


Approved Form 7	Strata Plan By-laws	Sheet 1 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

By-laws


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Approved Form 7	Strata Plan By-laws	Sheet 2 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only SP106338	

**APPROVED FORM 7
BY-LAWS
STRATA SCHEME**

Instrument setting out the terms of By-laws to be created upon registration of the Strata Plan.




Approved Form 7	Strata Plan By-laws	Sheet 3 of 70 sheet(s)
Registered:	Office Use Only	Office Use Only
 21/07/2023	SP106338	

TABLE OF CONTENTS


PART 1 – INTRODUCTION AND OWNERS CORPORATION	8
1. ABOUT THESE BY-LAWS	8
1.1 Purpose	8
1.2 Mixed Use	8
1.3 Who must comply?	8
1.4 Amending the By-laws	8
1.5 Amending the Exclusive Use By-laws	8
2. STRATA MANAGEMENT STATEMENT	8
2.1 Purpose	8
2.2 Inconsistencies between a By-law and the Strata Management Statement	9
2.3 Who must comply with the Strata Management Statement?	9
2.4 Appointing a representative to the Management Committee	9
2.5 Consents under the By-laws and the Management Statement	9
3. RULES	9
3.1 Owners Corporation may make Rules	9
3.2 Compliance	9
3.3 Inconsistencies	10
4. CONSENTS	10
4.1 Mode of Consent	10
4.2 Conditions	10
4.3 Revocation	10
5. APPLICATIONS AND COMPLAINTS	10
5.1 Complaints	10
5.2 Making an application	11
5.3 What information must be included in an application?	11
5.4 Lodging applications	11
5.5 Appointing consultants	11
5.6 Paying the costs for a consultant	11
5.7 Time frame for making a decision	11
5.8 Notifying the Application of a decision	12
5.9 Conditional approvals	12
5.10 Revocation	12
6. NOTICEBOARD	12
7. RECORDS	13
7.1 General Requirements	13
7.2 Obligations of the Owners Corporation	13
PART 2 – GENERAL BY-LAWS	13

Approved Form 7	Strata Plan By-laws	Sheet 4 of 70 sheet(s)
Registered:	Office Use Only	Office Use Only
 21/07/2023	SP106338	


8.	GENERAL OWNER AND OCCUPIER RESPONSIBILITIES	13
8.1	Owners and visitors	13
8.2	General Obligations	13
8.3	Compensation for damage	15
9.	NOISE	15
10.	CAR SPACES AND VEHICLES	16
10.1	Car Spaces	16
10.2	Restrictions on length	17
10.3	Parking on Common Property	17
10.4	Car Space	17
10.5	Use of Power Points	17
10.6	Parking on Common Property for moving or emergency	17
10.7	No obstructions	18
10.8	Access to Car Spaces	18
10.9	Visitor Parking	18
10.10	Traffic	18
10.11	Pedestrian Access	19
11.	COMMON PROPERTY	19
11.1	General Requirements	19
11.2	Consent	19
11.3	Obstruction of Common Property	20
11.4	Damage to lawns and plants on Common Property	20
11.5	Damage to Common Property	20
11.6	Cleaning of Graffiti	21
11.7	Behaviour of Owners and Occupiers	21
11.8	Children playing on Common Property in building	22
11.9	Depositing rubbish and other material on Common Property	22
12.	BALCONIES	22
12.1	Items on Balconies	22
12.2	General requirements for balconies	23
12.3	Owners Corporation powers	24
12.4	Barbeques	24
12.5	Balcony Furniture	25
12.6	Removing items from Balcony	25
12.7	Washing	25
13.	WINDOWS AND DOORS	25
13.1	Cleaning	25
13.2	Curtains and Blinds	26
13.3	Signs	27
14.	SMOKING	27

Approved Form 7	Strata Plan By-laws	Sheet 5 of 70 sheet(s)
Office Use Only		Office Use Only
Registered:	 21/07/2023	SP106338


15.	FIRE SAFETY	27
15.1	Compliance with fire	27
15.2	Storage of inflammable liquids and other substances and materials	27
15.3	Integrity of Fire Safety Systems	27
16.	MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY	28
17.	FLOOR COVERINGS AND ACOUSTICS	29
17.1	Floor coverings	29
17.2	Changes to floor coverings	29
17.3	Equipment and machinery	30
17.4	Power Tools	30
17.5	Playing musical instruments	30
17.6	Playing music	30
18.	GARBAGE DISPOSAL	30
18.1	Removal of garbage to garbage room	30
18.2	Council Collection	31
18.3	Rules	31
18.4	Owner and Occupier obligations	32
18.5	Cleaning up spills	32
19.	ENERGY EFFICIENT WASHING MACHINES	32
20.	STORAGE AREA	33
20.1	Use of Storage Area	33
20.2	Storage Area may not be watertight	33
20.3	Compliance with Fire safety	33
20.4	Indemnity	34
21.	ANIMALS	34
21.1	Keeping animals	34
21.2	Controlling animals	35
21.3	Visitors' Animals	35
22.	APPEARANCE OF LOT	35
23.	PLANTER BOXES	36
24.	USE OF LOTS	36
24.1	General use requirements	36
24.2	Cleaning and Maintenance of Lot	36
24.3	Repair and maintenance of Common Property	37
24.4	Appearance of Lot	38
24.5	Change in use of Lot to be notified	38
24.6	Lights	38
25.	RIGHT OF ENTRY	38
26.	AERIALS AND RECEIVERS	38

Approved Form 7	Strata Plan By-laws	Sheet 6 of 70 sheet(s)
Registered:	Office Use Only	Office Use Only
 21/07/2023	SP106338	

27.	SECURITY	39
27.1	Owners Corporation Obligations	39
27.2	Audio Visual Security	39
27.3	Further Owners Corporation's obligations	39
27.4	Owner and Occupier Obligations	39
27.5	Security Keys	40
27.6	Obligations in relation to Security Keys	40
27.7	Installing Security Devices	40
27.8	Alarms	40
28.	PROVISION OF AMENITIES OR SERVICES	41
29.	SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION	41
30.	INSURANCES	42
31.	STORAGE OF BICYCLES	42
32.	BUILDING WORK	42
33.	COPY OF BY-LAWS TO BE PRODUCED TO TENANT	43
34.	COMPLIANCE WITH THE REQUIREMENTS OF AUTHORITIES	44
35.	NOTICES TO BE OBSERVED	44
36.	SELLING AND LEASING ACTIVITIES	44
37.	EMBEDDED NETWORK	44
38.	LOT 1 – HOME OFFICE	45
39.	ELECTRIC VEHICLE CHARGING	45
39.1	Connection to Electric Vehicle Charging	45
39.2	Permitted Use and Behaviour	46
39.3	Indemnity	46
	PART 3 – RIGHTS AND OBLIGATIONS OF OWNERS CORPORATION	47
40.	ENFORCEMENT	47
40.1	Powers of the Owners Corporation	47
40.2	Entering a Lot	47
40.3	Recovery of money	47
40.4	Act	47
41.	BUILDING MANAGER	48
41.1	Agreement	48
41.2	Terms of the agreement	48
41.3	Remuneration	48
41.4	Owners and Occupiers Obligations	48
42.	CORRESPONDENCE	48
43.	REQUEST TO THE SECRETARY	49
44.	OWNERS CORPORATION RIGHTS TO RECOVER MONEY	49
45.	REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES	49
46.	OWNERS CORPORATION NOT LIABLE FOR DAMAGES	49

Approved Form 7	Strata Plan By-laws	Sheet 7 of 70 sheet(s)
Registered:	Office Use Only	Office Use Only
 21/07/2023	SP106338	

47.	INTEREST ON OVERDUE MONEY	49
48.	CERTIFICATE	50
49.	SEVERANCE	50
50.	POWER TO ENTER INTO AN AGREEMENT	50
	PART 4 – COMMON PROPERTY RIGHTS BY-LAWS	50
51.	AMENDMENT OR CHANGES TO COMMON PROPERTY RIGHTS BY-LAWS	50
52.	SCREENING DEVICES, SHUTTERS AND LOUVERS	50
53.	AIR CONDITIONING IN THE BUILDING	51
54.	SERVICES AND EQUIPMENT	53
55.	COMMUNAL AREA	54
55.1	Common property right rights and special privileges	54
55.2	Maintenance	54
55.3	Access	54
55.4	Occupiers may exercise rights	54
55.5	Repairing Damage	55
55.6	Indemnities	55
55.7	Additional insurances	55
55.8	Rules	55
56.	ROOFTOP SOLAR	55
57.	DIRECT CAR PARK ACCESS	57
57.1	Common property rights and special privileges	57
57.2	Complying with directions	57
57.3	Indemnity	58
58.	COURTYARD ACCESS – LOT 2	58
58.1	Common property rights and special privileges	58
58.2	Costs	58
58.3	Access	58
58.4	Occupier may exercise rights	58
58.5	Indemnity	59
	PART 5 – DEFINITIONS AND INTERPRETATION	59
59.	DICTIONARY	59
60.	INTERPRETATION	63
	ANNEXURE A – COMMON PROPERTY MEMORANDUM	67

Approved Form 7	Strata Plan By-laws	Sheet 8 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

PART 1 – INTRODUCTION AND OWNERS CORPORATION

1. ABOUT THESE BY-LAWS

1.1 Purpose

These By-laws (and the Management Statement) regulate the day-to-day management and operation of the Strata Scheme. They are an essential document for the Owners Corporation and each Owner and Occupier within the Strata Scheme.

1.2 Mixed Use

The Building and the Additional Buildings comprise a mixed-use development with a residential Strata Scheme (comprising the Residential Lots) and Commercial Lots. These By-laws should be considered together with the Management Statement which regulates the management and operation of the Building.

1.3 Who must comply?

Owners, Occupiers and the Owners Corporation must comply with these By-laws.

1.4 Amending the By-laws

Provided it complies with the provisions of the Act and the Management Statement, the Owners Corporation may add, change or cancel By-laws pursuant to a Special Resolution.


1.5 Amending the Exclusive Use By-laws

The Owners Corporation may amend or cancel an Exclusive Use By-law only by Special Resolution and with the written consent of each Owner who has the exclusive use under the By-law.

2. STRATA MANAGEMENT STATEMENT

2.1 Purpose

The Strata Management Statement regulates the management and operation of the Building and the Additional Buildings.

Approved Form 7	Strata Plan By-laws	Sheet 9 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

2.2 Inconsistencies between a By-law and the Strata Management Statement

If there is an inconsistency between a By-law and the Management Statement, the Owners Corporation must amend the inconsistent By-law to make it consistent with the Management Statement.

2.3 Who must comply with the Strata Management Statement?

Owners, Occupiers and the Owners Corporation must comply with the Management Statement.

2.4 Appointing a representative to the Management Committee

The Owner's Corporation must, by Special Resolution, appoint one (1) representative to represent it and vote at meetings of the Management Committee.

2.5 Consents under the By-laws and the Management Statement

A consent under the By-laws does not relieve the Owners Corporation, an Owner or an Occupier from any obligations they may have to obtain necessary consents under the Management Statement.

3. RULES


3.1 Owners Corporation may make Rules

The Owners Corporation may:

- (a) make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme; and
- (b) add to or change the Rules at any time.

3.2 Compliance

All Owners and Occupiers must comply with the Rules.

Approved Form 7	Strata Plan By-laws	Sheet 10 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

3.3 Inconsistencies

If a Rule is inconsistent with a By-law or a requirement of an Authority, then the requirement of an Authority prevails to the extent of the inconsistency.

4. CONSENTS

4.1 Mode of Consent

Unless a By-law states otherwise, consents under the By-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

4.2 Conditions

The Owners Corporation or the Strata Committee may condition any consent given under By-laws and each Owner or Occupier affected by the consent must comply with the conditions.

4.3 Revocation


The Owners Corporation or the Strata Committee may revoke its consent if an Owner or Occupier who is the applicant for or is affected by a consent does not comply with:

- (a) conditions made by the Owners Corporation or Strata Committee when they gave consent; or
- (b) the By-law under which the Owners Corporation or Strata Committee gave consent.

5. APPLICATIONS AND COMPLAINTS

5.1 Complaints

An Owner or Occupier must make any complaints to the Owners Corporation in writing and address them to the Strata Manager.

Approved Form 7	Strata Plan By-laws	Sheet 11 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

5.2 Making an application

The Owners Corporation may, either generally or in specific cases, specify the plans, drawings and other documents which an Owner or Occupier must submit with an application under the By-laws.

5.3 What information must be included in an application?

An application for consent under the By-laws must:

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Owners Corporation for the type of work for which approval is sought; and
- (c) include enough information to assist the Owners Corporation in making a decision about the application.

5.4 Lodging applications

An Owner or Occupier who makes an application (**Applicant**) must address the application to the Strata Manager.

5.5 Appointing consultants


The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the By-laws.

5.6 Paying the costs for a consultant

The Owners Corporation may require an Applicant to pay the reasonable costs of consultants they appoint.

5.7 Time frame for making a decision

Subject to the Applicant complying with the requirements of this By-law, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (where the Applicant is not required to provide further information) or 10 Business Days after the Owners Corporation receives the last of the further information requested or the consultant's report (where the Applicant is required to

Approved Form 7	Strata Plan By-laws	Sheet 12 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

provide further information or a consultant has been appointed) or another period agreed between the parties.

5.8 Notifying the Application of a decision

The Owners Corporation must immediately advise an Applicant in writing when they have made a decision about an application. The advice must clearly describe any conditions which attach to any approval and, if the application is not approved, explain in full detail, the reasons for the decision. If the Owners Corporation does not notify the Applicant of its decision about an application within the time frames set out in By-law 5.7 the application will be deemed to have been refused.

5.9 Conditional approvals

The Owners Corporation may make conditions if they approve an application. The conditions may include:


- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing the Common Property or the relevant Lot.

5.10 Revocation

The Owners Corporation may revoke their approval if an Applicant does not comply with the conditions for the approval.

6. NOTICEBOARD

- (a) The Owners Corporation must install and maintain a noticeboard on a prominent part of Common Property to be used for giving notices to Owners and Occupiers.
- (b) Owners and Occupiers must comply with the terms of any notice made on the noticeboard or any other part of Common Property given by or on behalf of the Owners Corporation, the Building Manager, a service provider or any other relevant Authority.

Approved Form 7	Strata Plan By-laws	Sheet 13 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

7. RECORDS

7.1 General Requirements

In addition to the books and records which the Owners Corporation must maintain under the Act, the Owners Corporation must maintain all correspondence, agendas, minutes and other documents relating to the Strata Scheme.

7.2 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) maintain the records under By-law 7.1 for at least seven (7) years; and
- (b) make records available for inspection as required under the Act.

PART 2 – GENERAL BY-LAWS

8. GENERAL OWNER AND OCCUPIER RESPONSIBILITIES


8.1 Owners and visitors

Each Owner must:


- (a) ensure that Occupiers and visitors of the Owner or any Occupier (including guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier) comply with these By-laws;
- (b) take all action available to them, including action under a lease or licence agreement, to make Occupiers and visitors comply with these By-laws or leave the Strata Scheme; and
- (c) 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.

8.2 General Obligations

An Owner or Occupier must not:

Approved Form 7	Strata Plan By-laws	Sheet 14 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (a) allow another person to do anything which they cannot do under these By-laws;
- (b) behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (c) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (d) cause damage to any other Lot or Common Property, including littering, dropping cigarette butts or similar;
- (e) smoke cigarettes, cigars or pipes while they are on Common Property or allow smoke from them to enter Common Property or another Lot;
- (f) obstruct the lawful use of Common Property by any other person;
- (g) object to, complain about or seek to impose restrictions on the use of any part of the Commercial Lots, including in relation to any noise or smell emanating from any part of the Commercial Lots, provided such use complies with all Laws;
- (h) do anything in the Strata Scheme which is illegal or is likely to create a hazard or danger to the Owner or Occupier of another lot or any person lawfully using the Common Property;
- (i) do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme;
- (j) use frisbees, skateboards, scooters or rollerblades on Common Property;
- (k) cause any damage to any other Lot or Common Property through the use or misuse of any taps within their Lot, including on any Balcony; or
- (l) subject to an Exclusive Use By-law, access or interfere with any hot water service, air conditioning unit or associated equipment or screens situation on Common Property.


Approved Form 7	Strata Plan By-laws	Sheet 15 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

8.3 Compensation for damage

- (a) An Owner or Occupier is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by such Owner or Occupier or their invitees.
- (b) Where the Owners Corporation expends money to make good damage caused by a breach of the Act or of these By-laws by any Owner or Occupier or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier or any of them, the Owners Corporation must be entitled to recover the amount so expended as a debt in any action in any Court of or competent jurisdiction from the Owner of the Lot at a time when the breach occurred.

9. NOISE

- (a) An Owner or Occupier, their guests, servants or agents, must not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other Owners or Occupiers of Lots or of any person lawfully using the Common Property. In particular, no Owner or Occupier must hold or permit to be held any social gathering on their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier of the Lot must take all practical means to minimise annoyance to other Owners or Occupiers of Lots by using sound proofing, insulation equipment, closing all doors, windows and curtains of their Lot and also take such further steps as may be within their power for the same purpose.
- (c) Guests leaving or arriving after 11.00pm must be requested by the Owner/Occupier to leave quietly. Quietness also must be observed when an Owner or Occupier returns to or leaves their Lot late at night or in early morning hours.
- (d) An Owner or Occupier must not operate or permit to be operated within the Strata Scheme any electronic device or equipment, so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.


Approved Form 7	Strata Plan By-laws	Sheet 16 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (e) An Owner or Occupier must not play any musical instrument, use any radio, television set, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with the peaceful enjoyment of other Owners or Occupiers of Lots or any person lawfully using the Common Property.

10. CAR SPACES AND VEHICLES

10.1 Car Spaces

- (a) Unless approved in writing by the Owners Corporation, an Owner or Occupier must not park or stand any Vehicles except:
- (i) in the Owner or Occupier's Car Space;
 - (ii) in areas designated for the parking of Vehicles in the Car Park; or
 - (iii) with the written approval of the Owners Corporation.
- (b) Owners and Occupier must keep:
- (i) Vehicles in a roadworthy condition; and
 - (ii) Car Spaces and the driveway to each Lot (if any) clean and tidy and free of litter and any other items.
- (c) Each Owner or Occupier is responsible for:
- (i) the cleaning and maintenance of car spaces included as part of a title to a Lot or by way of exclusive use of Common Property;
 - (ii) ensuring the paths, car spaces and driveways are kept clean and maintained at all times, including removal of all oil stains and obstructions.
- (d) If an Owner fails to comply with By-law 10.1(c), then the Owner authorises the Owners Corporation and the Building Manager, its agents or employees to access the car space and driveway for the purposes of removing oil stains or obstructions and keeping that area clean and free of rubbish or litter. The Owner will indemnify the Building Manager and the Owners Corporation for the cost of the works undertaken pursuant to this By-law 10.1(c).

Approved Form 7	Strata Plan By-laws	Sheet 17 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

10.2 Restrictions on length

An Owner or Occupier must not cause or permit any invitees of the Owner or Occupier to cause any motor or other vehicle or trailer with a rigid length of more than 5 metres to enter the Strata Scheme, except with the prior written approval of the Owners Corporation.

10.3 Parking on Common Property

Subject to By-law 10.6, an Owner or Occupier must not park or stand any Vehicle or trailer on Common Property or permit any invitees of the Owner or Occupier to park or stand any Vehicle on Common Property, except with the prior written approval of the Owners Corporation.

10.4 Car Space

An Owner or Occupier must not:


- (a) enclose a Car Space without first obtaining:
 - (i) the approval of the Owners Corporation; and
 - (ii) development consent from Council to enclose the Car Space; and
- (b) install a storage cupboard in the Car Space without first obtaining the consent of the Owners Corporation to install the storage cupboard.

10.5 Use of Power Points

An Owner or Occupier must not use any power point located within a Car Space 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.

10.6 Parking on Common Property for moving or emergency

The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property, where the parking or standing of a motor vehicle on Common Property is due to the moving of furniture and other objects on or through the Common Property in accordance with By-law 16(a) or due to an emergency as reasonably determined by the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 18 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

10.7 No obstructions

- (a) An Owner or Occupier must not park or stand any motor or other vehicle or trailer on another Owner or Occupier's Lot or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle or trailer on another Owner or Occupier's Lot.
- (b) An Owner or Occupier must not use any driveway or Car Space for the purposes of manufacture, storage or display of goods, materials and equipment.

10.8 Access to Car Spaces


Owners authorise the Building Manager, its employees, agents and contractors to access the driveways and Car Spaces for purposes of cleaning and keeping those areas tidy and free of rubbish, stains and litter.

10.9 Visitor Parking

- (a) This By-law 10.9 applies if the Building includes Visitor Car Spaces.
- (b) An Owner or Occupier must not park a Vehicle in a Visitor Car Space.
- (c) Each Owner and Occupier:
 - (i) may permit an invitee to park a Vehicle in a Visitor Car Space for a consecutive period of up to 8 hours; and
 - (ii) must ensure that any invitees:
 - (A) park only in car spaces designated from time to time as Visitor Car Spaces and do not park in the Car Spaces; and
 - (B) obey any Rules made in relation to the Visitor Car Spaces.

10.10 Traffic

- (a) All Vehicles must enter and exit the Car Park in a forward direction.
- (b) In addition to its powers under the Act, the Owners Corporation has the power to:

Approved Form 7	Strata Plan By-laws	Sheet 19 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (i) impose a speed limit for traffic on Common Property;
- (ii) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (iii) install speed humps, barriers and other traffic control devices in Common Property; and
- (iv) install signs about parking and to control vehicular and pedestrian traffic in Common Property.

10.11 Pedestrian Access

Owners and Occupiers must keep the area for pedestrian access to the Car Park clear of all obstacles, including parked Vehicles, at all times.

11. COMMON PROPERTY

11.1 General Requirements


Subject to these By-laws, each Owner and Occupier must:

- (a) only use Common Property and equipment situated on Common Property for their intended purposes;
- (b) notify the Owners Corporation if they become aware of any damage to or a defect in Common Property or any equipment situated on Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property or any equipment on Common Property caused by the Owner or Occupier, their visitors or persons doing work or carrying out Works in the Strata Scheme on their behalf.

11.2 Consent

Subject to the By-laws, each Owner and Occupier must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or

Approved Form 7	Strata Plan By-laws	Sheet 20 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (c) interfere with the operation of Common Property equipment.

11.3 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.


11.4 Damage to lawns and plants on Common Property

An Owner or Occupier must not except with the prior written approval of the Owners Corporation:

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

11.5 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 the Common Property, except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under By-law 11.5(a) cannot authorise any addition to the Common Property.
- (c) By-law 11.5(a) does not prevent an Owner or person authorised by the Owners Corporation or the Building Manager, its employees, agents and contractors from installing:
 - (i) 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; or
 - (ii) any structure or device to prevent harm to children within a Lot; or
 - (iii) any sign or notice considered necessary by either the Owners Corporation or the Building Manager; or

Approved Form 7	Strata Plan By-laws	Sheet 21 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338


- (iv) any locking or other safety device for a protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, subject to compliance with By-law 13.2(c).
- (d) Notwithstanding any rule or law to the contrary, an Owner must:
 - (i) ensure that any locking or safety device, screen, other device or structure installed in accordance with this By-law 11.5(d) is 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.
 - (ii) maintain and keep in a state of good and serviceable repair, any installation or structure referred to in By-law 11.5(c) that forms part of the Common Property and that services the Lot; and
 - (iii) 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 11.5(c) that forms part of the Common Property and that services the Lot.
- (e) An Owner or Occupier must not install insect security screens or grills to any window or doors, except with the prior written approval of the Owners Corporation.

11.6 Cleaning of Graffiti

The Owners Corporation must use reasonable endeavours to remove any graffiti from the Common Property within 48 hours of its application.

11.7 Behaviour of Owners and Occupiers

- (a) When on Common Property an Owner or Occupier 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 on another Lot or to any person lawfully using Common Property.
- (b) Owners and Occupiers must not 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 the Common Property.

Approved Form 7	Strata Plan By-laws	Sheet 22 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

11.8 Children playing on Common Property in building

- (a) An Owner or Occupier must not permit any child under 14 years of age of whom the Owner or Occupier is responsible for to:
- (i) play on Common Property within the Building; or
 - (ii) be or to remain on Common Property comprising the Car Park or other area of possible danger or hazard to children,
- unless accompanied by an adult.
- (b) Skateboards, roller blades and bicycles are prohibited from use on any part of the Common Property including access ramps or egress ramps.

11.9 Depositing rubbish and other material on Common Property


- (a) An Owner or Occupier must not deposit or throw any rubbish, dirt, dust or other material onto the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (b) An Owner or Occupier must not place any items of a personal nature on Common Property i.e. doormats, shoes, private artworks or name plaques.

12. BALCONIES

12.1 Items on Balconies

Subject to the other requirements of these By-laws an Owner or Occupier may keep the following items on a Balcony:

- (a) pot plants;
- (b) occasional furniture;
- (c) air-conditioning condensers and associated equipment and screens;
- (d) portable barbeques (subject to compliance with the other provisions of these By-laws); and


Approved Form 7	Strata Plan By-laws	Sheet 23 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (e) other items approved by the Owners Corporation.

12.2 General requirements for balconies

An Owner or Occupier must:

- (a) keep all items on a Balcony clean and tidy and in good condition and well maintained;
- (b) ensure that items on a Balcony are secure against the prospect of being dislodged by wind;
- (c) ensure that items on a Balcony are of a high quality and finish and in keeping with the appearance of the Strata Scheme;
- (d) if there are pot plants on or within a Balcony:
 - (i) properly maintain the soil in the pot plant; and
 - (ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot;
- (e) ensure that any plants on a Balcony are kept neat and tidy and that no plant hangs or grows over the edge of the Balcony;
- (f) not install or construct additional bayonets or gas outlets on a Balcony;
- (g) not keep any recreational equipment (including bicycles) on the Balcony which is visible from the street outside the Lot;
- (h) not hang laundry, bedding or other articles on the Balcony or over a Balcony railing which is visible from the street outside the Lot;
- (i) keep any air-conditioning condenser or similar equipment well maintained and secure and screened from view outside the Lot and not allow any person to climb upon the Unit or any screening;
- (j) comply with any Owners Corporation requirements or Rules in relation to screening, installation or maintenance of air-conditioning units and associated screens in the Strata Scheme;

Approved Form 7	Strata Plan By-laws	Sheet 24 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (k) not use the Balcony for the storage of goods;
- (l) not enclose the Balcony in any way; or
- (m) not place or keep anything on the Balcony that would be a climbing hazard.


12.3 Owners Corporation powers

The Owners Corporation may require an Owner or Occupier, at their cost, to remove items from a Balcony that are not Common Property (and to replace those items) to enable the Owners Corporation to:

- (a) inspect the Common Property;
- (b) maintain, repair and replace Common Property; and
- (c) comply with the obligations of the Owners Corporation under the By-laws, the Act or any consent or requirement of any Authority.

12.4 Barbeques

- (a) An Owner or Occupier may store and operate a portable barbeque on a Balcony if the barbeque:
 - (i) is a type permitted under By-law 12.4(b);
 - (ii) will not (or is not likely to) cause damage;
 - (iii) is not (or is not likely to become) dangerous;
 - (iv) is covered when not in use; and
 - (v) kept clean and tidy.
- (b) The types of barbeques permitted under this By-law 12.4 are:
 - (i) a covered gas or electric portable barbeque; or
 - (ii) any other type approved by the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 25 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (c) If an Owner or Occupier uses a portable barbeque on a Balcony, it must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

12.5 Balcony Furniture

An Owner or Occupier does not need consent from the Owners Corporation to keep outdoor furniture on the Balcony provided that the outdoor furniture is of a high quality and finish and is otherwise in keeping with the appearance of the Strata Scheme and complies with any requirements set out in these By-laws.

12.6 Removing items from Balcony

An Owner or Occupier must immediately remove furniture, pots and plants from a Balcony if:

- (a) they do not comply with their obligations under this By-law 12;
- (b) the furniture or plants cause (or may cause) damage to another part of the Strata Scheme; or
- (c) is a climbing hazard or a danger to Owners and Occupiers.


12.7 Washing

Owners and Occupiers must not erect any clothesline or hoist or hang any washing, towels, beddings, clothing or other articles of a similar nature from any clothesline, hoist or railing on or within view of public areas, the Common Property or another Lot.

13. WINDOWS AND DOORS

13.1 Cleaning

- (a) An Owner or Occupier must keep clean all exterior surfaces of glass in windows, doors and balustrading on the boundary of the Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

Approved Form 7	Strata Plan By-laws	Sheet 26 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

(ii) the glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

(b) Broken or cracked windows and doors must be promptly replaced with fresh glass of the same kind, colour and weight in accordance with Australian Standards.

13.2 Curtains and Blinds

(a) An Owner or Occupier may install curtains, drapes, louvres, shutters or blinds on the interior of the Lot as window covers provided those window covers:

- (i) have an appearance from outside the Lot which is white or off white; and
- (ii) do not detract from the visible amenity of the Building.


Vertical blinds are not permitted.

(b) No window will be covered with any reflective material or tint, without the approval of the Strata Committee.

(c) An Owner or Occupier must not affix to any Lot any:

- (i) shutters;
- (ii) awnings;
- (iii) blinds;
- (iv) flyscreens;
- (v) security screen/doors;
- (vi) shades;
- (vii) solar film or similar treatments;
- (viii) other window cover,

without first obtaining written approval from the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 27 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

13.3 Signs

An Owner or Occupier must ensure that no name, writing, drawing, sign board, plate, placard, signal, advertisement or illumination is inscribed or exposed on or at any window or other part of the Building, and no article is projected out of any window or over any Balcony without the approval in writing of the Owners Corporation.

14. SMOKING

Smoking is not permitted in the Common Property areas.

15. FIRE SAFETY

15.1 Compliance with fire

An Owner or Occupier must:


- (a) comply with all laws about fire safety;
- (b) 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 a Lot or on the Common Property to reduce the level of fire safety in the Lots or Common Property;
- (c) not obstruct fire stairs or fire escapes; and
- (d) not store or leave items in common corridors or common walkways.

15.2 Storage of inflammable liquids and other substances and materials

An Owner or Occupier must not, except with the approval of the Owners Corporation, use or store on any part of the Strata Scheme any explosive, toxic or flammable solid, liquid or gas other than where it is intended to be used solely for domestic purposes.

15.3 Integrity of Fire Safety Systems


- (a) An Owner or Occupier must not:
 - (i) interfere with or damage any Fire Safety Device; or

Approved Form 7	Strata Plan By-laws	Sheet 28 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (ii) activate a Fire Safety Device other than in the case of a hazard or danger to a Lot or the Common Property or any persons on a Lot or the Common Property.
- (b) An Owner or Occupier must:
 - (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device;
 - (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard on a Lot or the Common Property;
 - (iii) notify the Owners Corporation of a risk of fire or other hazard on a Lot or the Common Property; and
 - (iv) subject to receiving notice under By-law 15.3(c) give the Owners Corporation (and any service provider) access to a Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- (c) Except in the case of an emergency, the Owners Corporation must give reasonable notice in writing to an Owner or Occupier before exercising the right conferred by By-law 15.3(b)(iv).
- (d) Notwithstanding the provisions of this By-law 15.3, an Owner or Occupier remains responsible to keep and maintain smoke detectors within a Lot in good and serviceable order.
- (e) An Owner or Occupier is responsible for the costs, fee and charges the Owner Corporation incurs (as a liquidated sum payable on demand) in connection with any false fire alarm which is attributed to their actions, including costs charged by the fire brigade and emergency services.

16. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- (a) An Owner or Occupier must not transport or move into or out of a Lot any furniture, large object or deliveries to or from the Lot through or on Common Property, unless sufficient notice (being a minimum of 3 days) has first been given to the Owners Corporation and the Building Manager (or the Original Proprietor for the period up to

Approved Form 7	Strata Plan By-laws	Sheet 29 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

the expiration of the Initial Period) so as to enable the Owners Corporation (or the Original Proprietor for the period up to the expiration of the initial period) to arrange for its nominee to be present, if necessary, to oversee and inspect the move.

- (b) The Owners Corporation (or the Original Proprietor for the period up to the expiration of the Initial Period) may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property (whether in the Building or not) in a specified manner. Any damage to the Common Property caused by the Owner, the Occupier or their employees or contractors must be rectified by the Lot Owner at the Lot Owner's expense.
- (c) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.
- (d) Each Owner and Occupier must, when moving furniture and goods through the Strata Scheme, ensure that any Vehicle used to transport furniture and goods does not obstruct the movement of Vehicles on and through Common Property and is not parked within Common Property for longer than two hours.


17. FLOOR COVERINGS AND ACOUSTICS

17.1 Floor coverings

- (a) Subject to By-law 17.2, an Owner or Occupier must ensure that all floor space within a Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise reasonably likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot as determined by the Strata Committee in its sole discretion.
- (b) This By-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or ensuite.

17.2 Changes to floor coverings

An Owner must not change or alter the floor coverings of a Lot unless:

Approved Form 7	Strata Plan By-laws	Sheet 30 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (a) the Owner provides to the Strata Committee an independent acoustic report prepared by an expert approved by the Strata Committee; and
- (b) written approval is obtained from the Strata Committee; and
- (c) the provisions of By-law 17.1 are satisfied.

17.3 Equipment and machinery

An Owner or Occupier must ensure that equipment and machinery in a Lot or Common Property does not cause vibrations or noise in another Lot or other part of the Strata Scheme.

17.4 Power Tools

An Owner or Occupier may use power tools (for example, impact drills, electric saws) only between the hours of 7.30am to 5.30pm Monday to Fridays and 9.00am to 3.00pm on Saturdays. An Owner or Occupier must not use power tools on Sundays or public holidays in New South Wales.

17.5 Playing musical instruments

An Owner or Occupier may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am to 8.00pm. An Owner or Occupier must not play or rehearse on percussion instruments in a Lot or on the Common Property at any time.

17.6 Playing music


An Owner or Occupier must not play live or other music which exceeds 65dB(A) at the boundary of the Lot after 11.00pm (or another hour determined by the Owners Corporation, acting reasonably).

18. GARBAGE DISPOSAL

18.1 Removal of garbage to garbage room

Each Lot Owner or Occupier must:

- (a) ensure the removal of garbage from the Lot on a regular basis;

Approved Form 7	Strata Plan By-laws	Sheet 31 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (b) place garbage and waste (other than recyclable materials) in the area designated for the disposal of garbage and waste (other than recyclable materials) in the Garbage Room; and
- (c) place recyclable materials in the area designated for disposal of recyclable materials in the Garbage Room.


18.2 Council Collection

- (a) The Owners Corporation must procure the Building Manager to remove all rubbish from the Garbage Rooms to the collection point nominated by Council.
- (b) Garbage or recyclable material must not be placed outside the Building by an Owner or Occupier at any time.

18.3 Rules

The Owners Corporation may devise rules including a rubbish removal system for the removal of rubbish from each Lot and from the Common Property incorporating, amongst other things:

- (a) permitted means and times for disposal;
- (b) disposal routes;
- (c) permitted pick-up areas (if any);
- (d) location of rubbish removal;
- (e) storage of rubbish;
- (f) containment of rubbish;
- (g) regularity of rubbish removal;
- (h) segregation of rubbish; and
- (i) special rubbish requirements.

Approved Form 7	Strata Plan By-laws	Sheet 32 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

18.4 Owner and Occupier obligations


- (a) An Owner or Occupier must:
- (i) comply with all Council laws about disposal of garbage;
 - (ii) ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the Owner or Occupiers of other Lots;
 - (iii) comply with the rubbish removal rules, including the rubbish system, put in place by the Owners Corporation from time to time under By-law 18.3;
 - (iv) comply with any rubbish removal system devised by the Owners Corporation for rubbish removal from the land to the point of disposal.
- (b) The Owners Corporation will advise each Owner and Occupier of its rubbish removal system.
- (c) Each Owner and Occupier must comply with any rubbish removal rules, including the rubbish removal system.

18.5 Cleaning up spills

- (a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier does not comply with By-law 18.5(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

19. ENERGY EFFICIENT WASHING MACHINES

An Owner or Occupier must not install a washing machine within their Lot which achieves less than a 4 star energy rating and a 4 star WELS rating.

Approved Form 7	Strata Plan By-laws	Sheet 33 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

20. STORAGE AREA

20.1 Use of Storage Area

An Owner or Occupier must not:

- (a) use any Storage Area other than for storage of an Owner's or Occupier's personal property;
- (b) store any garbage, recyclable materials or flammable materials within any Storage Area;
- (c) enclose any Storage Area;
- (d) do anything within any Storage Area which causes damage or unreasonable interference with any other Lot or Common Property;
- (e) use a hose in any Storage Area;
- (f) install any gas or electrical fitting or equipment in any Storage Area;
- (g) affix any item to the Storage Area; or
- (h) cause interference with any Fire Safety Device.


20.2 Storage Area may not be watertight

The Owners Corporation is not liable for damages to or loss of property due to any Storage Area not being watertight.

20.3 Compliance with Fire safety

Each Owner and Occupier must comply with all Owners Corporation and fire protection agency requirements in relation to their use of the Storage Area which may include:

- (i) permitting access to the Owner or Occupier Storage Area for inspection purposes;
or
- (j) removing items which in any way obstruct a Fire Safety Device (for the avoidance of doubt, no item must be permitted to be within 500mm of a Fire Safety Device).

Approved Form 7	Strata Plan By-laws	Sheet 34 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338


20.4 Indemnity

- (a) Each Owner or Occupier indemnifies the Owners Corporation for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the Owners Corporation caused by that Owner's or Occupier's breach of By-Laws 20.1 and 20.3.
- (b) The indemnity in By-Law 20.4(a) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the Owners Corporation or of its agents, employees or contractors.

21. ANIMALS

21.1 Keeping animals

- (a) An Owner or Occupier may keep:
 - (i) an Assistance Animal used by an Owner or Occupier as an assistance animal;
 - (ii) fish (or other aquatic animals) kept in a secure aquarium;
 - (iii) not more than one (1) domestic cat; or
 - (iv) not more than one (1) domesticated dog (under 10 kilograms in weight),
within their Lot.
- (b) An Owner or Occupier must give the Owners Corporation written notice not later than 14 days after a permitted animal commences to be kept on the Lot.
- (c) An Owner or Occupier who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

Approved Form 7	Strata Plan By-laws	Sheet 35 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

21.2 Controlling animals

An Owner or Occupier must ensure that:


- (a) any animal permitted to be kept within a Lot under these By-laws does not wander on to Common Property or another Lot;
- (c) animals are restrained and controlled by the Owner or Occupier at all times when the animal is outside of the Lot;
- (d) all animal waste is picked up and disposed of properly; and
- (e) all areas soiled by any animal owned by an Owner or Occupier are properly cleaned.

21.3 Visitors' Animals

An Owner or Occupier must not allow a visitor to bring an animal into the Strata Scheme unless the animal is an Assistance Animal.

22. APPEARANCE OF LOT

- (a) An Owner or Occupier must not, without the written approval of the Owners Corporation, make a change to the external appearance of the Lot.
- (b) An Owner or Occupier which contains a balcony or terrace must be responsible for the maintenance of that area included as part of a title to a Lot. The Owner or Occupier must ensure that any plants kept in the inside area are maintained in good health and condition, so as not to be offensive in appearance to other Lot Owners or Occupiers and that the types of trees, shrubs, plants and the like must be in accordance with any rules made by the Owners Corporation and must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment by other Owners or Occupiers of their Lot.
- (c) An Owner or Occupier must not install any umbrellas or awnings on a Lot without first obtaining written approval from the Owners Corporation.
- (d) The operation of this By-law 22 is subject to the operation of all other By-laws.

Approved Form 7	Strata Plan By-laws	Sheet 36 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

23. PLANTER BOXES

Owners or Occupiers must:

- (a) not alter or otherwise interfere with the Planter Boxes;
- (b) not place anything on or above the Planter Boxes;
- (c) not cause damage to any of the Planter Boxes; and
- (d) only if required and upon reasonable notice from the Owners Corporation, permit third parties to access the Planter Boxes via their lots for the purposes of maintaining, repairing or altering the Planter Boxes.


24. USE OF LOTS

24.1 General use requirements

- (a) An Owner or Occupier must not use that Lot or permit their Lot to be used:
 - (i) for any purpose that may cause a nuisance or hazard or in any manner likely to interfere with the peaceful enjoyment of Owners or Occupiers of other Lots or any person lawfully using the Common Property;
 - (ii) for any illegal or immoral purpose or purposes that will interfere with the good reputation of the Strata Scheme;
 - (iii) for storage purposes other than the storage of domestic household items normally held residential accommodation; or
 - (iv) for any other purpose that may endanger the safety or good reputation of persons occupying a Lot within the Strata Scheme.
- (b) The Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

24.2 Cleaning and Maintenance of Lot


- (a) Each Owner is responsible for the maintenance of their Lot.

Approved Form 7	Strata Plan By-laws	Sheet 37 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (b) Each Owner or Occupier must ensure that their Lot is kept and maintained in good repair and condition and so as not to be offensive in appearance to other Lot Owners, the Building Manager, the Owners Corporation or the Building through the accumulation of excess rubbish or otherwise.
- (c) Each Owner must use all reasonable endeavours to ensure that nothing on any balconies, terraces and any internal areas with waters services causes any leak resulting in water escaping into other Lots or onto Common Property.

24.3 Repair and maintenance of Common Property

- (a) Subject to, and without limiting the operation of these By-laws, the provisions of the common property memorandum (as prescribed by the *Strata Schemes Management Regulation 2016* (NSW) from time to time) in regards to the responsibility ongoing maintenance of items within the Strata Scheme is adopted. A copy of the common property memorandum, current at the time of creation of the Strata Scheme, is attached as Annexure A to these By-laws.
- (b) Despite By-Law 24.3(a) (but subject to By-Law 24.3(c)), the Owner's Corporation is responsible for the maintenance, repair and/or replacement of the following items of Common Property:
 - (i) balustrades in place as at the date of registration of the Strata Plan, regardless of whether they are located outside or within a Lot;
 - (ii) privacy or other screens in place as at the date of registration of the Strata Plan, regardless of whether they are located outside or within a Lot;
 - (iii) awnings in place as at the date of registration of the Strata Plan, regardless of whether they are located outside or within a Lot; and
 - (iv) Planter Boxes within the Strata Scheme in place as at the date of registration of the Strata Plan, regardless of whether they are located outside or within a Lot;
- (c) If the maintenance, repair and/or replacement of the Common Property items noted in By-Law 24.3(b) is due to or a consequence of an Owner's or Occupier's negligent or wilful misconduct, the Owners Corporation may recover the costs of the

Approved Form 7	Strata Plan By-laws	Sheet 38 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

maintenance, repair and/or replacement of the Common Property item from the relevant Owner.

24.4 Appearance of Lot

An Owner or Occupier must not, without 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 rest of the Building.

24.5 Change in use of Lot to be notified

An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

24.6 Lights


Each Owner and Occupier is responsible for the repair, maintenance and replacement of all lights and associated transformers within their Lot (including on any Balcony).

25. RIGHT OF ENTRY

An Owner or Occupier, upon receiving reasonable notice from either the Building Manager or the Owners Corporation, must allow the Building Manager (its employees, agents and contractors) or the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them, the right of access to their Lot for the purpose of supplying services, carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to another Lot.

26. AERIALS AND RECEIVERS

No outside wireless, television, aerial, sky dish, receiver, satellite receiver, or other erection, construction, aerial, receiver or thing of like nature may be installed by any Owner or Occupier without the prior approval in writing of the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 39 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

27. SECURITY

27.1 Owners Corporation Obligations

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Strata Scheme; and
- (b) prevent fires and other hazards.

27.2 Audio Visual Security

In addition to its powers under the Act, the Owners Corporation:

- (a) has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Strata Scheme;
- (b) close off or restrict by Security Keys access to parts of Common Property; and
- (c) allow the Strata Manager, Building Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude Owners or Occupiers from using these parts of Common Property.

27.3 Further Owners Corporation's obligations


When it exercises its rights under this By-law 27, the Owners Corporation must not unreasonably:

- (a) shut down or interfere with the integrated security system for the Building; or
- (b) restrict access to parts of Common Property.

27.4 Owner and Occupier Obligations

An Owner or Occupier must:

- (a) not interfere with security cameras or surveillance equipment; and
- (b) not do anything that might prejudice the security or safety of the Strata Scheme; and

Approved Form 7	Strata Plan By-laws	Sheet 40 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (c) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

27.5 Security Keys

- (a) The Owners Corporation may charge the Owner or Occupier a fee or bond if they want extra or replacement Security Keys. Security Keys belong to the Owners Corporation.
- (b) Identification and/or proof of tenancy will be required prior to authorisation for replacement Security Keys.

27.6 Obligations in relation to Security Keys

Each Owner and Occupier must:


- (a) take all reasonable steps not to lose Security Keys; and
- (b) notify the Owners Corporation immediately if they lose a Security Key; and
- (c) not copy a Security Key; and
- (d) not give a Security Key to someone who is not an Owner or Occupier or the Owners Corporation; and
- (e) comply with the reasonable instructions of the Owners Corporation or the Building Manager and any Rules about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

27.7 Installing Security Devices

An Owner and Occupier may not without the prior written consent of the Owners Corporation install external security devices including, without limitation, screens, grilles on external doors or windows of a Lot or on Common Property.

27.8 Alarms

- (a) An Owner or Occupier may install a security alarm in a Lot without consent from the Owners Corporation only if:

Approved Form 7	Strata Plan By-laws	Sheet 41 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (i) the alarm is a "back to base" facility;
- (ii) the alarm is silent;
- (iii) the alarm does not have flashing lights; and
- (iv) the installation is not attached to and does not interfere with Common Property.


- (b) If the installation of a security alarm is attached to or interferes with Common Property, the Owner or Occupier must have consent from the Owners Corporation before they install the alarm.

28. PROVISION OF AMENITIES OR SERVICES

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) security services;
 - (ii) window cleaning;
 - (iii) garbage disposal and recycling services;
 - (iv) electricity, water or gas supply; and
 - (v) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in By-law 28(a) to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

29. SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served on an Owner 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.

Approved Form 7	Strata Plan By-laws	Sheet 42 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

30. INSURANCES


- (a) An Owner or Occupier must not, without the consent of the Owners Corporation, do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- (b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within five (5) business days of notification in writing by the Owners Corporation.

31. STORAGE OF BICYCLES

- (a) An Owner or Occupier must not permit any bicycle to be kept or stored on the Common Property, other than in an area as may be designated by the Owners Corporation on the basement level from time to time as a bicycle storage area.
- (b) Each Owner and Occupier acknowledges that each Owner or Occupier may only keep or store a maximum of two (2) bicycles per Lot in the designated area.

32. BUILDING WORK

- (a) All building, electrical and maintenance work to the inside of a Lot carried out by an Owner or Occupier or an authorised tradesperson must be carried out within the hours of 8.00am to 6.00pm Monday to Saturday inclusive except in the event of an emergency.
- (b) All works referred to in By-law 32(a), must be carried out:
 - (i) with the written consent of the Owners Corporation;
 - (ii) subject to such conditions as the Owners Corporation in their sole discretion determine;
 - (iii) in accordance with the Act and with all relevant statutory requirements and Council consent and approval; and
 - (iv) so that no damage is caused to services or pipes within the Building or the Common Property.


Approved Form 7	Strata Plan By-laws	Sheet 43 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (c) An Owner or Occupier must:
- (i) repair any damage caused to the Common Property as a result of any works undertaken in a Lot; and
 - (ii) leave common areas free of building materials, rubbish, dust, dirt and damage.
- (d) Each Owner and Occupier indemnifies the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of the Owner or an Occupier exercising the rights or complying with the obligations conferred by this By Law 32 or any failure to do so.
- (e) If an Owner or Occupier fails to comply with any notice given by the Owners Corporation under this By-law 32, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this By-Law 32.
- (f) Any expense incurred by the Owners Corporation under this By-law 32 is recoverable as a debt against the Owner or Occupier in a court of competent jurisdiction.
- (g) Subject to the Owner of Lot 2:
- (i) obtaining all necessary Council approvals; and
 - (ii) complying with this clause 32, including any conditions of the Owners Corporation given under clause 32(b)(ii),

the Owner Corporation will not withhold its consent to the Owner of Lot 2 constructing a pergola and outdoor kitchen on the courtyard of Lot 2.

33. COPY OF BY-LAWS TO BE PRODUCED TO TENANT

Where any Lot or Common Property is leased or rented, other than to an Owner, the lessor must upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these By-laws for the time being enforced in respect of the Strata Scheme.

Approved Form 7	Strata Plan By-laws	Sheet 44 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

34. COMPLIANCE WITH THE REQUIREMENTS OF AUTHORITIES

An Owner or Occupier must comply on time with all requirements and orders of authorities and all laws in connection with the Lot in the use or occupation of that Lot.

35. NOTICES TO BE OBSERVED


An Owner or Occupier must comply with the terms of any notice made on Common Property or by the Owners Corporation, a service provider, the Building Manager or any other relevant authority.

36. SELLING AND LEASING ACTIVITIES

The Original Proprietor and its agents need not obtain consent from the Owners Corporation to display a "for sale" or "for let" sign. An Owner or Occupier can only display "for sale" or "for let" signs after obtaining approval from the Strata Committee.

37. EMBEDDED NETWORK

- (a) The Original Proprietor or the Owners Corporation may licence or lease the Embedded Network Infrastructure to an Embedded Network Manager.
- (b) The Embedded Network Manager will have the right to:
 - (i) access, operate, maintain and keep in good repair the Embedded Network Infrastructure;
 - (ii) collect and store, within the Battery Storage Infrastructure, electricity generated using infrastructure housed within the Strata Scheme; and
 - (iii) pass cables, pipes and other infrastructure through any part of the Common Property to enable such activities.
- (c) The Embedded Network Manager may:
 - (iv) enter into an agreement or agreements for the sale of electricity generated using infrastructure housed on any building within the Strata Scheme; and

Approved Form 7	Strata Plan By-laws	Sheet 45 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (v) sell electricity generated using infrastructure housed on any building within the Strata Scheme to any third party on terms acceptable to the Embedded Network Manager.
- (d) The Owners and Occupiers of the Lots (other than the Embedded Network Manager) will have no right to:
 - (vi) purchase or use any of the electricity generated using infrastructure housed on any building within the Strata Scheme; or
 - (vii) any of the income received from the sale of electricity generated using infrastructure housed on any of the buildings within the Strata Scheme.
- (e) In addition to its powers under the Act and anything else within these By-Laws, the Original Proprietor or the Owners Corporation has the power under this By-Law to enter into an agreement with an Embedded Network Manager to provide an embedded network within the Strata Scheme.

38. LOT 1 – HOME OFFICE


- (a) Subject to the Owner of Lot 1:
 - (i) obtaining all necessary Council approvals; and
 - (ii) complying with this clause 38, including any conditions of the Owners Corporation given under clause 38(b)(ii),

the Owner Corporation will not withhold its consent to the Owner of Lot 1 operating a home office business from Lot 1.

39. ELECTRIC VEHICLE CHARGING

39.1 Connection to Electric Vehicle Charging

- (a) An Owner may request the Owners Corporation to arrange for the installation of an Electric Vehicle Charging Connection Point in the Owner's Car Space.
- (b) If requested by an Owner, the Owners Corporation must obtain a quote for the installation of an Electric Vehicle Charging Connection Point in the Owner's Car Space.


Approved Form 7	Strata Plan By-laws	Sheet 46 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (c) If an Owner accepts the quote obtained by the Owners Corporation:
- (i) the Owner must pay the amount of the quote to the Owners Corporation; and
 - (ii) the Owners Corporation must procure the installation of the Electric Vehicle Charging Connection Point in the Owner's Car Space.

39.2 Permitted Use and Behaviour

- (a) An Owner or Occupier must only use an Electric Vehicle Charging Connection Point for the purposes of charging compatible electric vehicles.
- (b) An Owner or Occupier who uses an Electric Vehicle Charging Connection Point must:
- (i) ensure that the electric vehicle concerned is compatible with the Electric Vehicle Charging Connection Point prior to commencing such use;
 - (ii) do so strictly in accordance with any applicable law, the requirements of any Authority, any restrictions or rules imposed by the Owners Corporation under this By-Law from time to time, and any applicable manufacturer's specifications or instructions; and
 - (iii) take reasonable care when using the Electric Vehicle Charging Connection Point to avoid risks of injury, death or damage to property in connection with such use; and
 - (iv) pay for all electricity costs incurred from the use of the Electric Vehicle Charging Connection Point.
- (c) The Owners Corporation may, by notice in writing given to Owners or Occupiers, impose restrictions or rules, not inconsistent with the terms of this By-Law (or the requirements of any applicable law or the requirements of any Authority), on the use of the Electric Vehicle Charging Connection Point as it sees fit from time to time.

39.3 Indemnity

Approved Form 7	Strata Plan By-laws	Sheet 47 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (a) An Owner or Occupier who uses a Electric Vehicle Charging Connection Point must indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the Owners Corporation caused by that Owner or Occupier's breach of this By-Law.
- (b) The indemnity in By-Law 39.3(a) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the Owners Corporation or of its agents, employees or contractors.

PART 3 – RIGHTS AND OBLIGATIONS OF OWNERS CORPORATION

40. ENFORCEMENT

40.1 Powers of the Owners Corporation

The Owners Corporation may do anything on a Lot that an Owner or Occupier should have done under the Act or the By-laws but which that Owner or Occupier has not done or, in the opinion of the Owners Corporation, acting reasonably, has not done properly.

40.2 Entering a Lot

The Owners Corporation must give an Owner or Occupier a written notice specifying when it will enter a Lot to do the work. An Owner or Occupier of the Lot must:


- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at the Owner or Occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

40.3 Recovery of money

The Owners Corporation may recover any money owed to it under the By-laws as a debt.

40.4 Act

The powers of the Owners Corporation under this By-law 40 are in addition to those which it has under the Act.

Approved Form 7	Strata Plan By-laws	Sheet 48 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

41. BUILDING MANAGER

41.1 Agreement

In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with a Facilitates Manager to provide management and operational services for the Building and the Strata Scheme.

41.2 Terms of the agreement

The agreement may have provisions about:

- (f) the rights of the parties to the agreement and the Building Manager to terminate the agreement early; and
- (g) the rights of the Building Manager to assign the agreement.

41.3 Remuneration

The remuneration for the Building Manager is at the discretion of the Owners Corporation and the parties to the agreement.


41.4 Owners and Occupiers Obligations

An Owner or Occupier must not interfere with or stop the Building Manager or Strata Manager:

- (a) performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Management Committee; or
- (b) using Common Property that the Owners Corporation permits them to use.

42. CORRESPONDENCE

All complaints or applications to the Owners Corporation must be addressed in writing to the secretary of the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 49 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

43. REQUEST TO THE SECRETARY

Any request for consideration of a particular matter by an Owner or Occupier must be referred to the secretary of the Owners Corporation and not to any member of the Strata Committee.

44. OWNERS CORPORATION RIGHTS TO RECOVER MONEY

The Owners Corporation may recover any money owing to it under these By-laws as a debt.

45. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES


- (a) An Owner or Occupier must pay or reimburse the Owners Corporation on demand for any expenses of the Owners Corporation paid to third parties contracted by the Owners Corporation in connection with the contemplated or actual enforcement or preservation of any rights under these By-laws in relation to the Owner or Occupier.
- (b) The costs, charges and expenses incurred under By-law 45(a) include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

46. OWNERS CORPORATION NOT LIABLE FOR DAMAGES

The Owners Corporation is not liable for damages to or loss of property or injury to any person in or near the Common Property due to any cause other than the negligence or fraud of the Owners Corporation or any employee or agent of the Owners Corporation.

47. INTEREST ON OVERDUE MONEY

- (a) An Owner or Occupier must pay the Owners Corporation interest on any amount that is due for payment and remains unpaid from and including the date it is due for payment.
- (b) Interest will be calculated in accordance with Section 85 of the Act.
- (c) Nothing in this By-law prevents the Owners Corporation from recovering any amount exceeding the interest calculated under this By-law as a consequence of any amount not being paid when due.

Approved Form 7	Strata Plan By-laws	Sheet 50 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

48. CERTIFICATE

A certificate signed by the Owners Corporation or the Building Manager, or the secretary of the Owners Corporation about a matter or sum payable to the Owners Corporation in connection with these By-laws or the Act is prima facie evidence of the amount or any other factual matters stated in it.

49. SEVERANCE

Clauses or parts of them which are not void or voidable may be severed from these By-laws but do not affect the validity or enforceability of the remaining clauses or parts of them in these By-laws.

50. POWER TO ENTER INTO AN AGREEMENT

In addition to its powers under the Act and anything else within these By-laws, the Owners Corporation has the power under this By-law to enter into an agreement with a provider to provide an embedded network within the Strata Scheme.


PART 4 – COMMON PROPERTY RIGHTS BY-LAWS

51. AMENDMENT OR CHANGES TO COMMON PROPERTY RIGHTS BY-LAWS

- (a) The By-laws in this part 4 are common property rights By-laws.
- (b) The Owners Corporation may only amend or cancel a common property right By-law:
 - (i) by Special Resolution; and
 - (ii) with the written consent of the Owners which have the use and privilege of the particular exclusive use By-law.

52. SCREENING DEVICES, SHUTTERS AND LOUVERS

- (a) Owners or Occupiers of Lots that have screening devices, shutters and louvres attached to the Balconies of their Lot as at the date of registration of the Strata Plan


Approved Form 7	Strata Plan By-laws	Sheet 51 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

have the exclusive use and enjoyment of those screening devices, shutters and louvres on the terms of this By-law 52.


- (b) Subject to By-law 52(a), the Owners or Occupiers referred to in By-law 52(a) are responsible for the repair, maintenance and replacement of screening devices, shutters and louvres at their cost and must ensure that the screening devices, shutters and louvres are kept in good and serviceable repair.
- (c) If an Owner or Occupier does not carry out its obligations under this By-law 52, the Owners Corporation can exercise the powers granted under By-law 32 to ensure the screening devices, shutters and louvres are adequately maintained.
- (d) If an Owner or Occupier wishes to replace the screening devices, shutters and louvres the Owner or Occupier must obtain the consent of the Owners Corporation and comply with By-law 32.

53. AIR CONDITIONING IN THE BUILDING

- (a) Each Owner is the owner of the Air-conditioning Unit and Condenser Unit that exclusively services its Lot and has the exclusive right and special privilege to:
 - (i) use the area of the Common Property, if any, where the Air-conditioning Unit and the Condenser Unit is located, including any ceiling void or roof area; and
 - (ii) pass and repass over such areas of the Common Property necessary to gain access to the Air-conditioning Unit and the Condenser Unit.
- (b) Each Owner is responsible for the repair, maintenance and replacement of the Air-conditioning Unit and the Condenser Unit.
- (c) An Owner may allow an Occupier to exercise its rights under this By-law 53. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Authorities to comply with the Owner's obligations under this By-law 53.
- (d) If an Owner or Occupier requires access to the any part of the Building (including the roof area of the Building) to repair, maintain and replace the Air-conditioning Unit and the Condenser Unit, the Owner or Occupier must:

Approved Form 7	Strata Plan By-laws	Sheet 52 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338


- (i) make all necessary arrangements with the Owners Corporation or Strata Manager for the Owner or Occupier and any person authorised by the Owner or Occupier to access that part of the Building;
 - (ii) ensure that only suitably qualified and licensed persons are authorised by the Owner or Occupier to access that part of the Building and carry out the works;
 - (iii) comply with, and ensure that any person authorised by the Owner or Occupier complies with, all safety requirements and other reasonable rules and requirements of the Owners Corporation or Strata Manager to access that part of the Building and carry out the works;
 - (iv) minimise any disturbance to other Owners and Occupiers when accessing that part of the Building and carrying out the works; and
 - (v) when accessing any part of the Building and carrying out the works, cause as little inconvenience as is practicable to any other Owner or Occupier.
- (e) All Air-conditioning Units and Condenser Units must be installed and operated at all times so as:
- (i) to comply with all requirements of any Authority; and
 - (ii) not to cause "Offensive Noise" as defined by the *Protection of the Environment (Operations) Act 1997*.
- (f) Damage to the Common Property adjacent to the Air-conditioning Units caused directly or indirectly by an Owner or Occupier must be made good by, and at the cost of, that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (g) Each Owner indemnifies the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of the Owner or an Occupier exercising the rights or complying with the obligations conferred by this By Law 53 or any failure to do so.

Approved Form 7	Strata Plan By-laws	Sheet 53 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (h) An Owner must reimburse the Owners Corporation for any increased premium for its insurance policies caused by an Owner or Occupier exercising their rights or performing their obligations under this By-law 53 or any failure to do so.

54. SERVICES AND EQUIPMENT

- (a) Each Owner and Occupier shall have exclusive use and special privilege over the ventilation systems, hot water system, exhaust fans, intercom handsets, windows (including frame/locks), balcony doors (including frames/locks), door closers and garage door/motor which exclusively services a Lot.
- (b) Each Owner and Occupier must, at the cost of the Owner or Occupier:
- (i) maintain, repair and, where necessary, replace the ventilation systems, hot water system, exhaust fans, intercom handsets, windows (including frame/locks), balcony doors (including frames/locks), door closers and garage door/motor which exclusively services the Owner's or Occupier's Lot;
 - (ii) use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current licence (if required) as approved by the Owners Corporation to maintain, repair and replace the ventilation systems, hot water system, exhaust fans, intercom handsets, windows (including frame/locks), balcony doors (including frames/locks), door closers and garage door/motor which exclusively services the Owner's or Occupier's Lot;
 - (iii) comply with the requirements of Authorities about ventilation systems, hot water system, exhaust fans, intercom handsets, windows (including frame/locks), balcony doors (including frames/locks), door closers and garage door/motor.
 - (iv) repair damage caused to Common Property caused by exercising rights under this By-law 54; and
 - (v) indemnify the Owners Corporation and the Owners and Occupiers of other Lots against all claims, damages and liability caused by exercising their rights or performing their obligations under this By-law 54 or any failure to do so.

Approved Form 7	Strata Plan By-laws	Sheet 54 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (c) Owners or Occupiers are responsible for maintenance contractors or tradespersons when on the Strata Scheme with respect to damage caused by them and the Owner or Occupier must supervise such contractors and tradespersons with respect to works related to the Owner's or Occupier's Lot.

55. COMMUNAL AREA

55.1 Common property right rights and special privileges

Owners and Occupiers of the Lots have:

- (a) exclusive use of the Communal Area; and
- (b) the special privilege to access, clean and use the Communal Area according to this By-Law 55.

55.2 Maintenance


Owners and Occupiers must, at their collective cost, properly maintain, clean, and operate the Communal Area and, where necessary, replace anything installed in the Communal Area according to this Exclusive Use By-Law (whether or not installed by an Owner or Occupier of a Lot).

55.3 Access

- (a) An Owner or Occupier must provide the Owners Corporation with access to the Communal Area to allow the Owners Corporation to exercise its rights or comply with its obligations under the Act, the By-Laws and any easements benefiting or burdening Common Property.
- (b) The Owners Corporation must provide Owners and Occupiers with reasonable notice before it requires access to the Communal Area (unless there is an emergency, when no notice is required).

55.4 Occupiers may exercise rights

An Owner may allow an Occupier to exercise its rights under this By-Law 55. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Authorities, to comply with the obligations under this By-Law 55.

Approved Form 7	Strata Plan By-laws	Sheet 55 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

55.5 Repairing Damage

The Owner must, at its cost:

- (a) comply with all Authority and Owners Corporation requirements in relation to the operation and use of the Communal Area; and
- (b) repair damage to Common Property or the property of another Owner or Occupier when rights or obligations under this By-Law 55 are exercised or performed.

55.6 Indemnities

The Owners and Occupiers indemnify the Owners Corporation against all claims, damages and liability caused by exercising their rights or performing their obligations under this By-Law 55 or any failure to do so.

55.7 Additional insurances


Owners and Occupiers must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising an Owner's or Occupier's rights or performing its obligations under this By-Law 55 or any failure to do so.

55.8 Rules


The Owners Corporation may make Rules in relation to the use of the Communal Area, including in relation to restricting the hours of use.

56. ROOFTOP SOLAR

- (a) The Original Proprietor or the Owners Corporation may grant the Embedded Network Manager:
 - (i) a lease or licence of part of the Rooftop Area (the **Rooftop Solar Area**); and
 - (ii) the special privilege to use, install, maintain, clean and operate the Solar Equipment on the Rooftop Solar Area.
- (b) The Embedded Network Manager:
 - (i) is the owner of the Solar Equipment on the Rooftop Solar Area; and

Approved Form 7	Strata Plan By-laws	Sheet 56 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (ii) has the right to pass cables, pipes and other infrastructure through any part of the Common Property to enable the electricity collected by the Solar Equipment to be:
- (A) stored within the Battery Storage Infrastructure; and
 - (B) transmitted from the Battery Storage Infrastructure.
- (c) The Embedded Network Manager will have the right to pass and repass over such areas of the Common Property necessary to gain access to the Rooftop Solar Area and the Embedded Network Infrastructure.
- (d) The Embedded Network Manager is responsible for the repair, maintenance and replacement of the components referred to in this By-Law 56 and must, when carrying out any of the works referred to in this By-Law 56.
- (e) If the Embedded Network Manager requires access to the any part of the Building (including the Rooftop Solar Area) to repair, maintain and replace the components referred to in in this By-Law 56, the Embedded Network Manager must:
- (i) make all necessary arrangements with the Owners Corporation or Strata Manager for the Embedded Network Manager and any person authorised by the Embedded Network Manager to access that part of the Building;
 - (ii) ensure that only suitably qualified and licensed persons are authorised by the Embedded Network Manager to access that part of the Building and carry out the works;
 - (iii) comply with, and ensure that any person authorised by the Embedded Network Manager complies with, all safety requirements and other reasonable rules and requirements of the Owners Corporation or Strata Manager to access that part of the Building and carry out the works;
 - (iv) minimise any disturbance to other Owners and Occupiers when accessing that part of the Building and carrying out the works; and
 - (v) when accessing any part of the Building and carrying out the works, cause as little inconvenience as is practicable to any other Owner or Occupier.

Approved Form 7	Strata Plan By-laws	Sheet 57 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (f) The Embedded Network Manager must, at its cost:
- (i) comply with all Authority and Owners Corporation requirements in relation to the operation and use of the Rooftop Solar Area; and
 - (ii) repair damage to Common Property or the property of another Owner or Occupier when rights or obligations under this By-Law 56 are exercised or performed.
- (g) The Embedded Network Manager must indemnify the Owners Corporation against all claims, damages and liability caused by exercising their rights or performing their obligations under this By-Law 56 or any failure to do so.
- (h) The Embedded Network Manager must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising an Owner's rights or performing its obligations under this By-Law 56 or any failure to do so.

57. DIRECT CAR PARK ACCESS

57.1 Common property rights and special privileges


If the Strata Scheme includes an access door from the level 2 Car Park to the level 2 Common Area Owners and Occupiers:

- (a) may access the Car Park via that door; and
- (b) have the special privilege to access and use that access door according to this By-Law 57.

57.2 Complying with directions

Owners and Occupiers must:

- (a) when accessing the Car Park via the access door on level 2, comply with the directions from the Owners Corporation, the Building Manager or the Facilities Manager; and
- (b) not prop open or use any method to keep open the access door on level 2.

Approved Form 7	Strata Plan By-laws	Sheet 58 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

57.3 Indemnity

The Owners and Occupiers indemnify the Owners Corporation against all claims, damages and liability caused by exercising their rights or performing their obligations under this By-Law 57 or any failure to do so.

58. COURTYARD ACCESS – LOT 2

58.1 Common property rights and special privileges

The Owner of Lot 2 has:

- (a) exclusive use of the Lot 2 Courtyard Gate; and
- (b) the special privilege to access and use the Lot 2 Courtyard Gate according to this By-Law 58.

58.2 Costs


The Owner of Lot 2 is responsible for the cost of maintaining and repairing (and if necessary, replacing) the Lot 2 Courtyard Gate.

58.3 Access

- (a) The Owner of Lot 2 must provide the Owners Corporation with access to the Lot 2 Courtyard Gate to allow the Owners Corporation to exercise its rights or comply with its obligations under the Act and the By-Laws.
- (b) The Owners Corporation must provide the Owner of Lot 2 with reasonable notice before it requires access to the Lot 2 Courtyard Gate (unless there is an emergency, where no notice is required).

58.4 Occupier may exercise rights

The Owner of Lot 2 may allow an Occupier to exercise its rights under this Exclusive Use By-Law. However, the Owner of Lot 2 remains responsible to the Owners Corporation and, where appropriate, Council or other authorities, to comply with the obligations under this By-Law 58.

Approved Form 7	Strata Plan By-laws	Sheet 59 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

58.5 Indemnity

The Owner of Lot 2 indemnifies the Owners Corporation against all claims, damages and liability caused by exercising their rights or performing their obligations under this By-Law 58 or any failure to do so.

PART 5 – DEFINITIONS AND INTERPRETATION

59. DICTIONARY

In these By-laws unless the contrary intention appears:

Act means the *Strata Schemes Management Act 2015 (NSW)*;


Additional Buildings means the additional buildings and improvements erected or proposed to be erected or erected on the Site (other than the Building) for community, retail, retirement, commercial and other uses.

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (c) Council; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the *Environmental Planning and Assessment Act 1979 (NSW)*.

Balcony means a balcony, patio or terrace shown as part of or attached to a Lot or Common Property on Strata Plan.

Battery Storage Infrastructure means the infrastructure required for the collection and storage of electricity generated from the Solar Equipment within the Strata Scheme.

Approved Form 7	Strata Plan By-laws	Sheet 60 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

Building means the buildings and improvements erected or proposed to be erected on the Site comprising the Strata Scheme described as 'Building A, Solaris', 4 Lake Street, Forster.

Building Manager means the person appointed by the Owners Corporation as its building manager under Section 26 of the Act, and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Car Park means that part of the Scheme containing the Car Spaces and Visitor Car Spaces, the Garbage Room, Storage Areas and part of the Common Property.

Car Space means that part of a Lot within the Car Park which is designated on the Strata Plan as a car space or a motorcycle car space for the Strata Scheme.

Commercial Lots means those lots located on the Site (other than the Residential Lots and the Common Property), which as at the date of these by-laws are expected to contain lots owned by Council, the Original Proprietor and third parties for use, among other things, as a council lot, retail, retirement and restaurant.

Common Property means the common property of the Strata Scheme created on registration of the strata plan accompanying these By-laws.


Communal Area means that part of the Common Property on Level 3 which contains communal facilities and can be used as a communal gathering area.

Council means MidCoast Council.

Electric Vehicle Charging Connection Point means the electric vehicle charging outlet installed from the electrical vehicle charging station to an Owner's Car Space including all cabling, services or other connecting hardware, isolation switches and circuit breakers.

Embedded Network Infrastructure means all services infrastructure passing throughout the Building which is owned, leased, managed or operated by an Embedded Network Manager and includes (but is not limited to) hot water plant and equipment, electricity metres, Battery Storage Infrastructure and Solar Equipment.

Embedded Network Manager means a service provider accredited by the Australian Energy Market Operator who owns, leases, manages, provides or operates the Embedded

Approved Form 7	Strata Plan By-laws	Sheet 61 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

Network Infrastructure and includes any entity nominated by the Embedded Network Manager to be the owner or lessee of Embedded Network Infrastructure.

Exclusive Use By-law means those By-laws in part 4 of these By-laws.

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Scheme;
- (b) provides lighting in the case of smoke, heat or fire within the Scheme;
- (c) controls access throughout the Scheme in the case of smoke, heat or fire in the Scheme (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Scheme; or
- (e) is required by law for fire safety or that otherwise improves fire safety;

Garbage Room means the garbage room forming part of the Common Property.

Initial Period has the meaning the term is given under the Strata Titles Legislation.

Lift means the area of the Common Property known as 'lift' on the Strata Plan.

Lot is a lot in the Strata Scheme.

Lot 2 Courtyard Gate means the access gate located in the boundary of Lot 2's courtyard leading out to the Common Property on level 2.


Management Committee has the meaning given to the term in the Strata Management Statement registered in relation to the Building of which the Strata Scheme forms part.

Occupier means an occupier, lessee, licensee, sub-lessee or sub-licensee of a Lot.

Original Proprietor means Enyoc Pty Ltd ACN 098 769 469 as trustee for the Graham Dong Family Trust ABN 41 606 503 623.

Owner means:

- (a) the registered owner of a Lot;

Approved Form 7	Strata Plan By-laws	Sheet 62 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots;
- (c) for an Exclusive Use By-law, the owner(s) of the Lot(s) benefiting from the Exclusive Use By-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation is the owners corporation created on registration of the Strata Plan accompanying these By-laws.

Planter Box means any item of Common Property which contains landscaping elements such as trees, plants, soil etc., and/or associated landscaping structures (including planter boxes, seating etc.) and/or associated landscaping systems (including irrigation systems and apparatus). For the avoidance of doubt, Planter Box does not include other planter boxes located on other areas of the Site outside the Strata Scheme.

Residential Lots means those lots the subject of the Strata Scheme.

Rooftop Area means any that part of the roof area of the Building shown as "EU" on the roof in the Strata Plan.

Rooftop Solar Area means that part of the roof other than the Rooftop Area that may be allocated for rooftop solar.


Rules are rules made by the Owners Corporation according to these By-laws.

Security Keys means all keys, magnetic cards and other devices used to:

- (a) open and close doors, gates, buildings or locks; and
- (b) operate alarms, security systems and communication systems.

Site means the development known as Solaris and Forster Civic Centre, developed or proposed to be developed on the land original comprised in Lots 1- 6, DP 12703067.

Solar Equipment means any solar heating, solar electric, photovoltaics or similar system designed for the collection of electricity.

Approved Form 7	Strata Plan By-laws	Sheet 63 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only SP106338 Office Use Only	

Storage Area means that part of a Lot which has been approved by the relevant Authority for use as a storage area.

Strata Committee means the Strata Committee appointed in accordance with the Act.

Strata Management Statement means the strata management statement for the Building.

Strata Plan means the plan of subdivision identified as SP

Strata Titles Legislation means the *Strata Schemes (Freehold Development) Act 2015* (NSW) and the *Strata Schemes Management Act 2015* and regulations made under the acts, as amended or replaced from time to time.

Strata Scheme means those lots created on registration of the Strata Plan.


Vehicle includes a car or motor bike.

Visitor Car Spaces those areas of Common Property, if any, designated on the Strata Plan for parking of Vehicles by visitors to the Scheme.


60. **INTERPRETATION**

In these By-laws unless the context otherwise requires:

- (a) words that these By-laws do not explain have the same meaning as they do in the Act;
- (b) a reference to a thing includes the whole or each part of it;
- (c) a reference to a document includes any variation or replacement of it;
- (d) a reference to a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (e) a reference to a person includes their executors, administrators, successors, substitutes (including, but limited to, persons taking by novation) and assigns;
- (f) the singular includes the plural and vice versa;
- (g) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or documents issued under it;

Approved Form 7	Strata Plan By-laws	Sheet 64 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only SP106338	


- (h) any grammatical form of a defined word or expression has a corresponding meaning;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (j) headings do not affect the interpretation of the By-laws.

Approved Form 7	Strata Plan By-laws	Sheet 65 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338


ANNEXURE A – COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) gutters (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door or lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic

Approved Form 7	Strata Plan By-laws	Sheet 66 of 70 sheet(s)
Registered:	Office Use Only	Office Use Only
 21/07/2023	SP106338	


	closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	(a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit

Approved Form 7	Strata Plan By-laws	Sheet 67 of 70 sheet(s)
Registered:	Office Use Only	Office Use Only
 21/07/2023	SP106338	


	(d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

Approved Form 7	Strata Plan By-laws	Sheet 68 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Approved Form 7	Strata Plan By-laws	Sheet 69 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

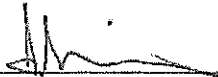
EXECUTION PAGES

LANDOWNER

Company Name: Enyoc Pty Ltd ACN 098 769 469

Company ACN: 098 769 469

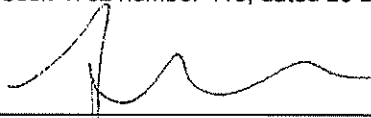
Authority: By its Attorney who holds the position of Partner at Moray & Agnew Lawyers under Power of Attorney registered book 4782 number 413, dated 23 December 2020



Signature of Witness

Indrani Carlin

Name of Witness (print)




Signature

Fiona Nelson

Name of Signatory

2/45 Watt Street, Newcastle NSW 2300

Address of Witness

Approved Form 7	Strata Plan By-laws	Sheet 70 of 70 sheet(s)
Registered:  21/07/2023	Office Use Only	Office Use Only SP106338

MORTGAGEE

Company Name: MCH Agency Services Pty Ltd
Company ACN: 636 392 928
Authority: Section 127 of the Corporations Act 2001

Electronic signature of me, Justin Hynes, affixed
by, or at my direction on 24/05/2023



Signature of Director

Justin Hynes

Name of Director (print)

Electronic signature of me, Andrew Tremain,
affixed by, or at my direction on 24/05/2023



Signature of Director/Secretary*

(Please delete as applicable)

Andrew Tremain

Name of Director/Secretary*

(Please delete as applicable)