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Land Registry Document Identification

AT459239

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP80981	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP80981
Other legal entity

Meeting Date

14/08/2023

Amended by-law No.

Details n/a

Added by-law No.

Details special by-law 14

Repealed by-law No.

Details n/a

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP80981
Signer Name ASHLEY HOWARD
Signer Organisation KERIN BENSON LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/09/2023



ANNEXURE A



Consolidated By-Laws for Strata Plan No. 80981

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Consolidated by-laws SP80981

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot 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 as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

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

11 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals (amended 28 October 2009 and repealed and replaced 11 February 2021)

1. Subject to 139 (5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property. Such approval must not be unreasonably withheld.
2. Owners or occupiers may make an application to the owners corporation for the approval of the keeping of an animal.
3. The application referred to in clause 2 of this by-law must be made in writing to the owners corporation and must contain at least the following:
 - (a) a detailed description of the animal proposed to be kept (including details of the breed and weight of the animal); and
 - (b) a photograph of the animal;
 - (c) a copy of the registration of the animal with Council (if the animal is a dog or cat);
 - (d) a copy of a certificate or certificates of vaccinations (if applicable).

4. An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the owners corporation at either a general meeting of the owners corporation or at a strata committee meeting within 28 days of the date of the application.
5. Any approval given by the owners corporation under this clause may contain any reasonable conditions approved by the owners corporation at the time that the consent is given in addition to the conditions in clause 4 of this by-law.
6. In keeping any small caged bird, or fish kept in a secured aquarium or any other animal approved by the owners corporation, an owner or occupier of a lot shall:
 - (a) keep the animal within the boundaries of their lot;
 - (b) ensure that when an animal is taken across common property that it is kept secured and, if the animal is a dog, carry that animal across the common property;
 - (c) comply with any directions of or guidelines as may be published by the strata committee from time to time; and
 - (d) do all acts and things necessary to:
 - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property; and
 - ii. clean any areas of a lot or common property that are soiled by the animal; and
 - (e) remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the owners corporation against any costs or losses arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of cleaning.
7. If an owner or occupier does not comply with any obligation under this by-law, then the owners corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
8. If any approval to keep an animal is revoked or terminated by the owners corporation then the owner or occupier shall remove the animal from the scheme within 28 days from the date that a written notice is given to the owner or occupier by the owners corporation. For clarity, this power is delegated to the strata committee.
9. An owner or occupier must not allow any visitor to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.

17 Appearance of lot

- (1) The owner or occupier of a lot 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.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) 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:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

20 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-law 1 – Air Conditioners (passed 28 October 2009)

That by special resolution and in accordance with section 52 of the Strata Schemes Management Act 1996 the owners for the time being of lots 6 and 14 be given special privilege to locate air conditioners on the common property adjacent to their units (position to be approved by owners corporation).

Installation is conditional on the owner/occupier being solely responsible for all installation costs, rectification costs where the garden has been affected, upkeep, maintenance or replacement and all other costs relating to and including installation.

Special By-law 2 – Awnings (passed 28 October 2009)

That by special resolution and in accordance with section 52 of the Strata Schemes Management Act 1996 the owners for the time being of lots 1, 2 and 3 be given special privilege to erect an awning, providing it is in keeping with the awning installed at lot 3 at the 11th March 2009 and meet the following criteria: manufacturer: Aluxor Awning Systems; model: stratos1, folding arm; colour: DC6082-grey; non motorised

Installation is conditional on the owner/occupier being solely responsible for all installation costs, upkeep, maintenance or replacement and all other costs relating to and including installation.

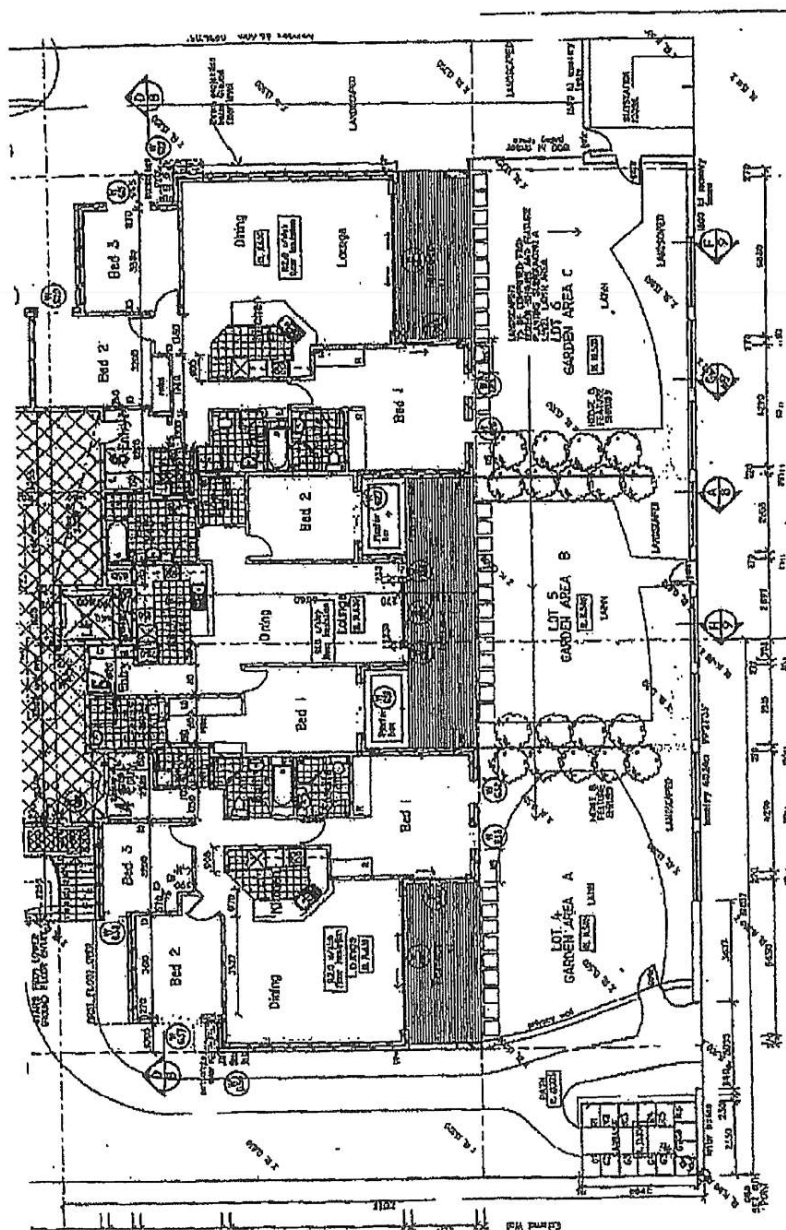
For any other system, configuration, or modifications to an existing awning, approval from the Executive Committee must be obtained.

Special By-law 3 – Exclusive Use Garden Area (passed 28 October 2009)

- (1) The Owner for the time being of the following lots is entitled to the exclusive use and enjoyment of that part of the common property set out below ("Garden Area") designated on the Plan annexed hereto and marked "A" on the terms and conditions set out in this By-Law.

<u>Lot</u>	<u>Garden Area</u>
4	A
5	B
6	C

- (2) The Owner of a Lot who is entitled to the exclusive use and enjoyment of the Garden Area shall:
- (a) be responsible at his own cost and expense for the proper maintenance and upkeep of the Garden Area, failing which the Owner's Corporation shall be entitled to enter on the Garden Area and maintain it at the expense of the Owner.
 - (b) indemnify and keep indemnified the Owner's Corporation against any sum payable by the Owner's Corporation by way of increased insurance premium as a direct or indirect result of the use of the Garden Area;
 - (c) indemnify and keep indemnified the Owner's Corporation against all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owner's Corporation and arising directly or indirectly from the use of the Garden Area.
- (3) The Owner must not erect any structure on the Garden Area without the prior written approval of the Owner's Corporation.



Special By-law 1 – Flooring (passed 21 July 2010)

- (1) An owner of a lot must not install tiles, timber, concrete, terrazzo or other hard surface flooring ("hereinafter called "hard flooring") in any room within the lot other than in a kitchen, laundry or bathroom, without obtaining prior written approval of the Executive Committee, which written approval shall not be given unless the owner complies with the following conditions:
 - (a) that sound insulation underlay is installed below the hard flooring so that sound transmission readings that do not exceed L'nT,w of 50dB are achieved when measured in accordance with International Standard ISO 140-7 and rated in accordance with ISO 717.2 or such international standard that

supersedes that standard, where L'nT,w is the weighted standardised impact sound pressure level; and

- (b) that the owner maintains and repairs the underlay and the hard flooring and renews or replaces it when necessary so as to keep it in a state of good and serviceable repair.
- (2) Any underlay and hard flooring installed by a Lot owner shall not form part of the building for the purpose of policies of insurance required to be held by the Owners Corporation pursuant to Section 83 of the Strata Schemes Management Act 1996.
- (3) Any underlay or flooring that had been installed as at the date of registration of the Strata Plan shall form part of the building for the purpose of policies of insurance required to be held by the Owners Corporation pursuant to Section 83 of the Strata Schemes Management Act 1996.
- (4) In the event that the owner fails to comply with conditions 1(a) and/or (b) above after being requested in writing to do so by the Owners Corporation, the Owners Corporation shall be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work by its servants, agents or contractors, and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the lot.
- (5) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (6) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 2 – Hosing and washing of balconies (passed 21 July 2010)

- (1) An owner or occupier of a lot must not hose or wash any balcony servicing his lot in breach of any statutory regulation concerning the use of water which is in force in New South Wales from time to time.
- (2) An owner or occupier of a lot must not hose or wash any balcony servicing his lot, other than between the hours of 8:00 am and 10:00 am on Saturdays or when it is raining, provided hosing a balcony between those hours is not prohibited by any statutory regulation in force in New South Wales at that time.
- (3) An owner or occupier of a lot shall use his best endeavours to prevent water escaping from or running off a balcony servicing his lot and causing nuisance to the owner or occupier of another lot or lots.

Special By-law 3 – Access to Lots for fire inspections, repairs and maintenance (passed 21 July 2010)

- (1) Section 65 of the Strata Schemes Management Act 1996 ("the Act") empowers an Owners Corporation, by its agents, servants or contractors, to enter upon any part of the parcel of land comprising Strata Plan No. 80981 for the purpose of:
 - (a) carrying out work required to be carried out by the Owners Corporation in accordance with the Act;

- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by a public authority;
 - (c) carrying out work required to be carried out by the Owners Corporation by an order made under the Act, or
 - (d) for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.
- (2) An owner or occupier of a lot must not obstruct or hinder the Owners Corporation, its agents, servants or contractors from entering upon a lot for any of the purposes set out in clause 1 above.
- (3) An owner or occupier of a lot shall allow the Owners Corporation, its agents, servants, or contractors to have access to his lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any plant, equipment or services within the building, including but not limited to fire safety plant and equipment.
- (4) Other than in the case of an emergency, the Owners Corporation, by its Executive Committee or strata managing agent, shall give a lot owner or occupier not less than 7 days prior written notice of the date and time at which access to the lot will be required by the Owners Corporation, its agents, servants, or contractors for the purpose of servicing, certifying, inspecting or carry out work on or in relation to any plant, equipment or services within the building.
- (5) If an owner or occupier fails to give the Owners Corporation, its agents, servants, or contractors, access to his lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any plant, equipment or services within the building after being given not less than 24 hours notice in writing of the date and time at which access was required, the Owners Corporation shall be entitled to charge to the owner of that lot all costs incurred by it as a result of access not being given, and may recover those costs as a debt against the lot.
- (6) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (7) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 4 – Transportation of goods (passed 21 July 2010)

- (1) The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996:-
 - (a) the authority to determine from time to time the conditions on which owners and occupiers of lots and their employees, servants, agents and contractors are permitted to move Goods into, upon, or through the common property of Strata Plan No. 80981;
 - (b) the power to charge a Bond; and
 - (c) the power to regulate the use of the Lift,
- (2) Definitions and interpretation:

In this by-law:

- (i) Words importing the singular include the plural and vice versa.
 - (ii) Words importing a gender include any gender.
 - (iii) In the event of any contradiction or inconsistency between this by-law and any other by-law applicable to the strata scheme, this by-law shall prevail to the extent of that contradiction or inconsistency.
 - (iv) "Bond" means a refundable bond such as the Executive Committee or Owners Corporation shall determine from time to time, which shall be payable in accordance with clause 8 of this by-law;
 - (vi) "Common Property" means the common property within Strata Plan No. 80981;
 - (vii) "Goods" means any furniture or large object including any crate or trolley containing or carrying furniture, equipment or supplies;
 - (viii) "Owners Corporation" means The Owners-Strata Plan No. 80981.
- (3) An owner or occupier of a lot shall comply with directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property
 - (4) An owner or occupier of a lot shall direct any tradesperson, removalist or courier who is to move Goods into, upon, or through the Common Property, to comply with all directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.
 - (5) An owner or occupier of a lot shall ensure that protective padding is installed in the lift within the Common Property prior to moving or carrying Goods within a lift.
 - (6) An owner or occupier of a lot shall ensure that protective sheets or covers are placed on the floor of the Common Property prior to carrying or moving Goods, as is reasonably necessary to prevent damage to the floor.
 - (7) An owner or occupier of a lot shall leave the Common property, including the lifts, in a clean and tidy state after carrying or moving Goods into, upon, or through the Common Property.
 - (8) An owner or occupier of a lot shall ensure that the movement of Goods through the Common Property does not interfere with or obstruct the reasonable use of the Common Property.
 - (9) An owner or occupier of a lot shall be liable for the cost of repairing any damage caused to the Common Property or to the Property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier.
 - (10) In the event that an owner or occupier fails to rectify any damage to the Common Property or to the property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier, the Owners Corporation may:
 - (i) carry out all such work as is necessary to comply with that obligation; and

- (ii) recover the costs of such work from the defaulting owner as a debt against the lot.
- (11) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (12) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.
- (13) In the event that the owner or occupier of a lot does not comply with any obligation under this by law, the Owners Corporation shall be entitled to use so much of the Bond as is necessary to comply with that obligation and shall refund the balance of the Bond, if any, to the owner or occupier, after doing so.

Special By-law 5 – Prohibition against short-term accommodation (passed 21 July 2010)

- (1) An owner or occupier of a lot must not permit the use of the lot for residential purposes by a lessee or tenant unless:
 - (a) the lessee or tenant is party to a residential tenancy agreement in the terms prescribed by the regulation under the Residential Tenancies Act 1987;
 - (b) the residential tenancy agreement is for a term of not less than six months
 - (c) No part of a lot eg. garage, or storage area can be leased separately from a lot.
- (2) An owner or occupier of a lot may not use the lot or allow it to be used as a serviced apartment or for hostel, backpacker or holiday accommodation.
- (3) For the purposes of this by-law, "holiday accommodation" means a lease, sub-lease or a licence to use a lot for accommodation during a holiday, being a period of three months or less.,
- (4) Any owner or an occupier of a lot may not use the lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979.
- (5) An owner or occupier of a lot may not advertise that the lot is available for a purpose proscribed by this by-law.

Special By-law 6 – Works within a Lot (passed 21 July 2010)

- (1) Definitions and interpretation:

In this by-law:-

- a. Words importing the singular include the plural and vice versa.
- b. Words importing a gender include any gender.
- c. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time;

- d. "Common Property" means the common property within Strata Plan No. 80981;
 - e. "Works" means any work which:
 - i. interferes with the support or shelter provided by a lot for another lot or for the Common Property;
 - ii. alters any electrical, plumbing, drainage, gas or other service in or to a lot;
 - iii. affects the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - iv. affects the structure of a lot, including but not limited to the removal of or installation of any walls or columns within a lot.
- (2) The owner of a lot must obtain approval in writing from the Owners Corporation prior to undertaking or commencing any Works.
 - (3) In the event that an owner intends to carry out any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, that owner or occupier shall not carry out such work until such by-law or special resolution has been approved by the Owners Corporation in accordance with the requirements of the Act.
 - (4) Any application by an owner or occupier of a lot for approval to carry out Works or any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, must be in writing and be accompanied by plans and specifications for the proposed works, details of the dates and times during which work is proposed to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building.
 - (5) If the proposed work includes the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the owner or occupier shall provide to the Owners Corporation, in addition to the information set out at clause 4 above, drawings and certification from a practicing structural engineer in favour of the Owners Corporation that the proposed works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed works.
 - (6) If the proposed works involve the installation or replacement of a waterproofing membrane or flashing, the owner or occupier must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.

Before the Works

- (7) Before starting the works, the owner must:-

Provide the Owners Corporation with:-

- i. A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- ii. A copy of any requisite construction certificate for the works under Part 4A of the Environmental Planning and Assessment Act 1979;

- iii. A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989;
 - iv. Evidence of currency for the duration of the works of Contractors' All Risks insurance cover to a minimum of \$10 million per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the owner is a named party; and
 - v. A bond of \$1,000, which may be used by the Owners Corporation in accordance with conditions 9 to 13 of this by law.
- (8) If the works will involve the use of jackhammers or percussion instrument tools, the owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and adjacent lots, at his own cost, prior to the commencement of the works.
- (9) The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the owner pursuant to clause 5 of this by-law and to inspect the works. The owner shall pay that independent engineer's fees on demand.
- (10) The owner shall give the Owners Corporation 14 days notice in writing prior to the date of commencement of the works, and a copy of that notice shall be placed on the noticeboard by the owner, and such notice shall include the commencement date of the works, the expected duration of the works, the lot number in which the works are to be carried out, the expected date on which any jackhammer or percussion instrument tool is to be used, and the name and telephone number of a contact person to receive queries or complaints about the works.
- (11) An owner shall take all reasonable steps during the course of the works to cover Common Property floors, carpets, walls and doors so as to protect them from damage and soiling.
- (12) An owner shall not be permitted to install or construct a kitchen, bathroom or laundry above any part of a bedroom, living room or lounge room of the lot below.
- (13) An owner who wishes to install a spa bath must ensure that it will achieve a minimum five star rating, as defined by the Association of Australian Acoustical Consultants, and must not use a spa bath if it generates noise or vibration that can be heard within another lot in the strata scheme.

The Works

- (14) In undertaking the works, the owner must by himself, his agents, servants and contractors:-
- i. use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. comply with all conditions and requirements of the local Council;
 - iii. comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
 - iv. comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 9 of this by-law;

- v. not permit water to penetrate any part of the lot to any Common Property or other lot;
- vi. not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
- vii. carry out the works between 7:30 am and 5:30 pm from Monday to Friday, excluding public holidays; and
- viii. comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under section 52 of the Act, or a special resolution under Section GSA of the Act;
- ix. remove all tools, building materials and debris from the Common Property at the end of each day during the course of the works;
- x. clean all dirt, dust and debris from Common Property at the conclusion of the works; and
- xi. permit the Owners Corporation's independent engineer access to the lot during the course of the works for the purposes described in clause 9 of this by-law.

After the Works

(15) After completion of the works, the owner must:

- i. provide the Owners Corporation with a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979;
- ii. plans identifying the location of plumbing, gas and electrical services altered during the course of the works;
- iii. copies of all membrane and flashing guarantees and warranties;
- iv. a copy of as-built drawings, if changes to the plans and specifications approved by Council and the Owners Corporation have been made.

Maintenance

- (16) The owner must maintain the additions installed in the course of the works (including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.
- (17) The owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

- (18) The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Indemnity

- (19) The owner must indemnify the Owners Corporation against any liability or expense arising out of the works or the installation, use, maintenance, repair, renewal,

replacement or removal of the improvements installed in the course of the works, including any liability under Section 65(6) of the Act for damage to Common Property or the property of any owner or occupier of another lot.

Insurance

- (20) The owner must apply the proceeds of a claim in respect of insurance referred to in clause 7(iii) of this by-law to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- (21) The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 7(iii) or 7(iv) of this by-law.
- (22) The owner appoints the Owners Corporation its attorney for the purposes of clauses 20 and 21, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Owners Corporation may do Work and Recover Costs

- (23) If the owner fails to carry out any of his obligations under this by law after being requested in writing to do so by the Owners Corporation, the Owners Corporation is entitled, pursuant to the provisions of Section 63(3) of the Act to carry out the work and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the Lot.
- (24) Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (25) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 7 – Electronic Delivery of Notices (passed 21 July 2012)

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law 8 – Air-Conditioning Units (passed 3 July 2013)

Scope of By-law

- (1) This by-law is made for the purposes of managing, regulating and controlling the repair and maintenance of existing, replacement and/ or new Air-Conditioning Units installed within an owners lot and so much of the common property that is necessary.
- (2) For the purpose of this by-law, an "Air-Conditioning Unit" means -

- (a) any air-conditioning unit and/ system serving a lot and originally installed within an owners lot and/ or the common property (including ancillary equipment such as external condensers and piping);
 - (b) any replacement air-conditioning unit and/ system installed by an owner within their lot (including ancillary equipment such as external condensers and piping); and /or
 - (c) any new air-conditioning unit and/ system installed by an owner within their lot (including ancillary equipment such as external condensers and piping) prior and /or subsequent to the making of this by-law.
- (3) The owner must replace and install any Air-Conditioning Unit in accordance with the conditions provided in this by-law.

Conditions

- (4) The owner must obtain written approval for the installation and positioning of any new or replacement Air-Conditioning Unit from executive committee of the owners corporation, the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to installation of Air- Conditioning Units on lots.
- (5) The owner must submit to the Owners Corporation the following documents relating to the installation of any new or replacement Air-Conditioning Unit prior to obtaining written approval from the Owners Corporation:
- (a) plans and drawings including colour, type and method of installation;
 - (b) diagrams including size, proposed location and dimensions;
 - (c) performance specifications; and/or
 - (d) any other documents reasonably required by the Owners Corporation.
- (6) The owner must ensure the installation of any new or replacement Air-Conditioning Unit is done by duly licensed insured contractor and is completed in a proper and workmanlike manner.
- (7) The owner must ensure the Air-Conditioning Unit's quiet operation, having regard to the adjoining lot owners.
- (8) The owner is responsible for ensuring that any water from the Air-Conditioning Unit is drained appropriately through the installation of a condenser tray and the owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

Liability and Indemnity

- (9) The owner is responsible for the proper maintenance of the Air-Conditioning Unit and the common property to which the Air-Conditioning Unit is erected or attached, and keeping it in a state of good and serviceable repair.
- (10) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Air-Conditioning Unit on their lot including any liability under section 65(6) of the Act in

respect of repairing or maintaining the common property attached to the Air-Conditioning Unit.

- (11) The owner indemnifies the Owners Corporation of any liability in respect any proceedings, actions or claims is made against the Owners Corporation as a result of the using, replacing and / or installing the Air-Conditioning Unit.
- (12) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Breach of By-law

- (13) The Owners Corporation reserves the right to order an owner to remove and/or relocate an Air- Conditioning Unit and reinstate the common property to its original state, at the owners cost, if -
 - (a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or
 - (b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the Air-Conditioning Unit.
- 14. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 9 – Hot Water Systems (passed 3 July 2013)

Scope of By-law

- (1) This by-law is made for the purposes of managing, regulating and controlling the repair and maintenance of existing, replacement and/ or new Hot Water Systems installed on the common property and/or attached to the outside wall of an owner's lot.
- (2) For the purpose of this by-law, a "Hot Water System" means -
 - (a) any hot water service unit serving a lot and originally installed to service a lot (including all ancillary equipment;
 - (b) any replacement hot water service unit installed to service a lot (including all ancillary equipment; and /or
 - (c) any new hot water service unit installed to service a lot (including all ancillary equipment).
- (3) The owner must replace and install any Hot Water System in accordance with the conditions provided in this by-law.

Conditions

- (4) Where the owner seeks to install a replacement Hot Water System other than in the same position and by the same method as the original Hot Water System, the owner:

- 4.1 must obtain written approval for the installation and positioning of any new or replacement Hot Water System from the executive committee of the Owners Corporation, relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to installation of Hot Water Systems on lots and
- 4.2 must submit to the Owners Corporation the following documents relating to the installation of any new or replacement Hot Water System prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings including colour, type and method of installation;
 - (b) specifications including size, proposed location and dimensions; and
 - (c) any other documents reasonably required by the Owners Corporation.
- (5) In an emergency, the owner may replace the Hot Water System and provide the documents required under clause 4.2 after the replacement has been made on the lot, if requested by the Owners Corporation.
- (6) The owner must notify the Owners Corporation of any emergency replacement of the Hot Water System prior to installing the Hot Water System on the lot and so much of the common property that is necessary.
- (7) The Owner must ensure the installation of any replacement or new Hot Water System is done by duly licenced insured plumber and is completed in a proper and workmanlike manner.

Maintenance and Costs

- (8) The owner must properly maintain and keep the Hot Water System that services their lot in a state of good and serviceable repair and must replace the Hot Water System from time to time.
- (9) The owner must properly maintain and keep the common property to which the Hot Water System is attached or installed in a state of good and serviceable repair.
- (10) The maintenance of the Hot Water System must be undertaken by a licensed plumber approved by the Owners Corporation or executive committee.
- (11) The maintenance, repair, replacement of the Hot Water System will be at the cost of the owner whose lot the Hot Water System services.

Liability and Indemnity

- (12) The owner will be liable for any damage caused to any part of the common property if that damage is caused by the owner's failure to use and maintain the Hot Water System in accordance with this by-law.
- (13) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Hot Water System including liability under section 65(6) of the Act in respect of any property of the owner.
- (14) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Right to remedy default

- (15) If the owner fail to comply with any obligations under this by-law, then the Owners Corporation may:
- (a) Carry out all works necessary to perform that obligation;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to s65 (4) of the Act, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the owner as a debt due to the Owner Corporation.
- (16) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 10 – Louvre Roof for lot 17 and 18 (passed 19 September 2018)

- (1) That by special resolution the owners for the time being of lots 17 and 18 be given special privilege to install a louvre roof covering the southern balcony of their lots.
- (2) The louvre roof must be identical for lot 17 and 18.
- (3) The louvre roof must be contained within the boundaries of its respective lot, and be consistent with the overall appearance and aesthetics of the building.
- (4) The louvre roof must be installed in a proper and competent manner, and its specification and installation must comply with the relevant Architectural Standard in relation to the Strata Scheme prescribed by the Owners Corporation.
- (5) The installation is conditional on the lot owner being solely responsible for all installation costs, and ongoing repair and maintenance of the louvre roof.
- (6) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Act.

Special By-Law 11 - Lot 14 Dining-Room North-East Window Corner (passed 19 September 2018)

- (1) The new window system will replace the two fixed windows in the north-east corner of the dining area.
- (2) The window must be of similar material to what is already there.
- (3) The new window glass-panes will now open and close.
- (4) The operation of the opening windows will be fully child-proof along the style of the other windows, approved in unit.14.
- (5) The operation of both windows will be awning-style and will be fully child-proof.
- (6) When in use, both windows opening mechanisms will be fully controllable.

- (7) The new windows will be inserted within the present existing framework, and of a colour that matches what is already there.
- (8) The owners must maintain the windows in a state of good and serviceable repair and appearance and good working order.
- (9) Installation is conditional on the owner being solely responsible for all installation costs, upkeep, maintenance and replacement, and all other costs relating to and including the installation.
- (10) The terms and conditions maintained in this by-law and the term of registered by-law 17 (appearance of lot) are to apply to the installation and keeping of the windows.

Special By-law 12 – Lot 6 Replacement of Window Renovation (passed 1 August 2019)

That by Special Resolution and in accordance with Section 108 of the Strata Schemes Management Act 2015, the owners for the time being of Lot 6 be given special privilege to replace fixed pane glass in the north east corner of the lounge/dining room with opening awning windows under the following terms and conditions:

1. the awning windows are to be consistent with the overall appearance and the aesthetics of the building
2. the awning windows are to be inserted into the existing aluminium framework
3. the winding mechanism must be compliant with child safety device standards
4. installation is conditional on the lot owner being solely responsible for all installation costs, upkeep, maintenance and replacement, and all other costs relating to and including the installation costs
5. the terms and conditions maintained in this by-law and the term of registered by-law 17 (appearance of lot) are to apply to the installation and keeping of the windows.

Special By-law 13 – Smoke Penetration By-law (passed 1 August 2019)

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Special By-law 14 – Authorisation of Building Works in Lot 14 (passed 14 August 2023)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 14 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the bathrooms including:

- (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings (including grinding down tiled floors and bath tub hob);
- (ii) screeding of floors (if required) and rendering of walls in preparation of new floor tiles and wall tiles;
- (iii) installation of new waterproofing, floor tiles, wall tiles, shower grate (if required), and fixtures and fittings including toilet, shower, shower screen, shaving cabinet, vanity, sink, tapware (and mixers for taps), bath tub and accessories;
- (iv) removal of existing and/or installation of new and/or relocation of existing lighting, switches, power points as required;
- (v) connection to existing water, waste, and electrical services as required.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

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

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and



- (c) On completion of the Works the Owner must provide to the Owners Corporation the certification of waterproofing works.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation and any other lot against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or any other lot as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP80981				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name JAMES WEBSTER Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2289 E-mail james@kerinbensonlawyers.com.au Contact Number 02 4032 7990 Customer Account Number (IF APPLICABLE) Reference 006599</td></tr></table>	Document Collection Box	Name JAMES WEBSTER Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2289 E-mail james@kerinbensonlawyers.com.au Contact Number 02 4032 7990 Customer Account Number (IF APPLICABLE) Reference 006599	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name JAMES WEBSTER Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2289 E-mail james@kerinbensonlawyers.com.au Contact Number 02 4032 7990 Customer Account Number (IF APPLICABLE) Reference 006599				
CODE CH					

- (C) The Owner-Strata Plan No. 80981 certify that a special resolution was passed on 14/8/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 14
Amended by-law No. NOT APPLICABLE
as fully set out below :
see Annexure A:
Special by-law 14 - page 24 to 27

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 80981 was affixed on 14/09/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : _____
Name : Charles Guthrie
Authority : Strata managing Agent
Signature : _____
Name : _____
Authority : _____

