



Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

**CONSOLIDATION/
CHANGE OF BY-LAWS**


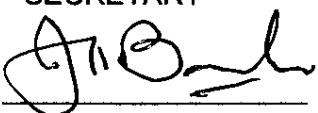
AN965467M

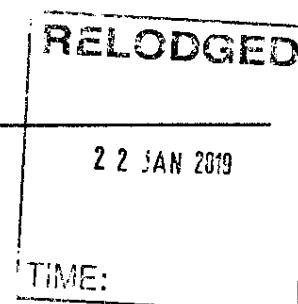
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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/SP2755				
(B) LODGED BY	<table border="1"><tr><td>Document Collection B47 V</td><td>Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9202 3652 Reference: 357 25 749</td></tr></table>	Document Collection B47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9202 3652 Reference: 357 25 749	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection B47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9202 3652 Reference: 357 25 749				
CODE CH					

- (C) The Owners-Strata Plan No 2755 certify that a special resolution was passed on 11 November 2018
- (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- (E) Repealed by-law No 28, 32, 34(Dealing X675058), 34(Dealing I658843), 35,36, Special By-Law 1(Dealing U473650)
Added by-law No Special By-Laws 6-10
Amended by-law No Not Applicable
as fully set out below:
See Annexure 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 2755 was affixed on 15 DECEMBER 2018 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: EILEEN GENEVIEVE DALY
Authority: SECRETARY
Signature: 
Name: JOHN HENRY BANKS
Authority: CHAIRMAN





JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 2755

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 2755 was affixed on 15 DECEMBER 2018 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): EILEEN GENEVIEVE DALY

Authority: SECRETARY

Signature:

Name(s): JOHN HENRY BANKS

Authority: CHAIRMAN



TABLE OF CONTENTS

Schedule 2 Model By-laws for pre-1996 strata schemes	5
1 Noise	5
2 Vehicles.....	5
3 Obstruction of common property	5
4 Damage to lawns and plants on common property	5
5 Damage to common property	6
6 Behaviour of owners and occupiers.....	6
7 Children playing on common property in building	6
8 Behaviour of invitees	7
9 Depositing rubbish and other material on common property.....	7
10 Drying of laundry items	7
11 Cleaning windows and doors	7
12 Storage of inflammable liquids and other substances and materials.....	7
13 Moving furniture and other objects on or through common property	8
14 Floor coverings	8
15 Garbage disposal.....	8
16 Keeping of animals	9
17 Appearance of lot.....	9
18 Notice board	9
19 Change in use of lot to be notified.....	10
ADDITIONAL BY-LAWS.....	11
Special By-Law No. 1 (Dealing AB115390).....	11
Special By-Law No. 3 (Dealing AD485296)	15
Special By-Law No. 4 (Dealing AG646500)	21
Special By-Law No. 5 (Dealing AJ226477)	22
Special By-Law No. 6 (Added).....	27
Special By-Law No. 7 (Added).....	52

Special By-Law No. 8 (Added).....	53
Special By-Law No. 9 (Added).....	54
Special By-Law No. 10 (Added).....	55
Execution Page	56
Approved Form 10.....	57

Strata Schemes Management Regulation 2016

Schedule 2 Model By-laws for pre-1996 strata schemes

1 Noise

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

Note.

This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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 written approval of the owners corporation.

Note.

This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note.

This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note.

This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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 without the approval in writing 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
 - (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.
- (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 106 of the Strata Schemes Management Act 2015, the owner of a lot must 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.

Note.

This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note.

This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

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

Note.

This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note.

This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- (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.

Note.

This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note.

This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain 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 adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place anything in the receptacle 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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note.

This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note.

This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent 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.

Note:

This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note.

This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 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).

ADDITIONAL BY-LAWS

Special By-Law No. 1 (Dealing AB115390)

SPECIAL BY-LAW NO. / **LOTS 1 AND 7**

RIGHTS

The Owner will have Rights, subject to the following conditions.*

CONDITIONS

1. Before commencing the Renovation Works, the Owner must provide the Required Documents, obtain Approval and Insure.
2. While carrying out the Renovation Works, the Owner must comply with the Works Requirements.
3. After completing the Renovation Works, the Owner must: Submit, Certify and Maintain.
4. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

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

In this by-law, except when the context otherwise requires:

- (a) the singular includes the plural and vice versa,
- (b) words implying any gender encompass all genders, and
- (c) references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Rights means the Owner's right to the exclusive use of the common property area affected by the Renovation Works and the special privilege to carry out the Renovation Works.

Owner means the registered owner of lots 1 and 7 in the strata scheme.

Renovation Works means the additions and alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to carry out the Renovation Works in lots 1 and 7 and the common property (including all ancillary structures) in accordance with copies of plans and drawings by Planahead Architecture dated 6 July 2004 and marked 736-03 (attached to the minutes of the meeting at which this by-law was made). The Renovation Works include:

- install an internal stairwell to connect lots 1 and 7;
- remove the kitchen from lot 7;
- install an en-suite bathroom to lot 7;
- remove the shower from lot 1;
- remove the wall dividing bedrooms one and two in lot 1 to create a lounge;
- install an internal stairwell to connect lot 1 and the lower ground laundry area;
- convert the lot 1 lower ground level store room to a bathroom;
- replace the lot 1 western rear wall window with two glass doors;
- construct a balcony/deck area off the western rear wall of lot 1;
- install the necessary electrical wiring and plumbing to lots 1 and 7;
- removal of existing external stairs leading from the back rear northern exit of lot 7 down to the ground level of the backyard; and
- removal of existing exit door on the rear northern wall of lot 7 to be replaced with a window.

Condition 1 – Before commencing the Renovation Works

Required Documents means the plans, drawings, diagrams, approvals and specifications reasonably required by the owners corporation and relevant to the Renovation Works which the Owner must submit to the owners corporation.

Approval means approvals the Owner must obtain for the Renovation Works from all relevant statutory authorities and an engineer nominated by the owners corporation (if considered necessary by the owners corporation).

Insure means the Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation.

Condition 2 – While carrying out the Renovation Works

Works Requirements means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Renovation Works from time to time) which the Owner must comply with (at their cost) when carrying out the Renovation Works.

The Owner must:

- transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- protect all affected areas of the building outside their lot from damage by the Renovation Works or the transportation of construction materials, equipment, debris,
- keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Renovation Works,
- only perform the Renovation Works at the times approved by the owners corporation,
- not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,

- remove all debris resulting from the Renovation Works immediately from the building, and
- comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Renovation Works.

The Owner must also ensure that the Renovation Works are carried out:

- in a proper and workmanlike manner and by duly licensed contractors; and
- in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation.

Condition 3- After carrying out Renovation Works

Submit means the Owner must submit plans, drawings, diagrams, approvals and specifications (including but not limited to a certificate for the Renovation Works from the engineer nominated by the owners corporation if considered necessary by the owners corporation) relating to the completed Renovation Works reasonably required by the owners corporation to be provided to the owners corporation by the Owner after completing the Renovation Works.

Certify means the Owner must obtain certification for the Renovation Works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).

Maintain means the Owner must properly maintain and keep the Renovation Works and common property affected by the Renovation Works in a state of good and serviceable repair, and/or replace the Renovation Works if considered necessary by the owners corporation.

Condition 4 - At all times

Indemnify means the Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Renovation Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Renovation Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Renovation Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the owners corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law No. 3 (Dealing AD485296)

SPECIAL BY-LAW No 3 (LOT 3)

RIGHTS

The Owner will have Rights, subject to the following conditions. *

CONDITIONS

1. The Owner must Warrant and Maintain the Renovation Works.
2. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.
3. The Owner must produce evidence of insurance for the Renovation Works that is acceptable to the owners corporation,

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act. In this by-law, except when the context otherwise requires:

- (a) the singular includes the plural and vice versa,
- (b) words implying any gender encompass all genders, and
- (c) references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Rights means the Owner's right to the exclusive use of the common property area affected by the Renovation Works and the special privilege to carry out the Renovation Works. Owner means the registered owner of lot 3 in the strata scheme. Renovation Works means the additions and alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to carry out the Renovation Works in lot 3 and the common property (including all ancillary structures) in accordance with copies of plans and drawings attached to the minutes of the meeting at which this by-law was made.

The Renovation Works include:

- remove window at rear;
- install an external door with small window above;
- install two exterior steps;
- install an security grill door;
- move kitchen from centre of unit to front of unit including relocation of services (electricity, water & gas); and
- removal of tiles and retiling of bathroom.

Condition 1 - The Renovation Works

Warrants means the Owner warrants that the Renovation Works were carried out:

- in a proper and workmanlike manner and by duly licensed contractors; and
- in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation; and
- in accordance with all applicable laws.

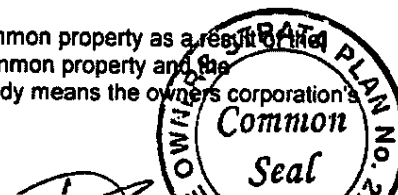
Maintain means the Owner must properly maintain and keep the Renovation Works and common property affected by the Renovation Works in a state of good and serviceable repair and/or replace the Renovation Works if considered necessary by the owners corporation.

Condition 2 - At all times

Indemnify means the Owner must indemnify the owners corporation against any Liability, loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Renovation Works on the common property, any breach of Warranty, any Remedy and/or for all costs of considering and making this by-law or obtaining certification of the Renovation Works incurred by the owners corporation (including legal costs) and/or for enforcing this by-law against the Owner (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Renovation Works to the common property and the responsibility to make good that damage immediately after it has occurred. Remedy means the owners corporation's right to:

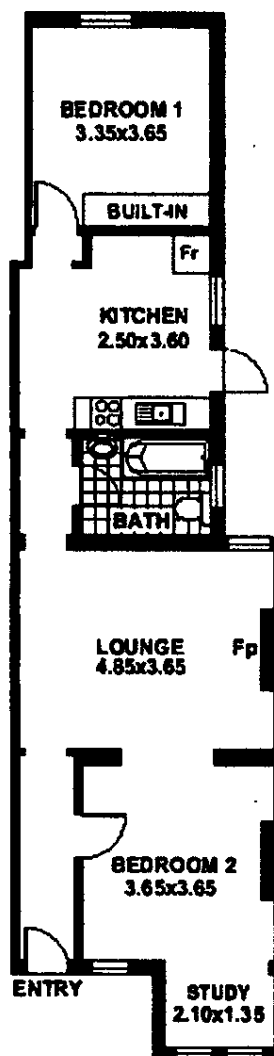
- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and



- **recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.**

**3/34 COOK RD
CENTENNIAL PARK**

Before Alterations

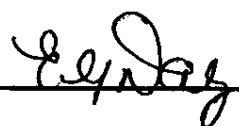


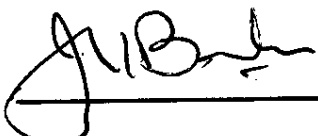
FLOOR PLAN

 **SCALE 1:100**

4/6

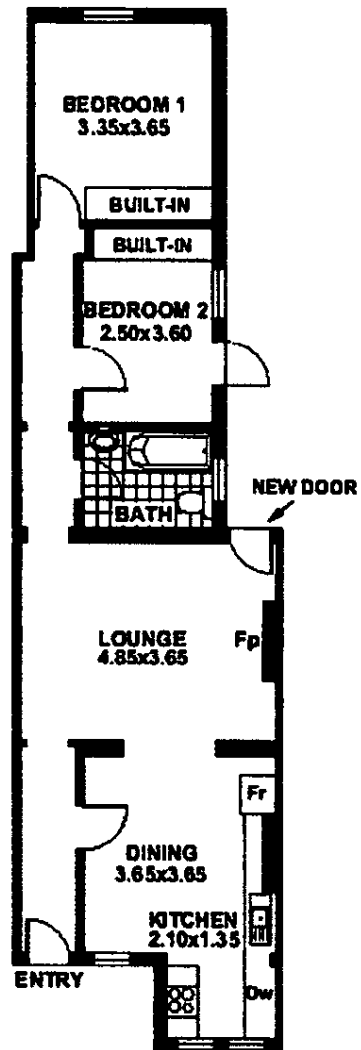
The above plan is provided for general information only.
We cannot guarantee its accuracy





**3/34 COOK RD
CENTENNIAL PARK**

AFTER ALTERATIONS



FLOOR PLAN

SCALE 1:100

[Handwritten signature]

[Handwritten signature]

Special By-Law No. 4 (Dealing AG646500)

Special By-Law 4: Service of Documents on Owner of a Lot by Owners Corporation

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

Special By-Law No. 5 (Dealing AJ226477)

SPECIAL BY LAW No 5 (Lot 6)

RIGHTS

The Owner will have rights, subjected to the following conditions*

CONDITIONS

1. The Owner must Warrant and Maintain the Renovation Works.
2. At all times the Owner must Indemnify and accept liability and acknowledge that if the Owner fails to comply with an obligation under this by-law,

THEN the Owners Corporation may take steps to remedy.

3. The Owner must produce evidence of insurance for the Renovation Works that is acceptable to the Owners Corporation.

*See explanatory notes.

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act. In this by-law, except when the context otherwise requires:

- (A) The singular includes the plural and vice versa,
- (B) Words implying any gender encompass all genders, and
- (C) References to any statutory rule or regulation include and variation re-enactment or replacement of that statutory rule or regulation.

Rights mean the owner's right to the exclusive use of the common property area affected by the Renovation Works and the special privilege to carry out the Renovation Works.

Owner means the registered owner of LOT 6 in the strata scheme.

Renovation works means the additions and alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to carry out the Renovation Works in LOT 6 and the common property (including all ancillary structures) in accordance with copies of plans and drawings attached to the minutes of the meeting at which this by-law was made.

The Renovation Works include:

- Remove window at rear (side),
- Install an external door
- Install 3 external steps

Condition 1 – The Renovation Works

Warrants means the Owner warrants that the Renovation Works were carried out:

- In a proper and workmanlike manner and by duly licensed contractors, and

- In accordance with the drawings and specifications approved by the local council (if applicable) and the Owners Corporation; and

- In accordance with all applicable laws.

Maintain means the owner must properly maintain and keep the Renovation Works and common property affected by the Renovation Works in a state of good and serviceable repair and/or replace the Renovation Works if considered necessary by the Owners Corporation.

Condition 2 – At all times

Indemnify means the Owner must indemnify the Owners Corporation against any Liability, loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Renovation Works on the common property, any breach of Warranty, any Remedy and/or for all costs of considering and making this by-law or obtaining certification of the Renovation Works incurred by the Owners Corporation (including legal costs) and/or for enforcing this by-law against the Owner (including legal costs) and will pay those amounts to the Owners Corporation upon request.

Liability means the owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Renovation Works to the common property and the responsibility to make good that damage immediately after it has occurred. Remedy means the Owners Corporation's rights to:

- Carry out all work necessary to perform that obligation,

- Enter upon any part of the parcel to carry out that work, and

- Recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is now due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

J.B.L.

Consent to by-law
Section 52(1) of the *Strata Schemes Management Act (1996)*

To: The Secretary
The Owners Corporation – Strata Plan 2755
c/- GK Strata Management Pty Ltd
PO Box 655
BROADWAY NSW 2007


And: The Registrar General
Land & Property Management Authority
GPO Box 15
SYDNEY NSW 2001

Dear Sir/Madam

Re: Consent to by-law

In accordance with Section 52(1) (a) of the Strata Schemes Management Act (1996), I consent to the Owners Corporation making the attached by-law conferring rights of exclusive use and enjoyment and/or special privileges and its conditions upon me in respect of my lot that was specially resolved at the general meeting held on 13 November 2014.

Yours sincerely


(signature of owner)

Name in full: Nicholas Virgona Loveday & Adrianna Mary Loveday

Lot No: 6

Date: 29-12-14

Special By-Law No. 6 (Added)

Attics, Balconies, Laundries & Storage Rooms and Car Parking Spaces

1. Introduction

- (a) There are (or in some cases, may in the future be) attics and balconies on the common property above and adjacent to the lots on the first floor of the building and balconies on the common property adjacent to the lots on the ground floor.
- (b) There is an area described as an undercroft on the common property beneath the lots on the ground floor of the building.
- (c) There are also laundries and storage rooms on the common property beneath the lots on the ground floor of the building.
- (d) The objects of this by-law is to give:

By-law 6A

- i. the first floor owners the right to add to and alter, and the exclusive use of, the attics and balconies above their lots, and the right to retain any existing alterations or additions made to the attics and those balconies; and
- ii. the ground floor owners of lots 3, 11 and 13 the right to add to and alter, and the exclusive use of, the undercroft (inclusive of the basement light wells) under their lots.

By-law 6B

- iii. the first floor owners the right to add to and alter, and the exclusive use of, the balconies adjacent to their lots, and the right to retain any existing alterations or additions made to those balconies;
- iv. the ground floor owners the right to add to and alter, and the exclusive use of, the balconies adjacent to their lots, and the right to retain any existing alterations or additions made to the balconies;

By-law 6C

- v. all owners the right to add to and alter, and the exclusive use of, the laundries and storage rooms allocated to their lot.

By-law 6D

- vi. all owners the right to the exclusive use of the car parking space allocated to their lot.

on certain conditions.

- (e) This by-law is made pursuant to Division 3 of Part 7 of the Strata Schemes Management Act 2015. It may only be amended or repealed with the written consent of the owners.

2. ***Definitions & Interpretation***

(Note: The six plans attached titled “Identification of Exclusive Use Areas” {EU Plans”}, architectural drawing titled “CVMA Conceptual Attic Plans 02-07-18” (“Attic Concept Plan”) and photographs attached hereto form part of and should be read in conjunction with this by-law and definitions)

- (a) In this by-law, unless the context or subject matter otherwise indicates or requires:
 - I. **“attics”** means the attics on (or to be constructed on) the common property above the lots on the first floor of the building the general location and dimensions of which are shown in the Attic Concept Plan and in the EU Plan 1 of 6 (each an **“attic”**) and having the prescribed boundaries;
 - II. **“attic balconies”** means the balconies on (or to be constructed on) the common property adjacent to the attics above the lots on the first floor of the building the general location and dimensions of which are shown in the EU Plan 1 of 6 (each an **“attic balcony”**) with each attic balcony having the prescribed boundaries;
 - III. **“attic works”** means alterations and additions to the attics and attic balconies to create habitable spaces in the attics and to construct the balconies which works either have already been performed (in the case of lots 8, 11, 12 and 13) and are shown in the photographs (in the case of the balconies), or will be performed in a substantially identical manner to the works which have already been performed,
 - IV. **“juliet balconies”** means the balconies on (or to be constructed on) the common property adjacent to the lots on the first floor of the building the general location and dimensions of which are shown in the EU Plan 2 of 6 (each a **“juliet balcony”**) with each juliet balcony having the prescribed boundaries;
 - V. **“juliet balcony works”** means alterations and additions to the juliet balconies to construct the juliet balconies which works either have already been performed (in the case of lots 8,12 and 13) and are shown in the photographs, or will be performed in a substantially identical manner to the works which have already been performed,;

- VI. **“ground floor balconies”** means the balconies on (or to be constructed on) the common property adjacent to the lots on the ground floor of the building the general location and dimensions of which are shown in the EU Plan 3 of 6 (each a **“ground floor balcony”**) with each ground floor balcony having the prescribed boundaries;
- VII. **“ground floor balcony works”** means alterations and additions to the ground floor balconies to construct the ground floor balconies which works either have already been performed (in the case of lot 13), or will be performed in a substantially identical manner to the works which have already been performed,;
- VIII. **“balconies”** means the upper level balconies on (or to be constructed on) the common property adjacent to the attics and situated above the lots on the first floor of the building, balconies on (or to be constructed on) the common property adjacent to the lots on the first floor of the building, and the balconies on (or to be constructed on) the common property adjacent to the lots on the ground floor of the building the general location and dimensions of which are shown in the EU Plans 1 of 6 (attic balconies), EU 2 of 6 (juliet balconies) and EU 3 of 6 (ground floor balconies) and photographs (each a **“balcony”**) with each balcony having the prescribed boundaries;
- IX. **“first floor owners”** means the owners for the time being of lots 8, 9, 10, 11, 12 and 13 (each a **“first floor owner”**);
- X. **“ground floor owners”** means the owners for the time being of lots 2, 3, 4, 5, 6 and 13 (each a **“ground floor owner”**);
- XI. **“laundries and store rooms”** means the current first and second rooms at the rear of building and called laundries and store rooms on the common property beneath the lots on the ground floor of the building the location and approximate size of which are shown in the EU Plan 4 of 6 (each a **“laundry/storage”**) with each laundry/storage having the prescribed boundaries limited by the building form being the floor, walls and ceiling of each laundry/storage;
- XII. **“undercroft”** means the balance of the area of common property beneath the lots on the ground floor of the building (excluding the laundries and store rooms) the location and approximate size of which are shown in the EU Plan 5 of 6 (each an **“undercroft”**) with each undercroft having the prescribed boundaries limited by the building form being the floor, walls and ceiling of each undercroft and also including the common property at the front of the building denoted as **“Basement Light Well”** on, and the location and

approximate size of which are shown in, the EU Plan 5 of 6;

XIII. **“basement works”** means alterations and additions to the undercroft and laundries and store rooms involving:

- excavating the floor by up to 1.5 metres to create a floor to ceiling height of at least 2.4 metres;
- laying a new concrete floor with a minimum thickness of 100mm;
- installing new walls and partitioning;
- installing windows in the rooms facing Cook Road (see EU Plan 5 of 6 basement light well) to allow the entry of light;
- installing windows in the walls adjacent to the rear stairs to allow the entry of light;
- installing new ceilings;
- installing staircases to connect the area to the lots on the ground floor of the building directly above them;
- generally fitting out the basement area to the equivalent of habitable spaces and/or storage spaces including painting and tiling;
- installing any necessary electrical and plumbing services; and
- maintaining or creating unfettered access through the laundry and store room for the occupier of the adjacent laundry and store room (if any).

XIV. **“lots”** means the lots in Strata Plan No. 2755 (and Strata Plan No. 81136);

XV. **“new works”** means any attic works, juliet balcony works and ground floor balcony works which have not yet been performed and the basement works;

XVI. **“owners”** means the ground floor owners and the first floor owners (each an “owner”);

XVII. **“photographs”** means the photographs attached to these by-laws showing the location of existing balconies (which photographs are intended to be used to determine the design, type, appearance and location of any balconies that are constructed during any new works) must be read as if they showed or referred to and apply to

each lot;

XVIII. **“EU Plans”** means the plans attached to these by-laws showing the general location and dimensions or (where there are no dimensions on those plans) the approximate size of each attic, balcony, laundry and store room and undercroft and describing and showing the exclusive use areas ;

XIX. **“prescribed boundaries”** means:

- in the case of each existing attic and balcony:
 - horizontal boundaries limited in depth to the upper surface of the existing attic and balcony floor and limited in height to the under surface of the existing attic roof and 2.5 metres above the existing balcony floor (except where the balcony is covered where the under surface of the cover shall be the upper horizontal boundary); and
 - vertical boundaries on the inner surfaces of the existing walls and windows on the perimeter of the attic and any existing walls, doors, windows and balustrades on the perimeter of the balcony;
- in the case of each attic and balcony to be constructed by the attic works, juliet balcony works and ground floor balcony works:
 - horizontal boundaries limited in depth to the upper surface of the attic and balcony floor (as constructed) and limited in height to the under surface of the attic roof (as constructed) and 2.5 metres above the balcony floor (as constructed) (except where the balcony is covered where the under surface of the cover shall be the upper horizontal boundary); and
 - vertical boundaries on the inner surfaces of the walls and any windows on the perimeter of the attic (as constructed) and any walls, doors, windows and balustrades on the perimeter of the balcony (as constructed);
- in the case of each existing laundry and storage room:
 - horizontal boundaries limited in depth to the upper surface of the existing laundry and storage room floor and limited in height to the under surface of the existing ceiling of the laundry and storage room; and
 - vertical boundaries on the inner surfaces of the existing walls, doors and windows on the perimeter of the laundry and

storage room;

- in the case of each laundry and storage room to be constructed by the basement works:
 - horizontal boundaries limited in depth to the upper surface of the laundry and storage room floor (as constructed) and limited in height to the under surface of the ceiling of the laundry and storage room (as constructed); and
 - vertical boundaries on the centerline of the walls and any doors and windows on the perimeter of the laundry and storage room (as constructed);
- in the case of each undercroft to be constructed by the basement works:
 - horizontal boundaries limited in depth to the upper surface of the undercroft floor (as constructed) and limited in height to the under surface of the ceiling of the undercroft (as constructed); and
 - vertical boundaries on the centreline of the walls and any doors and windows on the perimeter of the undercroft (as constructed).

- XX. **"their attic"** (in respect of a first floor owner) means the attic directly above that owner's lot;
- XXI. **"their attic works"** (in respect of a first floor owner) means the attic works done or to be done to their attic and their balcony;
- XXII. **"their juliet balcony works"** (in respect of a first floor owner) means the juliet balcony works done or to be done to their juliet balcony;
- XXIII. **"their ground floor balcony works"** (in respect of a ground floor owner) means the ground floor balcony works done or to be done to their ground floor balcony;
- XXIV. **"their balcony"** (in respect of a first floor owner) means the balcony (or balconies) directly above (and/or adjacent to) that owner's lot and (in respect of the ground floor owner) means the balcony adjacent to that owner's lot ;
- XXV. **"their undercroft"** (in respect of an owner) means the undercroft directly beneath that owners lot;
- XXVI. **"their laundry/storage"** (in respect of an owner) means the laundry and store room directly beneath that owner's lot as shown on EU Plan 4 of 6;

- XXVII. **“their car parking space”** (in respect of an owner) means the car parking space/s shown on, and marked with the owner’s lot number on, EU Plan 6 of 6;
- XIX **“their basement works”** (in respect of a ground floor owner) means the works done or to be done to their undercroft and their laundry and store room;
- XXVIII. **“their new works”** (in respect of an owner) means the works done or to be done to their attic, their balcony, their undercroft and their laundry and store room (as the case may be);
- XXIX. **“their works”** (in respect of an owner) means the works done or to be done to their attic, their balcony, their undercroft and their laundry store room (as the case may be); and
- XXX. **“works”** means the attic works, juliet balcony works, ground floor balcony works and basement works and includes new works.
- XXXI. **“car parking spaces”** means the car spaces on common property shown on, and marked with the number shown on, EU Plan 6 of 6 (each a **“car parking space”**);
- (b) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (i) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
 - (ii) references to a person include where the context requires, a corporation, a natural person and any other entity capable of suing and being sued;
 - (iii) words importing the singular number include the plural and vice versa;
 - (iv) words importing any particular gender include where the context requires all genders;
 - (v) words such as “include” or “including” are not words of limitation;
 - (vi) references to any statutory provision include any statutory provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
 - (vii) words which are defined in the *Strata Schemes Management Act 2015* have the same meaning as are attributed to them in

that Act unless otherwise defined in this by-law; and

- (viii) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

3. *Works Authorisation, Special Privileges & Exclusive Use Right*

The owners corporation:

- (a) authorises the works;
- (b) confers on each first floor owner special privileges in respect of the common property occupied or to be occupied by their attic works and their juliet balcony works to permit those works to remain on that common property;
- (c) grants each first floor owner a right of exclusive use and enjoyment of their attic and balcony (or balconies) (including their juliet balcony) and the common property occupied or to be occupied by their attic works and juliet balcony works;
- (d) confers on each ground floor owner special privileges in respect of the common property occupied or to be occupied by their ground floor balcony works to permit those works to remain on that common property;
- (e) grants each ground floor owner a right of exclusive use and enjoyment of their balcony and the common property occupied or to be occupied by their ground floor balcony works;
- (f) confers on each owner special privileges in respect of the common property to be occupied by their basement works to permit those works to remain on that common property;
- (g) grants each owner a right of exclusive use and enjoyment of their laundry and store room and the common property to be occupied by their basement works;
- (h) grants each ground floor owner of lots 3, 11 and 13 a right of exclusive use and enjoyment of their undercroft.
- (i) grants each owner a right of exclusive use and enjoyment of their car parking space;

upon and subject to the conditions set out in these by-laws.

4. Conditions for Works

4.1 Before New Works

(a) Planning Approvals

Before commencing any new works, an owner must:

- (i) obtain development consent for their new works from the local council under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the development consent including all conditions of consent; and
- (ii) obtain a construction certificate for their new works under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit their new works to commence and give the owners corporation a complete copy of any such documents or certificates.

(b) Insurance Certificates

Before commencing any new works, an owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on their new works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

(c) Engineer's Certificate

Before commencing any new works, an owner must give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that their new works will be structurally adequate and will not affect the structural integrity of the building or any part of it.

(d) Dilapidation Report

Before commencing any new works, an owner must give the owners corporation a dilapidation report in respect of all areas of the owner's lot and the adjacent lot and common property. The dilapidation report must include a photographic record of all of the areas which need to be included in the report.

4.2 During New Works

(a) Quality of the Works

An owner must ensure that their new works are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

An owner must ensure that all contractors engaged on their new works are appropriately qualified and licensed under the Home Building Act 1989.

(c) Time for Completion of the Works

An owner must ensure that their new works are done with due diligence and are completed within a reasonable time from the date of commencement.

(d) Specifications for the Works

An owner must ensure that their new works are carried out and completed in accordance with the plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the new works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(e) Noise and Disturbance

An owner must ensure that minimum disturbance is caused to the common property during their new works and that their new works do not generate any unreasonable noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(f) Location of the Works

A ground floor owner must ensure that their new works are substantially identical in design, appearance and relative location compared to the equivalent works already completed by another owner. A first floor owner must ensure that their new works are substantially identical in design, appearance and relative location compared to the equivalent works already completed by another owner. An owner must ensure that their new works do not encroach upon any other part of the common property or any other lot.

(g) Transportation of Construction Equipment

An owner must ensure that all construction materials and equipment for or associated with their new works are transported in accordance with any manner reasonably directed by the owners corporation.

(h) Debris

An owner must ensure that any debris associated with their new works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(i) Protection of Building

An owner must protect the common property that is affected by their new works from damage, dirt, dust and debris and ensure that any such common property is protected from damage when construction materials, equipment and debris are transported over it.

(j) Daily Cleaning

An owner must clean any part of the common property affected by their new works on a daily basis and keep all of that common property clean, neat and tidy during their new works.

(k) Times for the Works

An owner must ensure that their new works are only carried out between the hours permitted by the City of Sydney.

(l) Times for Operation of Noisy Equipment

An owner must make sure that 24 hours prior notice is given to the owners corporation before any percussion tools and noisy equipment such as jack hammers or tile cutters for or in connection with their new works are used, by placing a notice on or in a conspicuous place near the entrance door to the building.

(m) Right of Access

An owner must give the owners corporation's nominated representatives access to inspect their new works within 48 hours of any request by the owners corporation.

(n) Cost of the works

An owner must pay all costs for and associated with their new works.

4.3 After New Works

(a) Completion Notice

As soon as practicable after completion of their new works, an owner must notify the owners corporation in writing that their new works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of their new works, an owner must restore all other parts of the common property affected by their new works as nearly as possible to the state they were in immediately before those works.

(c) **Engineer's Certificate**

As soon as practicable after completion of their new works, the owner must give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that their new works are structurally adequate and have not affected the structural integrity of the building or any part of it.

(d) **Planning Certificates**

As soon as practicable after completion of their new works, the owner must give the owners corporation any certificate or other document that must be issued upon or after completion of their new works under Part 4A of the Environmental Planning and Assessment Act 1979 including any necessary occupation certificate or compliance certificate.

4.4 Enduring Obligations

(a) **Maintenance of the Works**

An owner must, at the owner's own cost, properly maintain their works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in their works.

(b) **Maintenance of the Common Property**

An owner must, at the owner's own cost, properly maintain the common property occupied by their works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) **Repair of Damage**

An owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of their works no matter when such damage may become evident.

(d) **Appearance of the New Works**

An owner must ensure that their new works have an appearance which is in keeping with the appearance of the rest of the building and that (in the case of a first floor owner) no part of their attic works to be done (excluding the constructions of new balconies) alters the appearance of

the building, particularly the roof, when viewed from Cook Road, Furber Road or Furber Lane.

(e) Appearance of New Balconies

The new works involving the construction of balconies must be built using similar materials and colours, and have the same appearance, as the existing balconies.

(f) Dimensions of New Balconies

The new works involving the construction of balconies must be built so that the new balconies are limited to the dimensions disclosed in EU Plans.

(g) Connection of Utilities

In the event that electricity, water or any other service is connected to their new works and the existing service to the lot is separately metered and charged to the account of an owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

(h) Insurance

An owner must take out insurance in respect of damage to property, death or bodily injury for which the owner could become liable in damages as a result of their new works for a cover of not less than \$10,000,000 for each event in respect of which any claim or claims may be made.

(i) Indemnity

An owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of their works, the altered state, condition or use of the common property arising from their works or any breach of this by-law.

(j) Compliance with all Laws

An owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to their works (for example, the conditions of City of Sydney development consent to the works).

5. Conditions for Exclusive Use

(a) Maintenance of Attics and Balconies

An owner must, at the owner's own cost, properly maintain their attic and balcony and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in them.

(b) Maintenance of Undercroft

An owner must, at the owner's own cost, properly maintain and keep in a state of good and serviceable repair the cubic air space of their undercroft and any fixtures and fittings in that cubic airspace (excluding any boundary walls, the floor and the ceiling of the undercroft) and, where necessary, renew or replace any fixtures or fittings comprised in that air space (excluding any boundary walls, the floor and the ceiling of the undercroft). Subject to the by-laws, the owners corporation is to continue to be responsible for the maintenance, repair, renewal and replacement of the rest of the common property.

(c) Maintenance of Laundries & Storage Rooms

A owners must, at the owner's own cost, properly maintain and keep in a state of good and serviceable repair the cubic air space of their laundry and their store room and any fixtures and fittings in that cubic airspace (excluding any boundary walls, the floor and the ceiling of the laundry and store room) and, where necessary, renew or replace any fixtures or fittings comprised in that air space (excluding any boundary walls, the floor and the ceiling of the laundry and store room). Subject to the by-laws, the owners corporation is to continue to be responsible for the maintenance, repair, renewal and replacement of the rest of the common property.

(d) Cleaning of Attics and Balconies

An owner must keep their attic and their balcony clean, neat and tidy and free of any pests and hazards.

(e) Cleaning of Undercroft

An owner must keep their undercroft clean, neat and tidy and free of any pests and hazards.

(f) Cleaning of Laundries & Storage Rooms

An owner must keep their laundry and their store room clean, neat and tidy and free of any pests and hazards.

(g) Maintenance of Car Parking Spaces

The owners corporation shall be responsible to properly maintain each car parking space and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in them.

(h) No Fee for Exclusive Use of Attics and Balconies

An owner shall have the exclusive use of their attic and their balconies, and the common property occupied by their works, without payment of any fee or rent to the owners corporation.

(i) No Fee for Exclusive Use of Laundries & Storage Rooms and Undercoves

An owner shall have the exclusive use of their laundry and store room and their undercroft, and the common property occupied by their basement works, without payment of any fee or rent to the owners corporation.

(j) No Fee for Exclusive Use of Car Parking Spaces

An owner shall have the exclusive use of their car parking space without payment of any fee or rent to the owners corporation.

(g) No Restriction on Use

The laundries and store rooms, undercrofts, attics and balconies may be used for any lawful purpose subject that no lot shall be used other than as a single occupancy.

The Car Parking Spaces may be used for any lawful purpose subject that an owner must ensure that parking is restricted to and only used by owners, tenants and their families and friends.

(h) Compliance with all Laws

An owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to their attic, their balcony, their undercroft, their laundry and store room (as the case may be) and the use of those areas.

6. General Conditions

- (a)** The conditions of this by-law are imposed on each owner severally and not on the owners jointly.
- (b)** For the avoidance of doubt, nothing in this by-law confers a right or imposes an obligation on an owner in respect of the attic, balcony,

undercroft or laundry and store room of another owner.

- (c) For the avoidance of doubt, the rights of exclusive use and enjoyment conferred on the ground floor owners in respect of:
 - (i) the existing undercrofts, laundries and store rooms - commence upon the making of this by-law;
 - (ii) the undercrofts, laundries and store rooms to be constructed by the basement works - commence upon completion of the basement works;
 - (iii) the existing ground floor balconies – commence upon the making of this by-law;
 - (iv) the ground floor balconies to be constructed by the ground floor balcony works – commence upon completion of the ground floor balcony works.
- (d) For the avoidance of doubt, the rights of exclusive use and enjoyment conferred on the first floor owners in respect of:
 - (i) the existing attics and balconies - commence upon the making of this by-law;
 - (ii) the attics and balconies to be constructed by the attic works and juliet balcony works - commence upon completion of the attic works;
 - (iii) the existing laundries and store rooms - commence upon the making of this by-law;
 - (iv) the laundries and store rooms to be constructed by the basement works - commence upon completion of the basement works.

7. Breach of this By-Law

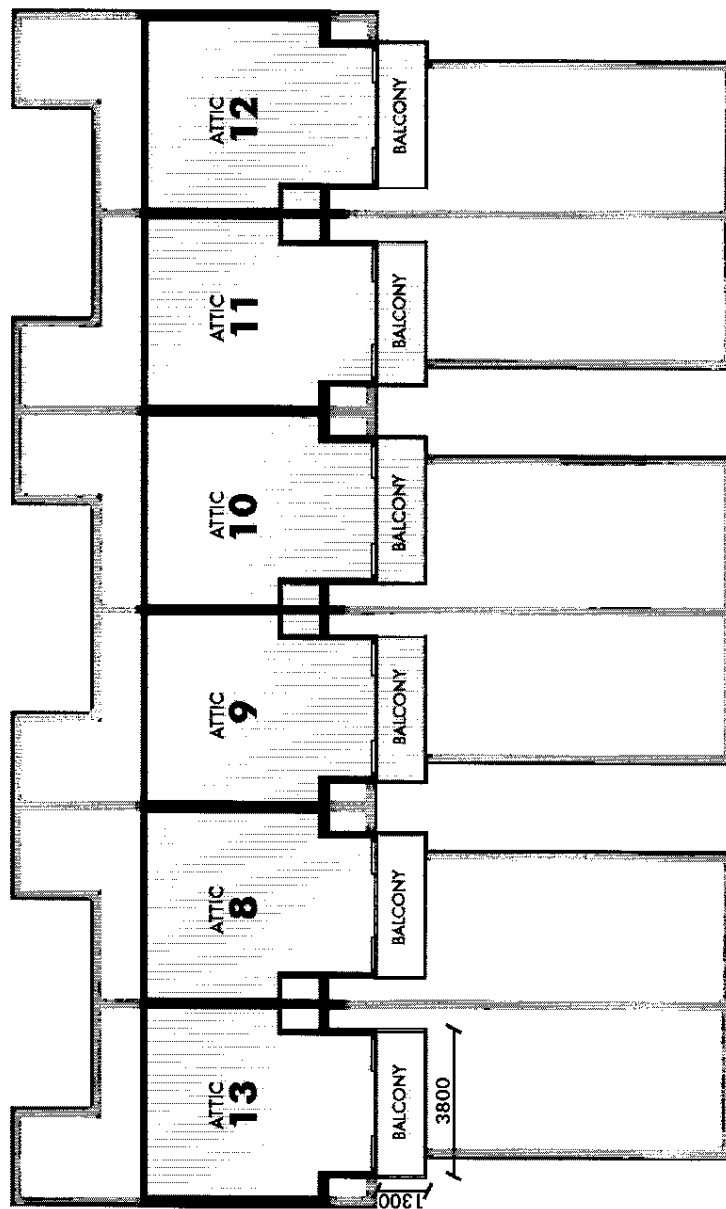
- (a) If an owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
 - (i) rectify that breach;
 - (ii) enter on any part of the building including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach; and
 - (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

8. *Exclusion*

Despite any other provision of this by-law, nothing in this by-law confers on the owners of lots 2, 4 and 5 any special privileges in respect of or the right of exclusive use and enjoyment of, or the right to make any alterations or additions to, any undercroft.

IDENTIFICATION OF EXCLUSIVE USE AREAS
ROOF ATTIC/ATTIC BALCONY

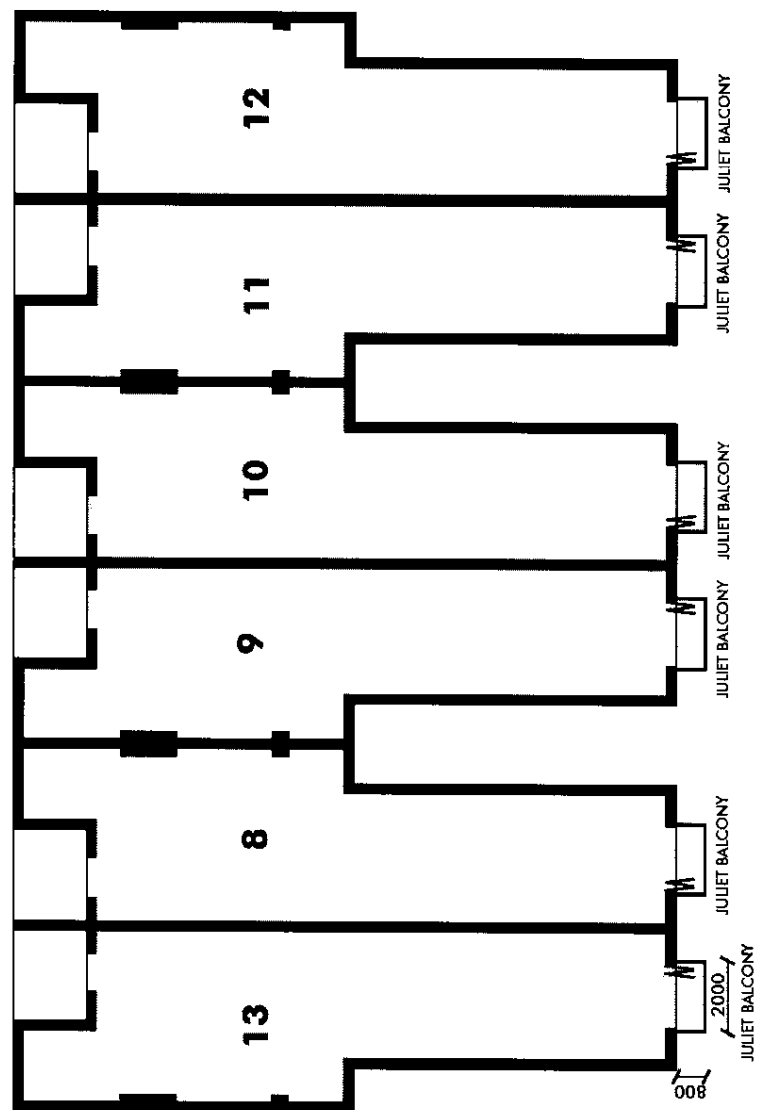


PLAN 1 OF 6

[Handwritten signature]

[Handwritten signature]

IDENTIFICATION OF EXCLUSIVE USE AREAS
FIRST FLOOR JULIET BALCONY

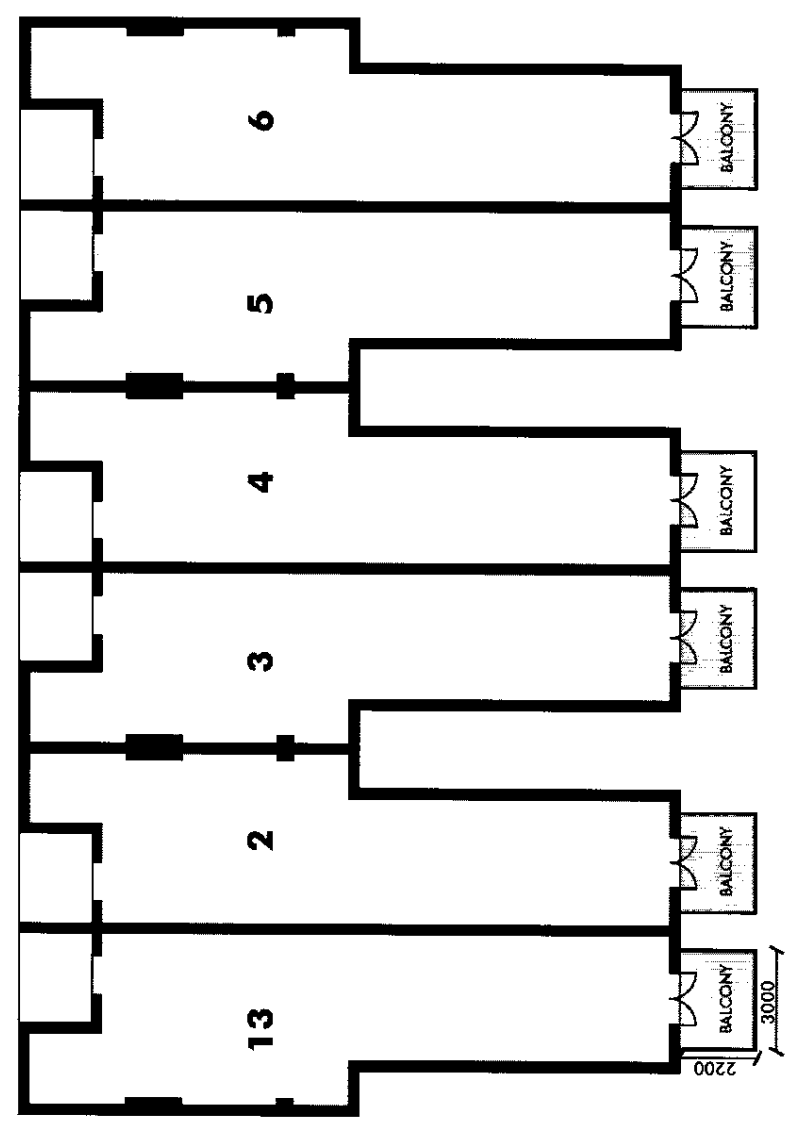


PLAN 2 OF 6

[Signature]

[Signature]

IDENTIFICATION OF EXCLUSIVE USE AREAS
GROUND FLOOR **BALCONY**

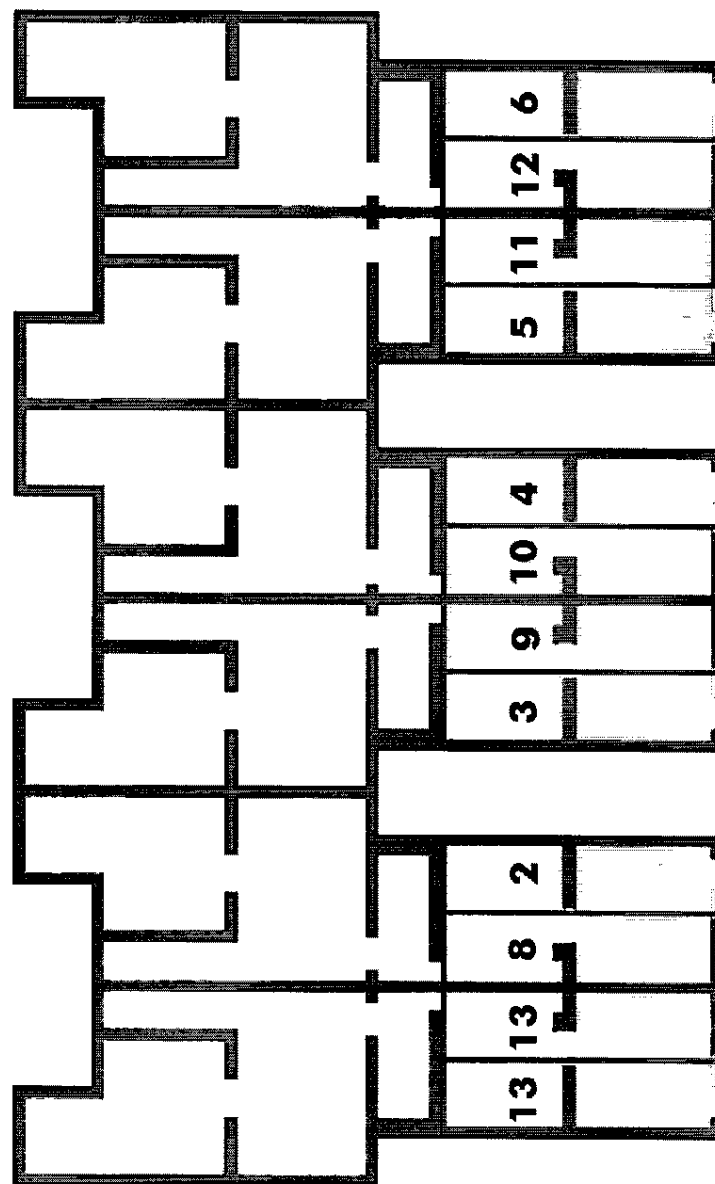


PLAN 3 OF 6

[Handwritten signature]

[Handwritten signature]

IDENTIFICATION OF EXCLUSIVE USE AREAS
BASEMENT **LAUNDRY/STORAGE**

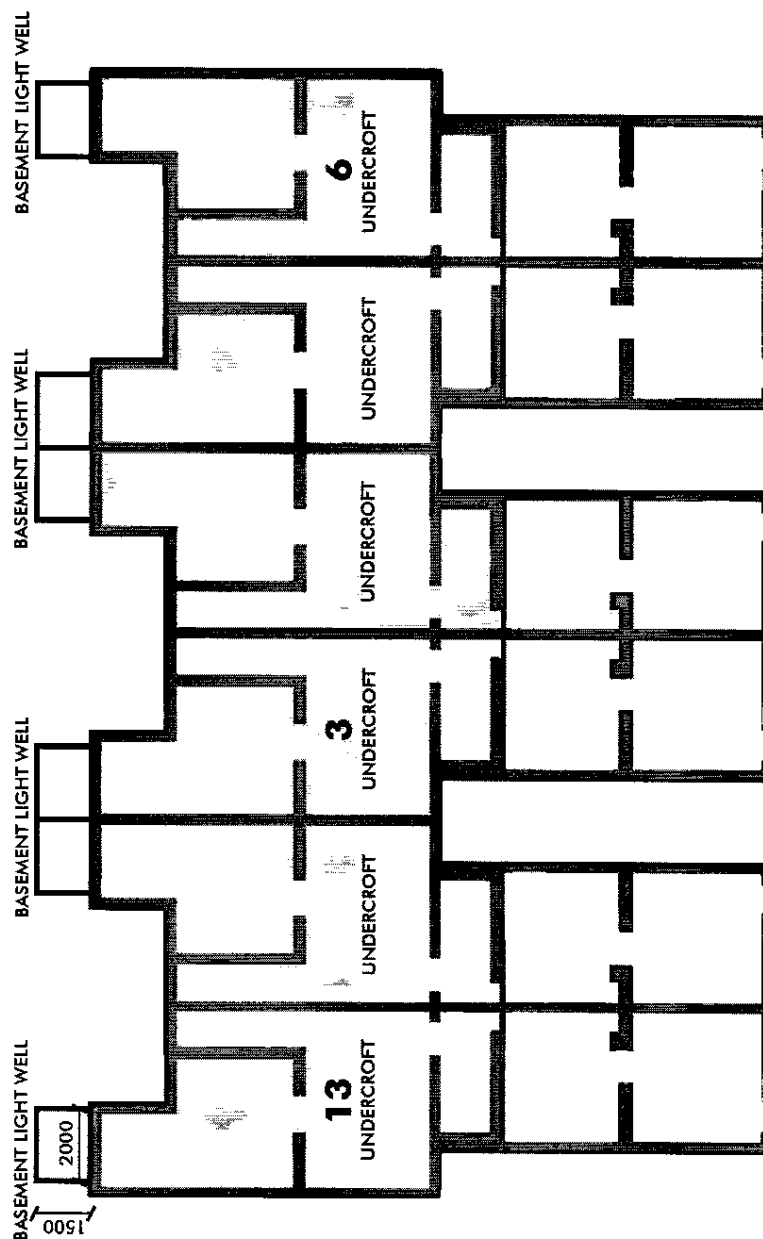


PLAN 4 OF 6

clinday

gibson

IDENTIFICATION OF EXCLUSIVE USE AREAS
BASEMENT UNDERCROFT + LIGHT WELL

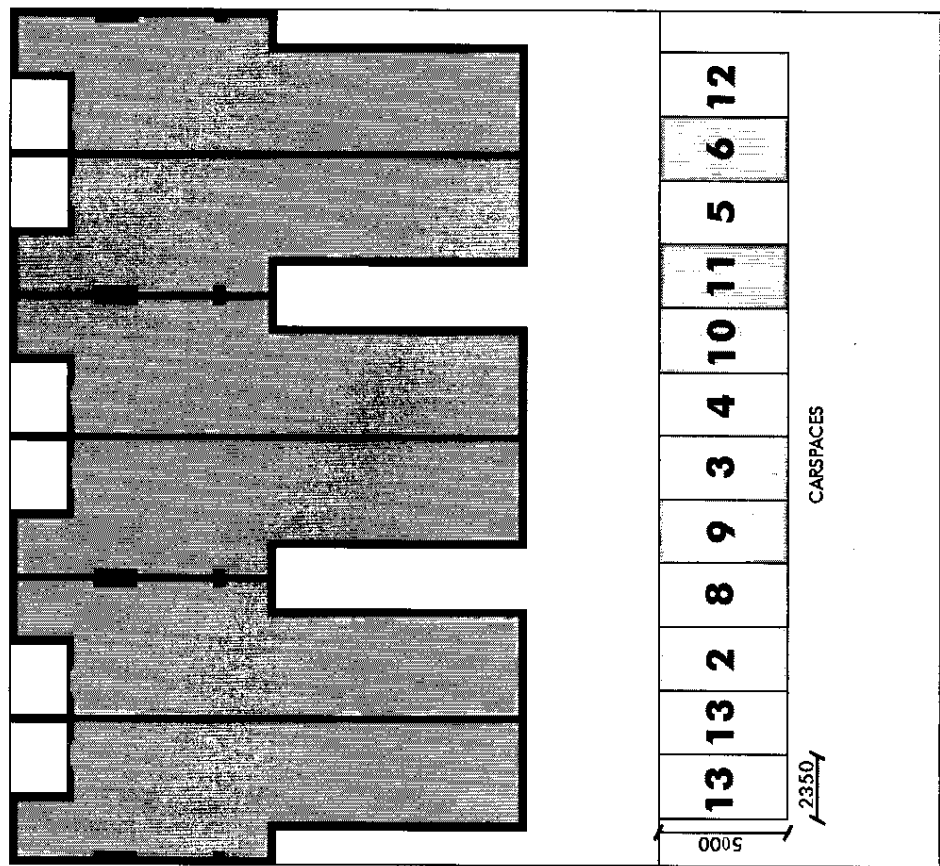


PLAN 5 OF 6

[Handwritten signature]

[Handwritten signature]

IDENTIFICATION OF EXCLUSIVE USE AREAS
CAR PARK CARSPACE



[Signature]

[Signature]

PLAN 6 OF 6

PHOTOGRAPHS:

The Photographs attached to Special By-Law No. 6 may be viewed in the books and records of the owners corporation.

Special By-Law No. 7 (Added)

Keeping of animals

- 1) An owner or occupier of a lot must **NOT** keep on the lot or common property any animal (**prohibited animal**) that is:
 - a) declared a dangerous dog, declared a menacing dog or a restricted dog as defined under the *Companion Animals Act 2008* (NSW);
 - b) over ten (10) kilograms in weight;
 - c) a dog or cat that is not micro chipped; or
 - d) a dog or cat that is not registered on the *NSW Companion Animals Register* if over six (6) months of age.
- 2) An owner or occupier of a lot may keep an animal on the lot or the common property (apart from a prohibited animal) with the prior written approval of the owners corporation.
- 3) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- 4) The Owners Corporation may withdraw or revoke its consent for an owner or occupier to keep an animal in the event of a breach of this By-Law.
- 5) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - a) keep the animal within the lot, or keep the animal leashed and under control at all times when on common property; and
 - b) ensure the animal does not cause a nuisance to the other owners or occupiers in the scheme(including excessive noise); and
 - c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - d) acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of this By-Law .
- 6) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

Special By-Law No. 8 (Added)

Smoke and odour penetration

- 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 must ensure that any invitee of the owner or occupier does not smoke tobacco or any other substance on the common property.
- 3) 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.
- 4) An owner or occupier, and any invitee of the owner or occupier, must not allow excessive smoke from BBQs on the common property to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 5) An owner or occupier, and any invitee of the owner or occupier, must not use any cooking device that may emit smoke or odours in a manner that may interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 6) An owner or occupier must ensure that any invitee of the owner or occupier does not allow excessive smoke from BBQs on the common property or any cooking device that may emit smoke or odours to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Special By-Law No. 9 (Added)

Noise

- 1) An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 2) Without limiting clause 1), an owner or occupier of a lot must not create noise, or permit the creation of noise, from any of the following devices during the following times:
 - (a) 8pm to 7am Monday to Saturday and 8pm to 8am Sundays and public holidays for:
 - (i) power tools
 - (ii) clothes washing machines
 - (iii) clothes dryers
 - (b) 8pm to 7am Monday to Friday and 8pm to 8am Saturday, Sundays and public holidays for:
 - (i) motor vehicles except when entering or leaving premises
 - (ii) refrigeration units fitted to motor vehicles
 - (c) 10pm to 8am Sunday to Thursday and 12 midnight to 8am Friday, Saturday and any day immediately before a public holidays for:
 - (i) Musical instruments
 - (ii) Radios
 - (iii) Sound systems
 - (iv) Public address systems

Special By-Law No. 10 (Added)

Short Term Accommodation

An owner or occupier of a lot must not use the lot, or allow the lot to be used, for unlawful short term accommodation (i.e. accommodation for commercial gain for a period of less than three months that is prohibited by law or permissible by law with the approval of the Local Council without that approval).

Execution Page

The seal of The Owners - Strata Plan No. 2755 was affixed on 15 DECEMBER 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

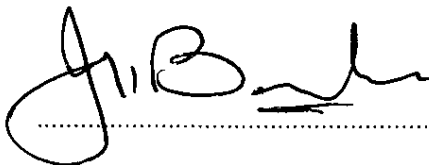
Signature:



Name(s): EILEEN GENEVIEVE DALY

Authority: SECRETARY

Signature:



Name(s): JOHN HENRY BANKS

Authority: CHAIRMAN



Approved Form 10

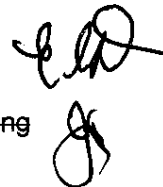
Created 2016

Certificate re Initial Period

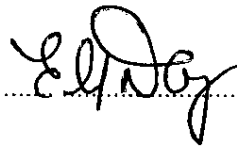
The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

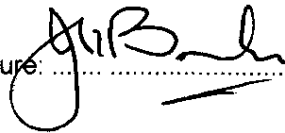
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~



The seal of The Owners - Strata Plan No. 2755 was affixed on 15 DECEMBER 2018 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: EILEEN GENEVIEVE DALY Authority: SECRETARY

Signature: 

Name: JOHN HENRY BANKS

Authority: CHAIRMAN

