;

(b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;

(c) Subject to s122 (4) of the *Strata Schemes Management Act 2015*, enter onto any part of the parcel to carry out that work; and

(d) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation, pursuant to s120 (5) of the *Strata Schemes Management Act 2015*.

SPECIAL BY-LAW 8: MINOR RENOVATIONS

Purpose of By-law

(1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.

Request made to carry out Minor Renovations constitutes consent to conditions of by-law

(2) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary and/or affected, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Minor Renovations

(3) Where any Minor Renovations covered under clause (29) of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

Minor Renovations authorised under this by-law do not confer special privileges or rights to common property

(4) The Minor Renovations covered under clause (29) of this by-law require the written consent of the Owners Corporation as specified under this by-law and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.

(5) The Owners Corporation may at any time request the removal of the items covered in clause (29) (at the Owner's expense) should the Owner not meet the conditions of this by-law or should the Owners Corporation require use or access to the common property affected by the items specified in clause (29) of this by-law.

Minor Renovations that require any local or statutory authority consent shall require a common property rights bylaw

(6) Where any Minor Renovations covered under clause (29) of this by-law require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the

Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee in consultation with Strata Managing Agent for approval with the application and any cost associated with just written approvals required shall be at Owner's cost and the Owners Corporation shall be indemnified for any liability in respect to the Minor Renovations.

Cosmetic Works do not require consent

(7) The Owner may undertake Cosmetic Works without approval but with notification to the Owners Corporation.

CONDITIONS

Before undertaking Minor Renovations

Approval of the Owners Corporation

(8) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee in consultation with Strata Managing Agent pursuant to section 110 (6) (b) of the *Strata Schemes Management Act 2015*.

(9) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee in consultation with Strata Managing Agent of the Owners Corporation pursuant to this by-law.

Application to undertake Minor Renovations to be submitted

(10) An Application must be submitted by the Owner in accordance with "Annexure A" to this by-law, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:

(a) full specifications of the Minor Renovations;

(b) copy of all plans and drawings (if relevant);

(c) details of the contractor performing the Minor Renovations, including license and project management plan (if relevant);

(d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and

(e) copy of the Homeowners Warranty Insurance for the works (if applicable)

(f) any other documents reasonably required by the Owners Corporation.

(11) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in clause (10) above, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.

(12) The strata committee must not unreasonably refuse the Application of an Owner.

(13) Where the strata committee rejects the Application, it must provide reasons to the Owner in writing.

Carrying out the Minor Renovations

Hours of Works

(14) The Owner must perform the Minor Renovations between 7:30am to 4:30pm Monday to Friday and 8am to 3:00pm on Saturdays. No works on Sundays and Public Holidays.

Compliance with Codes

(15) The Owner performing the Minor Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(16) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

General Conditions

(17) When performing the Minor Renovations, the Owner must:

(a) ensure that all other lot owners are given notice seven (7) days prior to commencement of any Minor Renovations;

- (b) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant).
- (c) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
- (d) ensure that any tradesman and contractors park on the street or in the Lot Owners car space only.
- (e) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (f) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (g) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Minor Renovations.
- (h) must only perform the Minor Renovations when the door between the Lot and the common property is completely closed.
- (i) ensure that the corridor serving the Lot is protected from damage for the duration of the Minor Renovations.
- (j) ensure that any carpeted area is protected by the use of floor protection and kept clean during any Minor Renovations.
- (k) repair promptly any damage, at the Lot Owner's expense, caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Minor Renovations

- (18) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- (19) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- (20) The strata committee may inspect the property at any stage during, and upon completion of the Works.

Owner's Enduring Obligations

Maintenance and Repair

- (21) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Minor Renovations.
- (22) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (23) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
 - (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Minor Renovations.
- (24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

Repair of Damage

- (25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.

(26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(27) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, at the cost of the Owner, to the satisfaction of the Owners Corporation.

Defined Terms and Interpretation

(28) "Cosmetic Works" means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.

(29) "Minor Renovations" means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and as specified below, performed by the Owner, at the Owner's expense and to remain the Owner's fixture:

(i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls (excluding structural or load bearing walls),

(ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:

- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(30) "Owner" means any owner or owners of a lot from time to time on the strata plan.

(31) In this by-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this by-law;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

(32) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Annexure A
APPLICATION FOR OWNER'S MINOR RENOVATIONS

To the Secretary & Strata Managing Agent

I/Wethe Owner(s) of Lothereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Owners Minor Renovations on my/our lot.

1. Detail of Minor Renovations to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

.....
.....
.....

2. Name of Contractor Installing:

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance (Please include copies)

.....
.....
.....

5. Is Council approval required: Yes/No

6. If Yes, has application been made for Development Approval.....

7. Date installation intends to start.....

8. Duration of installation.....

9. I have read Special By-Law 7 'Minor Renovations By Owners' and acknowledge that no work may commence unless approved in writing by the Owners Corporation.

10. I acknowledge that any Minor Renovations undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

Approved/ Rejected Date.....

Additional Conditions

Annexure B

STRATA PLAN 77595

**APPLICATION FOR OWNER'S TO GRANT SPECIAL PRIVILEGES TO
LOT OWNERS TO PERFORM WET AREA WORKS**

To the Secretary & Strata Manager Agent

I/We _____ the Owner(s) of Lot _____ hereby give

Notice to the owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Owners Minor Renovations on my/our Lot.

1. Detail of Minor Renovations to be undertaken, including type of work, materials to be used, method of installation, and proposed location.
.....
.....
.....
2. Name of Contractor Installing:
3. Contractors Licence No.:
4. Details of Contractors All Risks Insurance (Please include copies)
.....
.....
5. Is Council approval required: Yes/No
6. If Yes, has application been made for Development Approval.....
7. Date installation intends to start.....
8. Duration of installation.....
9. I have read Special By-Law 6 'Wet Area Works' and acknowledge that no work may commence unless approved in writing by the owners Corporation.
10. I acknowledge that any 'Wet Area' renovations undertaken may be subject to Special conditions as required by the Owners Corporation and I shall abide by these Special conditions.

Signature of Owner(s).....

Date.....

Received by Owners Corporation.....

Name & Date.....

Approved / Rejected Date.....

Additional Conditions.....

Annexure C

**STRATA SCHEME 77595
CONSENT FOR COMMON PROPERTY RIGHTS BY-LAW
UNDER SECTIONS 142 & 108(5)(a),
STRATA SCHEMES MANAGEMENT ACT 2015 (NSW)**

TO: The Secretary
The Owners - Strata Plan No. 77595

AND: The Registrar General
Land & Property Information
NSW Department of Lands
Queens Square
SYDNEY NSW 2000

Dear Secretary

Consent to Special By-Law No 6. (Wet Area Works)

I/We,being the Owner/s of Lot..... on strata plan 77595
HEREBY CONSENT to the making of Special By-Law No.6 (Wet Area Works) which confers the special
privileges to carry out Wet Area Works to Lot and imposes the responsibility to maintain and repair
those Wet Area Works in accordance with this by-law and any other relevant by-laws registered for
this strata scheme.

This by-law is to be made by the Owners Corporation via a special resolution at a general meeting of
the Owners Corporation to be held on.....or at any adjournment of that meeting.

Dated:

.....

Name:

.....

Name:

SP 77595

Annexure D

APPLICATION FOR APPROVAL OF AN APPLICANT
TO ALLOW THE KEEPING OF AN ANIMAL.

BY-LAW 17.

To the Owners Corporation c/- Strata Manager

I..... The Owner of Lot.....

Hereby request approval for the "keeping of an Animal".

Description of Animal.

1. Photo to be supplied.
2. Name.....
3. Breed Type.....
4. Age.....
5. Microchip Certificate No.....
6. Vaccination Certificate No.....
7. Is the Animal an "Assistance Animal" YES / NO
8. Service NSW Assistant Animal Service No.....

Signature of Owner/Tenant.....

Date.....

Date received by Strata Managing Agent.....

Date approved by Owners Corporation.....

SPECIAL BY-LAW 9: RESPONSIBILITY FOR WINDOW SAFETY DEVICES

- (1) An owner or occupier must not remove, interfere with or damage a Window Safety Device installed by the owners corporation.
- (2) An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot are engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remain in the lock position while any child is within the lot.
- (3) An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (4) If a Window Safety Device is damaged or removed by an owner or occupier or their visitors or invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation and former and serving members of the Strata Committee from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the Window Safety Device.
- (5) If a Window Safety Device is replaced by an owner or occupier, or if new a window safety device is installed by an owner or occupier, the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device replaced or installed by the owner or occupier, and shall indemnify the owners corporation and former and serving members of the Strata Committee from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' use of the Window Safety Device installed or replaced by the owner or occupier.
- (6) The owners corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- (7) The owners corporation may recover from an owner the cost of inspection by the owners corporation, its agents, employees or contractors, caused by the owner, or the owner's tenant(s), failure to provide access to the lot for the purpose of complying with section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 & 31 of the *Strata Schemes Management Regulations 2016*.
- (8) The owners corporation may recover from any owner or occupier all fines incurred for failing to provide any compliance certificate required under the legislation occasioned by an owner or occupier for a failure to provide access to a person authorised to carry out an inspection.
- (9) The cost for failed inspection under **clause (7) and (8)** above, and any fines incurred by the owners corporation will be a debt due to the owners corporation on demand, and will be divided between all owners that –
 - (a) fail to provide access to an authorised person; or
 - (b) the actions of the owner(s) or their tenant (s), has caused fines to be incurred by the owners corporation.
- (10) An owner will be liable for any costs (legal and/or any other costs) incurred by the owners corporation for defending any prosecution for an offence under section 118 of the *Strata Schemes Management Act 2015* occasioned by the owner(s) or the owner's tenant(s), for a failure to provide access to a person authorised to carry out an inspection required to exercise the owners corporation function under the *Strata Schemes Management Act 2015* and any other applicable laws.

(11) In this by-law:

"Window Safety Device(s)" means a screen, lock or any other complying window safety device installed by the owners corporation as required by the *Strata Schemes Management Act 2015* and the *Strata Schemes Management Regulations 2016*.

The seal of The Owners-Strata Plan No 77595 was affixed on 30th APRIL 2024 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(s): 

Name(s) [use block letters]: CHRISTAL PEARLE


Authority: STRATA MANAGER



Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 77595 was affixed on [^] 30th April 2024 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: CHARITAL PEALE Authority: STRATA MANAGER

Signature: Name: Authority:

[^] Insert appropriate date

