

**Lodger Details**

Lodger Code 504011J  
Name J S MUELLER & CO  
Address 240 PRINCES HWY  
ARNCLIFFE 2205  
Lodger Box 1W  
Email JEFFREYMUELLER@MUELLERS.COM.AU  
Reference AM:38568

Land Registry Document Identification

**AR697010**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP2964	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP2964  
Subdivisional body

**Meeting Date**

22/07/2021

**Amended by-law No.**

**Details** Not Applicable

**Added by-law No.**

**Details** By-Law No. 5 and Special By-Law No. 31

**Repealed by-law No.**

**Details** By-Law No. 5

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. SP2964

**Signer Name** JEFFREY STEVEN MUELLER

**Signer Organisation** PARTNERS OF J S MUELLER & CO

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 08/12/2021



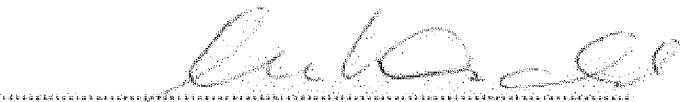
**JS MUELLER & CO**  
LAWYERS

# STRATA PLAN NO. 2964

## CONSOLIDATION OF BY-LAWS

### ANNEXURE "A"

The seal of The Owners - Strata Plan No. 2964 was affixed on 7th December 2021 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(s): Margarete Woschke

Authority: Strata Manager

Exec Estate Strata



**TABLE OF CONTENTS**

---

<b>SP2964 Consolidation/Change of By-Laws .....</b>	<b>5</b>
1 Vehicles .....	5
2 Changes to common property doors and windows .....	5
3 Damage to lawns and plants on common property .....	5
4 Obstruction of common property .....	5
5. Keeping of Animals (Added).....	6
6 Noise.....	11
7 Behaviour of owners, occupiers and invitees.....	11
8 Children playing on common property.....	11
9 No smoking.....	12
10 Preservation of fire safety.....	12
11 Storage of inflammable liquids and other substances and materials .....	12
12 Appearance of lot .....	12
13 Cleaning windows and doors.....	12
14 Hanging out of washing .....	12
15 Disposal of waste – share bins.....	13
16 Change in use or occupation of lot to be notified .....	13
17 Compliance with planning and other requirements .....	13
18 Real Estate signs.....	14
19 Car Spaces .....	14
20 Feeding of birds.....	14
21 Use of common facilities.....	14
22 Short term tenancy .....	14
23 Exclusive use of air-conditioner.....	14
24 Carport.....	14
25 Adoption of common property memorandum.....	15
26 Minor Renovations .....	15
27 Hard floor coverings replacement .....	15

28	Magnesite.....	15
29	Maintenance of building.....	15
30	Conditions for renovations.....	15
	Special By-Law No. 31 – Lot 5 Renovations (Added).....	17
	<b>Approved Form 10.....</b>	<b>20</b>

## **SP2964 Consolidation/Change of By-Laws**

### **1 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owner corporation.

### **2 Changes to common property doors and windows**

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that 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.
- (4) 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 (1) 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 (1) that forms part of the common property and that services the lot.

### **3 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 situate on common property, or
- (b) Use for his or her own purposes as a garden any portion of the common property.

### **4 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

## 5. Keeping of Animals (Added)

### 1. Introduction

This by-law sets out rules concerning the keeping of animals in the building. You must comply with this by-law.

### 2. Definitions

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*;
- (b) "aquarium" means an aquarium not exceeding 200 litres capacity;
- (c) "bond" means the sum of \$500 or such other reasonable amount determined from time to time by the owners corporation;
- (d) "building" means any building in the strata scheme;
- (e) "common property" means the common property in the strata scheme including the common property inside and outside any building;
- (f) "dangerous dog" means a dog that is dangerous or menacing within the meaning of the *Companion Animals Act 1998* and any regulations made under that Act;
- (g) "lot" means a lot in the strata scheme;
- (h) "occupier" means an occupier of a lot;
- (i) "owner" means an owner of a lot;
- (j) "owners corporation" means the owners corporation of the strata scheme;
- (k) "strata committee" means the strata committee of the owners corporation;
- (l) "strata scheme" means the strata scheme to which this by-law applies; and
- (m) "you" means an owner or occupier.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;

- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law;
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Animals Require Approval**

- 3.1 Subject to section 139(5) of the Act, you 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 a lot) on a lot or the common property.
- 3.2 Subject to section 139(5) of the Act, you must ensure that your invitees do not bring any animal to your lot or the common property without the prior written approval of the owners corporation.

### **4. Applying for Approval to Keep Animals**

- 4.1 If you want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property, you must make an application in writing to the owners corporation for approval to keep the animal on the lot or the common property.
- 4.2 Your application must be made on any pet application form that has been approved by the owners corporation (such as the form attached to this by-law) and sent to the strata managing agent of the owners corporation or, if there is none, to the secretary of the owners corporation.
- 4.3 Your application must contain:
  - (a) your name, lot number, address and telephone number;
  - (b) a description of the animal you wish to keep on the lot or common property including:

- i. the type and breed of the animal;
  - ii. the size of the animal including its current weight and height and its anticipated weight and height when fully grown;
  - iii. the age of the animal;
  - iv. details of the temperament of the animal;
  - v. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
  - vi. (in the case of a cat or dog) details of all immunisations of the animal;
  - vii. a photograph of the animal;
- (c) (in the case of a cat or dog) at least two references concerning the character, temperament and behaviour of the animal provided by another person such as the animal's veterinarian;
- (d) (in the case of an application by an occupier who is not an owner) the written consent of the owner of the lot to the application.

4.4 The owners corporation may request that you provide additional information to supplement the information included in your application.

#### **5. Deciding an Application for Approval to Keep Animals**

5.1 The owners corporation may:

- (a) approve your application for approval to keep an animal on the lot or the common property (with or without conditions); or
- (b) withhold its approval of the keeping of the animal on the lot or the common property;

but it must not act unreasonably when doing so.

5.2 Without limiting clause 5.1, it will be reasonable for the owners corporation to withhold its approval of the keeping of animal on the lot or the common property if:

- (a) you are already keeping more than one animal that is a dog or a cat on the lot;
- (b) your application is to keep more than one animal on the lot which is a dog or cat or if approved would result in you doing so;
- (c) your application is to keep a dangerous or menacing dog; or



(d) your application is to keep a dog or cat that has not been registered with the local council or microchipped or immunised.

5.3 The owners corporation may revoke any approval to keep an animal on the lot or the common property it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.4 Without limiting clause 5.3, it will be reasonable for the owners corporation to revoke an approval it issues under this by-law if the animal:

(a) causes a nuisance or hazard to the owner or occupier of another lot; or

(b) unreasonably interferes with the use or enjoyment of another lot or of the common property by any person.

5.5 Any approval issued by the owners corporation under this by-law relates to the animal(s) that is the subject of your application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.

5.6 Any approval issued by the owners corporation under this by-law will expire on the death of the animal to which the approval relates.

## **6. Rules for Keeping Animals**

If you keep or obtain the prior written approval of the owners corporation to keep an animal on a lot, then you must:

(a) **(notification)** notify the owners corporation that the animal is being kept on the lot and when the animal is no longer kept on the lot;

(b) **(bond)** before keeping the animal on the lot, pay a bond to the owners corporation;

(c) **(location of animal)** keep the animal within your lot and ensure that the animal is not kept in and does not remain on the common property other than for the purposes of entering or exiting your lot via that common property;

(d) **(animal on common property)** carry the animal or ensure that the animal is adequately tethered to a leash when it is on the common property;

(e) **(prohibition on tethering)** not chain or tether the animal to the common property at any time;

(f) **(prohibition on nuisance)** ensure that the animal does not cause a nuisance or hazard to or disturb or interfere with the use or enjoyment of the owner or occupier of another lot or any person on the common property;

- (g) **(prevention of damage)** ensure that the animal does not cause any damage to any lot or the common property;
- (h) **(identification of animal)** (in the case of a cat or dog) ensure the animal is appropriately identified by a tag attached to a collar on the animal or by other appropriate means and that such identification includes the name of the animal, a telephone number for a contact person for the animal and the number of the lot in which the animal lives;
- (i) **(registration of animal)** (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and microchipped and that its immunisations are kept current;
- (j) **(care of animal)** ensure the animal is properly cared for and (in the case of a cat or dog) regularly groomed and treated for fleas, worms and other parasites;
- (k) **(cleaning)** take such action as may be necessary to immediately clean all areas of the lot or common property that are soiled by the animal;
- (l) **(disposal of waste)** place any faeces of the animal in a bag that is securely wrapped (so as to prevent spills or odours) and placed in a garbage bin;
- (m) **(maintenance of animal enclosures)** properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any enclosure or structure (such as an aquarium or cage) in which you keep the animal;
- (n) **(preventing spills)** not spill water or allow water to leak from any aquarium in which any fish are kept by you;
- (o) **(indemnity)** indemnify the owners corporation against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of the keeping of the animal in your lot, anything done by the animal including any injury or damage caused by the animal or any breach of this by-law by you including any costs the owners corporation incurs cleaning any area of common property that is soiled or made dirty by the animal or repairing any damage to the common property caused by the animal;
- (p) **(payment)** pay to the owners corporation any reasonable amount that is due and payable under the indemnity provided by you under the previous sub-clause of this by-law when requested to by the owners corporation (which amount the owners corporation may recover from you as a debt);
- (q) **(compliance with approval conditions)** comply with any conditions of approval issued by the owners corporation.

## **7. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to the common property by your animal; or
- (b) cleaning any part of the common property that is soiled or made dirty by your animal;

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation (and it is the case) that the animal is no longer kept in the building.

## **8. Assistance Animals**

If you keep an assistance animal on a lot you 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* of the Commonwealth.

## **9. Role of Strata Committee**

The strata committee may make any decision for and on behalf of the owners corporation under this by-law.

## **6 Noise**

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on 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.

## **7 Behaviour of owners, occupiers and invitees**

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

## **8 Children playing on common property**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under supervision of an adult.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to remain on

common property that is a laundry, car parking area or other area of possible danger or hazard to children.

**9 No smoking**

The owner or occupier of a lot must not, on any part of the common property or on any part of a lot including without limitation on balconies, laundries, garages, carports, car spaces and storerooms:

- (a) Smoke tobacco or any other similar substance; and
- (b) Allow or encourage another person, including without limitation their Invitee or employee, to smoke tobacco or any other similar substance.

**10 Preservation of fire safety**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

**11 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.

**12 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 of 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

**13 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.

**14 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings or above the height of the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

*washing* includes any clothing, towel, bedding or other article of a similar type.

**15 Disposal of waste – share bins**

- (1) 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.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
  - (a) *bin* includes any receptacle for waste.
  - (b) *waste* includes garbage and recyclable material.

**16 Change in use or occupation of lot to be notified**

- (1) An occupier of a lot must notify the owners corporation if the existing use of the lot is changed.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**17 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.

**18 Real Estate signs**

An owner or occupier of a lot must not install, place or keep any real estate sign including a "for sale" or "for lease" sign:

- (a) on any part of the common property; or
- (b) on any part of the lot so as to be visible from outside the lot, including balconies and windows;

**19 Car Spaces**

- (1) An owner or occupier must ensure that their parking space is not used for any purpose other than for the purpose of parking transportation equipment;
- (2) If an owner wishes to rent their parking space to a person who does not reside in the building, the owner must notify the strata manager in writing prior to providing the person access to the parking space. The notification must be in writing and must contain:
  - (a) proof of identity (driving license) for the person renting the parking space;
  - (b) contact details of the person renting the parking space including phone number and residential address;
  - (c) the registration number of the vehicle that will be parked at the parking space.

**20 Feeding of birds**

- (a) An owner or occupier of a lot must not feed or in any way attempt to attract any birds to or near any balcony of a lot or any part of the common property
- (b) If an owner or occupier breaches this by-law the owner will be liable to pay or reimburse the owners corporation for any expenses for repairing damage to or cleaning of the common property as a result of this breach.

**21 Use of common facilities**

An owner or occupier must comply with all reasonable directions set out by the Owners Corporation from time to time for the use of common property which are on display on the notice board or near the relevant facilities.

**22 Short term tenancy**

To the extent permitted by law, no short-term tenancy is allowed to be extended for a lot. Minimum term for tenancy of a lot is six months.

**23 Exclusive use of air-conditioner**

The proprietor(s) of lot 22 shall have the exclusive use and enjoyment of the air-conditioner connected to lot 22, such air-conditioner being installed on part of the building.

**24 Carport**

The proprietor for the time being of Lot 7, or the occupier of that lot, shall have the exclusive right to occupy the carport erected on the common property and bearing the painted number "7" for so long as that carport is kept in a good and proper state of maintenance and repairs.

**25 Adoption of common property memorandum**

The common property memorandum is adopted as prescribed by the *Strata Schemes Management Regulation 2016* for the time being.

**26 Minor Renovations**

To the extent permitted by law, strata committee approval is required for the following minor renovations made to the lot.

- (1) Renovating a kitchen.
- (2) Renovating a bathroom that does not involve waterproofing installation.
- (3) Changing recessed light fittings.
- (4) Installing or replacing wood or other hard floor coverings.
- (5) Installing or replacing wiring or cabling or power or access points.
- (6) Installing a reverse cycle split system air conditioner or ducted air conditioning system

**27 Hard floor coverings replacement**

For the installation or replacement of hard floor coverings, sound insulation effect of weighted standardised Impact sound pressure level of 55 or better shall be achieved. Owner of a lot must provide a report ("Report") from an acoustic consultant certifying acoustic properties of the new floor coverings after the hard floor replacement if request is made by the Strata Committee. If owner of a lot is not able to provide the Report within 30 days of such request from the Strata Committee, the owner shall be responsible for the cost of acoustic consultant appointed by the Strata Committee to obtain the Report. The owner must rectify within 30 days from the date of rectification notice issued by the Strata Committee if the acoustic standard is not met.

**28 Magnesite**

Owner of a lot must report any magnesite disintegration to the Strata Committee forthwith if it is found to be in existence in the lot.

**29 Maintenance of building**

To the extent permitted by law, owners corporation shall not be responsible for repairing, installing, maintaining, replacing any lot's floor tiles and associated waterproofing affixed to common property floors or walls whether they were installed at the time of registration of the strata plan or not.

**30 Conditions for renovations**

An owner must:

- (a) seek approval from owners corporation
- (b) give the owners corporation at least 7 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,
- (c) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

- (d) check that the contractor who will carry out the renovations holds a current licence and insurance policies that are relevant to the work being undertaken, and has adequate public liability cover,
- (e) if requested by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity and safety of the lot or the building,
- (f) if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,
- (g) if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report.
- (h) If requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,
- (i) pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.
- (j) ensure that percussion tools and noisy equipment such as jack hammers and tile cutters are only be used between 8.30am - 3.00 pm.
- (k) protect all areas of the building outside your apartment which are affected by the renovations from damage. Ensure the entrance door to the building and to the lot, all common area walls, floors and lift leading to your lot, are protected by covers and mats when transporting construction equipment, materials and debris through the building,
- (l) clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,
- (m) reimburse the owners corporation for any reasonable expense it incurs in repairing any damage caused to the common property in the course of the transportation, delivery or removal of any heavy household effects or materials for renovations through or on common property within the building by or on behalf of the owner or occupier.



### **Special By-Law No. 31 – Lot 5 Renovations (Added)**

1. For the purposes of this by-law:

1.1. "Act" means the Strata Schemes Management Act 2015 as amended and/or replaced from time to time;

1.2. "Authority" means any government, semi-government, statutory, public, private, or any other authority having any jurisdiction over the Lots or the Building, including the local council;

1.3. "Building" means the building and improvements on the land located at 199 Walker Street, North Sydney;

1.4. "Common Property" means the common property in Strata Plan 2964;

1.5. "Costs" means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;

1.6. "Future Owner" means the registered proprietor of the Lot from time to time, succeeding the Owner;

1.7. "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

1.7.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

1.7.2. any sum payable by way of increased premiums; and

1.7.3. any costs or damages for which the Owners Corporation is or becomes liable;

1.8. "Lot" means lot 5 in the Strata Plan;

1.9. "Owner" means the registered proprietor of the Lot as at the date this by-law is registered, and with respect to clauses 5 to 15 inclusive includes the Future Owner;

1.10. "Owners Corporation" means the owners corporation known as The Owners- Strata Plan No 2964.

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

1.12. "Strata Plan" means registered Strata Plan 2964;

1.13. "Works" means the renovation works to be carried out at the Lot in accordance with the quotes/plans prepared by various trades persons attached to this by-law and marked with the letter 'A'.

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

3. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.

4. To the extent the Works involve additions to or alterations of the Common Property, the Works are approved for the purpose of section 108 of the Act.
5. The Owner is responsible for and must carry out Remedial Works when and where necessary,
6. The Works and Remedial Works must be carried out and completed:
  - 6.1. in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;
  - 6.2. with due skill and care;
  - 6.3. in compliance with the Building Code of Australia and any other Australian Standards as applicable;
  - 6.4. in compliance with all necessary approvals from any Authority; 3
  - 6.5. in keeping with the appearance of the Building in its style, colour, materials, and overall design;
  - 6.6. so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;
  - 6.7. in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;
  - 6.8. while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;
  - 6.9. while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
  - 6.10. while keeping all areas of the Building as clean and tidy as possible;
  - 6.11. while promptly repairing any damage to the Building caused by the Works and/or Remedial Works;
  - 6.12. in a way that does not interfere with the structural integrity of the Building; and
7. The Owner is responsible for, and will bear all Costs.
8. In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owner is responsible for and will pay the Costs of rectifying the damage.
9. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
10. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.
11. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

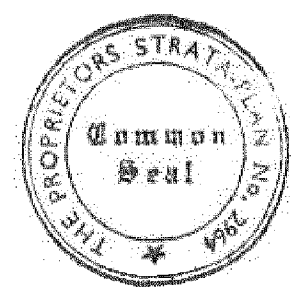
A

Work to be undertaken on bathroom at 5/199 Walker Street

1. Remove bath and surrounding brickwork
2. Remove shower screen, vanity
3. Remove tiles on bathroom floor and prepare floor for tiling
4. Existing wall tiles to be removed
5. Undertake plumbing to the extent necessary to permit tiling
6. Tiler cements bed/falls to waste
7. Walls to be rendered to extent necessary to enable tiling.
8. Waterproofing of walls and floor
9. Floor and walls are tiled
10. Vanity to be installed by plumber
11. Plumber to install toilet
12. Plumber to install taps and nozzle for shower and to install taps for vanity
13. Drainage waste fitting to be plumbed in for shower
14. Electrician to be involved above as required – new switch, light etc

The seal of The Owners - Strata Plan No. 2964 was affixed on 7th December 2021 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: [Handwritten Signature]  
Name(s): Marquente Woschli  
Strata Manager  
Authority: Exec Estatestrata



### Approved Form 10

Created 2016

#### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 2964 was affixed on 7<sup>th</sup> December 2021 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: .....

Maguende  
Wachuli

Name: .....

Shade Hong  
Exec Strat Schemes

Authority: .....

Signature: ..... Name: ..... Authority: .....



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales

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

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/SP2964
--------------------------------------

(B) **LODGED BY**

Document Collection Box	Name		CODE  <b>CH</b>
	Company	JS Mueller & Co	
	Address	1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205	
	E-mail		
	Contact Number	02 9562 1266	
	Customer Account Number	Reference	38568

- (C) The Owner-Strata Plan No. 2964 certify that a special resolution was passed on 22/7/2021 and 07/09/2021
- (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. By-Law No. 5  
Added by-law No. By-Law No. 5 and Special By-Law No. 31  
Amended by-law No. Not Applicable  
as fully set out below :  
See Annexure "A" hereto

(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. 2964 was affixed on 7/12/21 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: *[Handwritten Signature]*  
Name: *Margarete Wozahik*  
Authority: *Strata Manager - Exec Gkk Steyer*  
Signature:  
Name:  
Authority:

