

Lodger Details

Lodger Code 505704U
Name GOULDEN LEGAL
Address SE 10B, 201 NEW SOUTH HEAD RD
EDGECLIFF 2027
Lodger Box 1W
Email INFO@GOULDENLEGAL.COM.AU
Reference 16/ 1715 OWNERS

Land Registry Document Identification

AT969224

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP38936	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP38936
Incorporated Association

Meeting Date

26/10/2023

Amended by-law No.

Details Special by-laws 32 and 33

Added by-law No.

Details By-law 22

Repealed by-law No.

Details Not applicable

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. SP38936

Signer Name NATASHA PERRI GOULDEN

Signer Organisation GOULDEN LEGAL SERVICES PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 09/04/2024

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

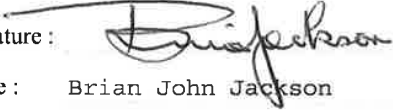
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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


(A) TORRENS TITLE	For the common property CP/SP38936		
(B) LODGED BY	Document Collection Box	Name Natasha Goulden Company Goulden Legal Address Suite 10B, 201 New South Head Road, Edgecliff NSW 2027 E-mail natasha@gouldenlegal.com.au Contact Number 02 9302 3200 Customer Account Number (IF APPLICABLE) Reference	CODE CH

- (C) The Owner-Strata Plan No. 38936 certify that a special resolution was passed on 26/10/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-law 22
Amended by-law No. Special by-laws 32 and 33
as fully set out below :
Refer to Annexure A

(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. 38936 was affixed on 8/4/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: Brian John Jackson
Authority: Treasurer

Signature: 
Name: Catherine Mireille Vallat
Authority: Committee



This is 'Annexure A' to Consolidation/ Change of By-laws form 15CH for Strata Plan 38936

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The image shows two handwritten signatures in black ink. The top signature is a large, stylized cursive signature that appears to read 'J. Sigelbauer'. Below it is a smaller, more compact signature that appears to read 'T. Allst'.

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1. Noise

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

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. Changes to common property

1. Subject to sections 108, 109 and 110 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not mark or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
2. 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.
3. 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.
4. Clause (2) does not apply to the installation of any thing 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.
5. 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 subclause (2) 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 (2) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

Effective date 25 October 2018

An owner or occupier of a lot must not, and must ensure that their visitors do not:

- a. make noise that interferes unreasonably with another owner or occupier;
- b. use language or behave in a way that is reasonably likely to offend, embarrass, harass or intimidate another owner or occupier or their visitors, or the employees, agents and/or contractors of the Owners Corporation;
- c. be inadequately clothed when on the Common Property;
- d. obstruct a person's legal use of Common Property;
- e. use equipment that interferes with equipment or appliances used by the Owners Corporation or another owner or occupier;
- f. do anything that might damage the good reputation of Waratah Apartments; or
- g. do anything in Waratah Apartments that is illegal.

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 swimming pool, gymnasium, laundry, car parking area or other area of possible danger or hazard to children.

8. Behaviour of invitees

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

9. Smoke 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 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.

10. 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.

11. Drying of laundry items

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

12. Cleaning windows and doors

1. Except in the circumstances referred to in paragraph (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 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.

13. Barbeques and Inflammable Liquids

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 such as methylated spirits or turpentine used or intended to be used for domestic purposes including an LPG cylinder, up to 9kgs, that is within the specified use-by date stored in an upright position and away from sources of heat, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. An owner or occupier of a lot shall not use a charcoal barbeque or other cooking device on a Lot balcony other than an electric or LPG barbeque. Barbeques must be maintained in good and safe order and be sited and used in such a way that avoids smoke drifting in the direction of other units. Use of barbeques is not permitted between the hours of 11:00 p.m. and 8:00 a.m.

14. 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.

15. 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.

16. Garbage disposal

- 1) An owner or occupier of a lot:
 - a) must ensure that all garbage is separated into two (2) categories:
 - i. Waste/refuge (Rubbish) &
 - ii. Recyclable (Paper/Plastics/Glass)

- b) To dispose of Waste Garbage, they may use the Garbage Shutes provided on all floors or alternatively deliver the garbage to the Garbage room on Level 2. When using the convenient Garbage Shutes all rubbish must be wrapped as an appropriately sized parcel to fit easily in the shute and MUST NOT contain ANY glass or recyclable waste
 - c) To dispose of recyclable garbage or oversized waste garbage there is a Garbage Room located on level 2 for all owners and occupiers. Large Waste BINS are separate to the Recyclable BINS
 - d) must promptly remove any thing which the owner or occupier may have spilled on common property whilst carrying Garbage and must take such action as may be necessary to clean the area within which that thing was spilled
- 2) An owner or occupier of a lot 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) 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 "**bin**" includes any receptacle for waste or recyclable material as separated in the garbage room on level 2."

17. Keeping of Animals

- 1. Subject to sections 139 (1) , 139(5) and 157 of the Strata Schemes Management Act 2015, an owner or occupier must not keep any animal (except a cat, a small dog or other small animal including a caged bird or fish kept in a secure aquarium on the lot) on the Lot or the common property.
- 2. An owner or occupier who wishes to keep a cat, small dog, small caged bird or other small animal must apply in writing to the Owners Corporation for consent, providing such information as the Strata Committee may from time to time reasonably require such as the name of the owner or occupier keeping the animal, and in the case of an occupier, the written consent of the owner; details of the animal and a photograph; whether the animal is de-sexed and vaccinated; the microchip identification number issued by the Council or other relevant authority and other registration details. The Strata Committee may grant to an owner or occupier, consent to keep more than one cat, small dog, small caged bird or other small animal, subject to compliance with this clause by the owner or occupier, and the terms of this by-law.
- 3. Consent granted to keep an animal is specific to that animal and does not apply to another animal introduced to the Lot at a later time.

4. The Owners Corporation will not unreasonably withhold consent to the keeping of a cat, a small dog or other small animal in a Lot but will not consent to the keeping of a restricted, nuisance, dangerous or menacing dog as defined in the Companion Animals Act 1998 (NSW).
5. The owner of a permitted dog must ensure that the dog is not aggressive, noisy or difficult to control, does not constitute a nuisance to others or unreasonably interfere with the quiet enjoyment of other owners and occupiers.
6. The Owners Corporation may impose such conditions on keeping an animal as it considers appropriate in the circumstances including that the animal wears an identification tag and is carried at all times through the reception area and over the carpeted common property, restrained by a lead in all other areas, that the owner ensure that the animal does not urinate or defecate on common property and where an accident occurs takes steps immediately to clean up any mess.
7. The Owners Corporation shall maintain a register of animals kept with consent and shall update the register from time to time.
8. An owner or occupier who keeps an animal on a Lot shall be liable for and indemnify the Owners Corporation against all damage or injury caused by the animal to the property of any other owner or occupier, to common property, or to any person.
9. Where, prior to the date of approval of this by-law at a duly convened general meeting, approval had been granted to an owner or occupier for any animal or animals to be kept in a Lot:
 - a) such approval is taken to be continued pursuant to this by-law, and any conditions imposed are taken to be continued pursuant to this by-law, even if such approval would be contrary to this by-law; and
 - b) the owner or occupier shall provide to the Strata Committee on request, the information about any such animal that would be required pursuant to clause (2) above if a new application were made to keep the animal.
10. Nothing in this by-law shall be construed so as to exclude or restrict an owner or occupier from keeping an assistance animal, where the owner or occupier has a need to keep such an animal. 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*.

18. 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.

19. Notice-board

The Owners Corporation has provided a notice board near the garbage room on the second floor for general use by the residents

20. Use of Lots and Short Term Letting: (repealed on 16 November 2022)

21. Short-term Rental

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 This by-law is to prohibit a Lot being used for the purpose of a Short-term rental accommodation arrangement where the Lot is not the principal place of residence of a person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
- 1.3 This by-law (as far as law allows) is to regulate the use of a Lot where the Lot is subject to a Short-term rental accommodation arrangement by the person who has the Lot as their principal place of residence.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Administration Fee** means any reasonable administrative, cleaning, maintenance or any other costs and expenses incurred by the Owners Corporation from time to time arising as a direct result of an Owner or occupier using their Lot for a Short-term rental accommodation arrangement.
- (c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Strata Scheme including the local council.
- (d) **Bond** means a once off payment in the amount of \$1,000.00, or another amount reasonably determined by the strata committee, payable by an Owner or occupier to the Owners Corporation for using or allowing their Lot to be used for a Short-term rental accommodation arrangement. If an amount is determined by the strata committee, the strata committee shall notify the Owner or occupier as to the amount payable prior to the Owner or occupier using their Lot for a Short-term rental accommodation arrangement. The Bond may be in the form of a bank guarantee.
- (e) **Lot** means each and every lot in the Strata Scheme.
- (f) **Owner** means the respective owner of a Lot from time to time.

- (g) **Owners Corporation** means the Owners Corporation constituted upon registration of Strata Plan No 38936.
- (h) **Short-term rental accommodation arrangement** has the same meaning as in section 54A of the *Fair Trading Act 1987*.
- (i) **Strata Scheme** means the strata scheme relating to Strata Plan No 38936 located at 71 Victoria Street, Potts Point NSW 2011.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail;
- (i) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (j) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

PROHIBITION

- 3.1 Subject to section 137A of the Act, a Lot may not be used for a Short-term rental accommodation arrangement.

- 3.2 Where an Owner or occupier uses a Lot as their principal place of residence and intends on using the Lot for a Short-term rental accommodation arrangement then the Owner or occupier shall comply with the conditions contained in this by-law.
- 3.3 Notwithstanding any other by-law applicable to the Strata Scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions in the Strata Scheme on the conditions set out in Part 4.

PART 4

CONDITIONS FOR USE OF LOT

- 4.1 An Owner or occupier acknowledges and agrees that, if they intend to use their Lot for a Short-term rental accommodation arrangement under the exemption contained in section 137A of the Act (as part of their occupation of the Lot as a principal place of residence), that use may require consent from an Authority.
- 4.2 An Owner or occupier who wishes to use their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, before entering into any Short-term rental accommodation arrangement for the first time:
- (a) ensure the Lot is registered on the register established under the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*, section 102C and meets all requirements contained in the *State Environmental Planning Policy (Housing) 2021* and any other applicable laws;
 - (b) provide the Owners Corporation with a copy of the registration under clause 4.2(a) of this by-law;
 - (c) notify the Owners Corporation that they intend on using the Lot for a Short-term rental accommodation arrangement under the exemption;
 - (d) obtain and provide to the Owners Corporation a copy of any approval required by any Authority for the use of the Lot for a Short-term rental accommodation arrangement;
 - (e) if an occupier, provide to the Owners Corporation the written approval of the Owner to the occupier using the Lot for a Short-term rental accommodation arrangement;
 - (f) obtain and provide to the Owners Corporation a copy of any report from a suitably qualified expert setting out any additional work health and safety requirements, fire safety requirements, or other requirements or works required to comply with any law, regulation, ordinance or covenant provisions relating to the use of the Lot for a Short-term rental accommodation arrangement;
 - (g) pay the Bond to the Owners Corporation as a single payment.
- 4.3 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, after complying with clause 4.2:

- (a) provide a notice to the Owners Corporation specifying the names of any person(s) occupying the Lot under a Short-term rental accommodation arrangement, the period of their occupancy, and the date of anticipated termination of the occupancy for each person pursuant to section 258 of the Act (each time the Lot is used for that purpose);
 - (b) maintain the amount of the Bond to the amount specified or determined by the strata committee, where the amount of the Bond is reduced below that amount for any reason (including but not limited to as a result of clause 4.10 or 4.11 of this by-law).
- 4.4 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, at their cost:
- (a) keep the Lot registered on the register specified in clause 4.2(a) of this by-law at all times and provide a copy of such registration to the Owners Corporation each time the registration is renewed and must not use the Lot for a Short-term rental accommodation arrangement where such registration is not renewed, is cancelled or is refused;
 - (b) ensure the Lot at all times complies with the fire safety standard specified in the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*;
 - (c) ensure the Lot at all times meets all other requirements contained in the *State Environmental Planning Policy (Housing) 2021* and any other applicable laws;
 - (d) ensure the Lot is used at all times in compliance with the code of conduct established under the *Fair Trading Act 1987* and the regulations thereunder.
 - (e) ensure that the Lot is not used for any purpose that is:
 - (i) a prohibited use under any planning instrument, ordinance, or law administered by any Authority associated with Short-term rental accommodation arrangements;
 - (ii) a use prohibited by law; and
 - (iii) not in accordance with the *Fair Trading Act 1987* including the code of conduct established thereunder from time to time.
- 4.5 Where there is any work required to the Strata Scheme or common property in order for the use of a particular Lot to comply with any law, regulation, ordinance or covenant relating to the use for Short-term rental accommodation arrangements then the Owner or occupier shall be liable for all works and associated costs on an indemnity basis and shall not use the Lot for that purpose until such time as all works have been completed to the satisfaction of the Owners Corporation (which may require a by-law as contemplated by section 143 of the Act).

- 4.6 An Owner or occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of a use contrary to this by-law.
- 4.7 An Owner or occupier must, at the time of entering into any permitted Short-term rental accommodation arrangement with another person, provide a copy of the by-laws of the Strata Scheme including this by-law to that other person and must ensure that other person complies with this by-law and all of the by-laws for the Strata Scheme.
- 4.8 The Owners Corporation, strata committee or strata managing agent may serve a notice on an Owner or occupier requiring that person to provide evidence sufficient to prove the Lot(s) so owned or occupied is/are not being used for a use prohibited by or in breach of this by-law or any law.
- 4.9 The Owners Corporation, acting reasonably, may charge an Owner or occupier the Administration Fee.
- 4.10 An Owner or occupier shall indemnify and keep indemnified the Owners Corporation from any legal liability, claims, losses, damage, costs, fees, expenses, fines and penalties of any kind incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or occupier using a Lot for a Short-term rental accommodation arrangement.
- 4.11 Subject to any breach of this by-law and upon satisfaction by the Owners Corporation of the compliance by an Owner or occupier and any person occupying their Lot under a Short-term rental accommodation arrangement with this by-law in its entirety, the Owners Corporation shall refund the Bond to the Owner or occupier, less any costs incurred by the Owners Corporation, including the Administration Fee, for or in connection with a breach of this by-law.
- 4.12 If an Owner or occupier fails to comply with any obligation under this by-law:
- (a) the Owners Corporation may refer the Owner or occupier to any relevant Authority;
 - (b) the Owners Corporation may request, in writing, that the Owner or occupier complies with the terms of the by-law and the Owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (c) the Owner or occupier must indemnify the Owners Corporation jointly and severally against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be reasonably required to carry out any work or take any other steps to rectify the Owner's or occupier's breach of this by-law; and
 - (d) the Owners Corporation may recover from the Owner or occupier jointly and severally, as a debt in a forum of competent jurisdiction, the Administration Fee and all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other

expense of the Owners Corporation reasonably incurred in recovering such debt.

22. Use of water on balconies

1. In order to protect the common property and the amenity of other Lots from water overflow from balconies, gutters and/or spitter pipes, an Owner or Occupier must:
 - (a) ensure that water brought into or onto the balcony area by the Owner or Occupier — whether by hose, watering can, bucket, water spraying apparatus, hand-held watering device or otherwise — does not overflow from their Lot;
 - (b) indemnify the Owners Corporation against any cost, loss, damage, expense or liability arising from the overflow of water from their Lot to the extent such cost, loss, damage, expense or liability is caused or contributed to by a breach of subclause (a) above, including without limitation the cost of cleaning the windows or any other area(s) of the common property or other Lots affected; and
 - (c) pay in accordance with the direction of the Owners Corporation, any amount for which the Owner or Occupier is liable under this by-law within 14 days after service of a written notice from the Owners Corporation requiring payment and enclosing copies of all relevant invoices. If that Owner or Occupier does not pay the amount required under the notice within 14 days, the Owners Corporation may recover from the Owner or Occupier that amount, plus any recovery costs or expenses reasonably incurred by the Owners Corporation, as a debt due from the Owner or Occupier.
2. If an Occupier of a Lot who is not the Owner of that Lot does not pay within 14 days the amount required under a notice referred to subclause 1(c) above, and the Owners Corporation is unable despite reasonable efforts to recover within a reasonable time from that Occupier the amount, plus any recovery costs or expenses reasonably incurred by the Owners Corporation, the Owners Corporation may serve a written notice on the relevant Lot Owner requiring the Lot Owner to pay within 14 days the amount that was due from the Occupier. If the Lot Owner does not pay the amount required under the notice within 14 days, the Owners Corporation may recover from the Lot Owner that amount, plus any further recovery costs or expenses reasonably incurred by the Owners Corporation, as a debt due from the Lot Owner.
3. An Owner or Occupier of a Lot must indemnify any other Owner or Occupier against any cost, loss, damage, expense or liability incurred by that other Owner or Occupier arising from the overflow of water to the extent such cost, loss, damage, expense or liability is caused or contributed to by a breach of subclause 1(a) above, including without limitation the cost of cleaning the windows or any other area(s) of the Lot(s) affected

Special By-laws

23. SPECIAL BY-LAW NO. 1: use of parking spaces

An owner or occupier of a lot must not, without prior written approval of the Strata Committee, use or permit any other person to use a car space that forms part of their lot unless that use is in connection with the occupation of another lot or part of another lot in strata scheme 38936 that is not a car space.

24. SPECIAL BY-LAW NO. 2: balcony and window improvements (repealed on 28 May 2020)

25. SPECIAL BY-LAW NO. 3: exclusive use of hallway - Lots 29, 43, 57, 70, 83 and 96

Adopted 1 February 2000

A. DEFINITIONS

1. In this by-law, the following terms are defined to mean:

"Common Areas" means the common property hallways running off the lift lobby area to the Owner's lots which will be used to create additional hallways in lots 29, 43, 57, 70, 83 and 96.

"Owners" means each of the owners for the time being of lots 29, 43, 57, 70, 83 and 96.

"Works" means the alterations and additions (including all ancillary structures) undertaken by the Owners to:

- a) install a door from the Owner's lot to the Common Areas provided the door does not extend beyond the hot water meter in the western wall;
- b) install floor and wall coverings; and
- c) carry out window treatments.

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

B. RIGHTS

3. Subject to the conditions in paragraph C of this by-law, the owner will have:

- a) a special privilege in respect of the Common Areas to perform the Works and to erect and keep the Works to and on the Common Areas; and
- b) the exclusive use of those parts of the Common Areas.

C. CONDITIONS

Maintenance

4. The Owners must properly maintain and keep the Common Areas to which the Works are erected or attached in a state of good and serviceable repair.
5. The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

6. Before commencing the Works the Owners must submit to the owners corporation the following documents relating to the Works:
- a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and
 - d) any other document reasonably required by the Owners Corporation.

Approvals

7. Before commencing the Works the Owners must obtain approval for the performance of the Works (if necessary) from:
- a) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - b) any other relevant statutory authority whose requirements apply to the Works.

Performance of Works

8. In performing the Works, the Owners must:
- a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - b) protect all areas of the strata scheme outside their lot from damage by the Works or by the transportation of construction materials, equipment, debris, in the manner reasonably acceptable to the Owners Corporation;
 - c) keep all areas of the building outside their lots clean and tidy throughout the performance of the Works;
 - d) remove all debris resulting from the Works immediately from the building; and
 - e) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

9. The Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Cost of Works

10. The Works must be undertaken at the cost of the Owner.

Licensed Contractor

11. The Works shall be done:
- a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Owners Fixtures

12. The Works shall remain the Owner's fixtures.

Right to Remedy Default

13. If the Owners fail to comply with any obligation under this by-law, THEN the Owners Corporation may:
- a) carry out all work necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out that work; and
 - c) recover the costs of carrying out that work from the defaulting Owner.

26. SPECIAL BY-LAW NO. 4: works to lots (repealed on 28 May 2020)

27. SPECIAL BY-LAW NO. 5: maintenance of parking areas

1. For the purposes of preserving the fire safety and security of the strata scheme and to attempt to minimise hazards in the strata scheme and to prevent the unreasonable interference with the rights of other owners or occupiers using their lots or the common property in the strata scheme, an owner or occupier of a lot must not place or keep any of the items specified in clause 2 of this by-law on any part of their lot which comprises a car parking space except where:
 - (a) the owner is authorised under a separate by-law or at a general meeting of the Owners Corporation to enclose the car parking space of their lot and to store items in that enclosed car parking space; or
 - (b) the placement or keeping of such items in the car parking space of their lot has otherwise been approved in writing by the Owners Corporation or the Strata Committee of the Owners Corporation.
2. The items referred to in clause 1 of this by-law are as follows:
 - (a) Cardboard, wooden or plastic cartons of any dimension;
 - (b) Carpet or rugs, bags of clothing, mattresses;
 - (c) Household furniture or equipment;
 - (d) Refrigerators, washing machines, clothes dryers or any household white goods;
 - (e) Containers of oil, petrol, paint or any flammable liquid;
 - (f) Suitcases or trunks;
 - (g) Motor vehicle parts or accessories not attached to a motor vehicle;
 - (h) Pot plants, barbecues or outdoor furniture;
 - (i) Building materials;
 - (j) Office equipment;
 - (k) Exercise equipment, sporting equipment, surf skis, golf clubs.

3. Should an owner or occupier of a lot fail to comply with any obligation under this by-law:
 - (a) the Owners Corporation may request, in writing, that the owner or occupier complies with the terms of the by-law and the owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon the car parking space of the lot to inspect and to carry out any reasonable work to rectify the owner's or occupier's breach of this by-law;
 - (c) the owner or occupier must jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the owner's or occupier's breach of this by-law; and
 - (d) the Owners Corporation may recover from the owner or occupier jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

**28. SPECIAL BY-LAW NO. 6: exclusive use of Common Property - Lot 1
Dated 7 January 2004**

A. DEFINITIONS

1. In this by-law, the following terms are defined to mean:

"Common Area" means the common property separating the body of lot 1 designated as car spaces and used for that purpose, having a dimension of 7.530 metres and 1.3. metres being located on Level 1 in the Strata Scheme being the area denoted by the letter "Z" on the plan annexed hereto.

"Owner" means the owners for the time being of lot 1.

"Works" means the alterations and additions (including all ancillary structures) undertaken by the Owner to install a gate enclosing the common area thereby rendering the common area contiguous with that part of lot 1 designated carspaces.

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

B. RIGHTS

3. Subject to the conditions in paragraph C of this by-law, the Owner will have:
 - a) a special privilege in respect of the Common Area to perform the Works and to erect and keep the Works to and on the Common Area; and,
 - b) the exclusive use of the Common Area.

C. CONDITIONS

Maintenance

4. The Owner must properly maintain and keep the Common Area to which the Works are erected or attached in a state of good and serviceable repair.
5. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Liability

6. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Cost of Works

7. The Works must be undertaken at the cost of the Owner.

Licensed Contractor

8. The Works shall be done in a proper and workmanlike manner and by duly licensed contractors.

Owners Fixtures

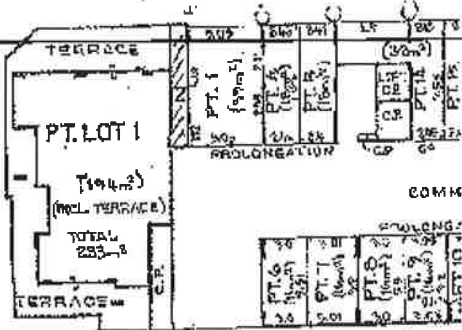
9. The Works shall remain the Owners fixtures.

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ANNEXURE A to CHANGE OF BY-LAWS

By The Owners Strata Plan 38936

Dated:



The Corrected Seal of the Owners Strata Plan No. 38936
was affixed on 7/1/2004 in the presence of
Signature: [Signature]
Name: [Name]
being the person(s) authorized by section 228 of the Strata Schemes Management
Act, 1996 to effect the affixing of the seal

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29. SPECIAL BY-LAW NO. 7: fees for exclusive use of common property

Dated: 29 November 2006

1. Exclusive use of common property is not to be granted unless a fair and reasonable fee according to market value is paid for the privilege to the Owners Corporation SP 38936 by the lot owners seeking exclusive use.

A. Definitions

2. **Common property** means all common property according to the Strata Schemes Management Act 1996 but in relation to this by-law it excludes (i) common property involved in the glassing of balconies, (ii) the dividing wall separating two contiguous lots when both lots are the property of the same owners, if the said owners wish to consolidate their properties into one living space.
3. **A reasonable fee** means the market value in the building of a square metre or part thereof, which is to become the exclusive use of the lot owners.

In the event that (i) the said lot owners relinquish the right to the exclusive use or (ii) a subsequent special by-law withdraws or rescinds the exclusive use of the said common property, the Owners Corporation must refund all or part of the fee to the owners of the lot. The amount to be refunded is to be reduced by five percent for each complete year elapsed from the date the exclusive use of common property was granted (in the case of special by-law No 3, from the date building alterations were approved by the Strata Committee), to the time the said common property is restored by the owners of the lot to its original condition and notification in writing to the Owners Corporation. No refund will be made after twenty years. Refund will only take place once the common property whose special use was granted is completely restored by the owners of the lot to its original condition.

4. **Market value** means the average price paid for the last five completed sales of lots in the building prior to the date when permission is granted divided by the surface of the lots in square metres after excluding the surface of any car spaces belonging to the lot. It is the responsibility of the owners seeking exclusive use of common property to provide to the Owners Corporation this information certified by an appropriately registered valuer.

B. Applicability

5. This by law applies to all permissions for exclusive use of common property not granted prior to the date of this annual general meeting. This by-law also applies to owners who have not exercised the rights conferred by special by-law number 3.

30. SPECIAL BY-LAW NO. 8: subdivision of Lots 156 and 163

Dated: 19 November 2008

A. Definitions:

1. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- a) 'Act' means the Strata Schemes Management Act 1996 (NSW)
- b) 'Lot Owners' means jointly and severally the owners for the time being of Lots 156 and 163 in Strata Plan 38936

B. Rights

1. The following rights are hereby conferred upon the Lot Owners:

By Special Resolution of the Owners Corporation SP38936 pursuant to Section 52 of the Strata Schemes Management Act 1996 (NSW) ('the Act') the Lot Owners be given approval to create a subdivision of these Lots (unit entitlement 12 & 14 respectively) so as to incorporate the two titles into one new lot as set out in the 4 page strata plan of subdivision prepared by Victor William Cochrane Surveyor and dated 15 February 2007 (attached and marked **Schedule A**).

2. SUBJECT TO the due observance and performance by the Lot Owners of the following obligations and conditions:

Costs

- a) The Lot Owners must pay to the Owners Corporation its legal costs and disbursements of review and registration of this by-law ('the Costs'), by bank cheque, on the date of registration of this by-law at the Land and Property Information Office in New South Wales: and
- b) Provided that the Costs have been advised to the Lot Owners, if the Costs are not paid on the said date the Lot Owners must pay interest on the Costs or such part thereof as is unpaid at the rate of interest applicable to default judgments under the Local Courts (Civil Claims) Act 1970 (NSW) currently 9% per annum;

Relevant Approvals

- c) Following registration of the subdivision, the Lot Owners shall furnish the Owners Corporation with a copy of the Final Occupation Certificate for the property.

Bond

- d) The \$5000 Bond (or so much of it as remains unclaimed on the terms of its lodgement) paid by the Lot Owners to the Owners Corporation in accordance with terms of Owners Corporation consent previously given to construction works to consolidate the two lots into one shall be returned to the Lot Owners on or before expiry of 3 months after the Lot Owners notify completion of the works to the Owners Corporation, in writing.

31. SPECIAL BY-LAW NO. 9: subdivision of Lots 138 and 139 in Strata Plan 38936

Dated 25 November 2011

A. Definitions:

1. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
 - a) "Act" means the Strata Schemes Management Act 1996 (NSW)
 - b) "Lot Owners" means jointly and severally the owners for the time being of Lots 138 and 139 in Strata Plan 38936

B. Rights

1. The following rights are hereby conferred upon the Lot Owners:
By Special Resolution of the Owners Corporation SP38936 pursuant to Section 52 of the Strata Schemes Management Act 1996 (NSW) ("the Act") the Lot Owners be given approval to create a subdivision of Lots 138 and 139 (unit entitlements 11 & 10 respectively) so as to consolidate the two titles into one new lot as set out in the 2 pages of the Strata Plan of subdivision prepared by Bryan David Southall and referenced as 10-219SP Subdivision No. 144/2010 (attached and marked "B").
2. SUBJECT TO the due observance and performance by the Lot Owners of the following obligations and conditions:

Costs

- a) the Lot Owners must pay to the Owners Corporation all costs incurred and disbursements of review and registration of this by-law ("the Costs"), by bank cheque, on the date of registration of this by-law at the Land and Property Information Office in New South Wales; and
- b) Provided that the Costs have been advised to the Lot Owners, if the Costs are not paid on the said date the Lot Owners must pay interest on the Costs or such part thereof as is unpaid at the rate of interest applicable to default judgments under the Local Courts (Civil Claims) Act 1970(NSW)

Relevant Approvals

- c) Following registration of the subdivision, the Lot Owners shall furnish the Owners Corporation with a copy of the Final Occupation Certificate for the property.

Bond

- d) The Bond (or so much of it as remains as unclaimed on the terms of its lodgement) paid by the Lot Owners to the Owners Corporation (in accordance with terms of Owners Corporation consent previously given to construction works to consolidate the two lots into one lot) shall be returned to the Lot Owners on or before the expiry of 3 months after the Lot Owners notify completion of the works to the owners corporation, in writing.

32. SPECIAL BY-LAW NO. 10: renovations to Lot 87

Dated: 29 November 2014

A. DEFINITIONS

- 1) In this by-law, the following terms are defined to mean:

"Lot" means Lot 87

"Owner" means the current and future owner of the Lot.

"Works" means the alterations and additions (including all ancillary structures) undertaken by the Owner identified in the plans and specifications which form Exhibits to the Minutes of Meeting (Schedule "A") at which this by law is made.

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

B. RIGHTS

- 2) Subject to the conditions in section 3 of this by-law, the Owner shall have:
 - a) a special privilege in respect of the common property to carry out the Works in, to and on the common property; and,
 - b) the exclusive use of the common property occupied by the Works.

C. CONDITIONS

Payment

- 3) The Owner of the Lot must comply with Special By-Law No. 7 in relation to valuation and payment.

Maintenance

- 4) The Owner of a Lot must properly maintain and keep the common property upon which the Works are effected in good and serviceable repair and must replace the finishes associated with giving effect to the Works as required from time to time.

Documentation

- 5) Before commencing the Works the Owner must submit to the Owners Corporation, for its approval, the following documents relating to the Works:
 - a) final plans and drawings;
 - b) final specifications;
 - c) structural diagrams; and
 - d) any other document reasonably required by the Owners Corporation.
- 6) After completing the Works the Owner must deliver to the Owners Corporation the following documents relating to the Works:
 - a) certification by an engineer as to the structural integrity of the Works and the building; and
 - b) any other document reasonably required by the Owners Corporation.

Approvals

- 7) Before commencing the Works the Owner must obtain approval for the performance of the Works from:
 - a) a structural engineer, and
 - b) any relevant statutory authority whose requirements apply to the Works.

Insurance

- 8) Before commencing the Works the Owner must effect the following insurances in the joint names of the Owner and the Owners Corporation:
 - a) contractors all works insurance;
 - b) insurance required under the Home Building Act 1989;
 - c) workers compensation insurance; and
 - d) public liability Insurance in the amount of \$10,000,000.

Licensed Contractor

- 9) The Works shall be done;
 - a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications (if any) approved by the local council.

Statutory Directions

- 10) In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

- 11) The Works shall remain the Owner's fixtures.

Right to Remedy Default

- 12) If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:
 - a) carry out all work necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out that work; and
 - c) recover the costs of carrying out that work from the Owner.

Performance of Works

- 13) In performing the Works, the Owner must:
 - a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
 - b) protect all areas of the building outside the Lot from damage by the Works or by the transportation of construction materials, equipment and debris in the manner reasonably acceptable to the owners corporation;
 - c) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
 - d) only perform the Works at the times approved by the Owners Corporation
 - e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
 - f) remove all debris resulting from the Works immediately from the building;

- and
- g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

33. SPECIAL BY-LAW NO. 11: fire safety

1. In this by-law, the following terms and definitions shall apply:

“Owner” means the owner or owners from time to time of a Lot in Strata Plan No. 38936.

“The Act” means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

2. Where any term used in this by-law is defined in the Act, it will have the same meaning as is attributed to that term by that Act.
3. The singular includes the plural and vice versa.
4. Words implying a gender encompass all genders.
5. The Owner or occupier of a Lot must not do any thing or permit any invitees of the Owner or occupier to do any thing 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, including but not limited to the following:
- a) not interfere with any firefighting equipment which is located in the building including fire hoses, extinguishers, hydrants or such other firefighting equipment, except in an emergency;
 - b) not interfere with any other fire safety equipment or services including sprinklers, smoke detectors, fire doors or associated hardware including door closers and other such fire safety mechanisms, whether or not the fire safety equipment or services are located within the lot or on common property, except as expressly permitted by this by-law;
 - c) not obstruct any fire stairs or fire escapes in the building; or
 - d) not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the essential fire safety equipment and measures installed and maintained by the Owners Corporation, or in or upon any part of the common property or a Lot, including propping open fire safety doors or placing any objects in a path of access or egress to a fire door on common property.
6. Where an Owner or occupier of a Lot causes or permits damage to, or the alteration or removal of, or the interference with, any fire safety device, equipment or service as a result of the wilful, negligent or reckless conduct, action or inaction of that Owner or occupier or their invitee, or otherwise as a result of any breach by that Owner or occupier or their invitee of this by-law, that Owner or occupier must jointly and severally indemnify the Owners Corporation

against any liability, costs, loss or expense incurred by the Owners Corporation to repair or replace any such fire safety device, equipment or service and to certify the repaired or replaced fire safety device, equipment or service as compliant under the requirements of the National Construction Code/Building Code of Australia and relevant Australian Standards and all laws relating to fire safety.

7. Where an Owner of a lot has installed a storage unit approved by the Owners Corporation to the car parking space of their Lot, that Owner must, at the Owner's cost:
 - a) ensure that the installation and use of the storage unit complies with all requirements of the National Construction Code/Building Code of Australia and relevant Australian Standards and all laws relating to fire safety and does not interfere with any common property fire safety device, equipment or service located on or adjacent to the car parking space of their Lot; and
 - b) within 21 days (or within such other period of time as is agreed to by the Owners Corporation acting reasonably) of receipt of a request in writing from the Owners Corporation and in accordance with all reasonable requirements and directions of the Owners Corporation, carry out all works specified by the Owners Corporation to the car parking space of their Lot, the storage unit and/or the common property in order to ensure compliance with clause 7(a) of this by-law; and
 - c) use suitably qualified, licensed and insured contractors to carry out any works required under clause 7(b) of this by-law and must obtain and provide to the Owners Corporation on completion of the works a certificate from those contractors certifying the works have been carried out in compliance with and the storage unit installation and use complies with all requirements of the National Construction Code/Building Code of Australia and relevant Australian Standards and all laws relating fire safety; and
 - d) indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any works required under clause 7(b) of this by-law that the Owner fails to carry out and/or to obtain any certificate under clause 7(c) of this by-law that the Owner fails to obtain in compliance with this clause 7.
8. Lot owners shall ensure that any smoke detectors within the owner's Lot are kept in good working order and comply with any notice issued by Council or other statutory authority and that the batteries contained within any battery-operated smoke detectors are replaced on a regular basis.
9. The owner and occupier of a Lot shall provide the Owners Corporation and its duly appointed contractors and consultants with access to their Lot on reasonable notice in accordance with the Act for the following purposes:
 - a) to carry out an inspection of any fire safety equipment or services;
 - b) for the purpose of ensuring that an Owner or occupier has complied with any notice given to him or her pursuant to this by-law; or
 - c) to determine if an Owner or occupier has complied with any applicable fire

safety regulations and this by-law.

For the avoidance of doubt, in an emergency the Owners Corporation may, pursuant to section 122(3) of the Act, enter any part of the Parcel, including a Lot, to carry out work which is described in section 122(1) of the Act.

10. The Owners Corporation may recover from the Owner or occupier of a Lot, as a debt in a court of competent jurisdiction, the reasonable costs and expenses (including but without limitation the cost of any third party fine, charge, invoice, penalty or the like) that the Owners Corporation reasonably incurs as a direct result of that Owner or occupier or their invitee causing the attendance at the strata scheme of:

- a) the fire brigade, ambulance, police, security or other similar service or personnel; and/or
- b) any other third party, including but without limitation a contractor or a fire safety consultant,

to respond to a telephone call to the fire brigade or police or other third party by that Owner, or occupier or their invitee, or to respond to the setting off of a smoke alarm or other fire safety device by that Owner, or occupier or their invitee, or to respond to an alert from any fire protection system located within the strata scheme caused by that Owner, or occupier or their invitee without justifiable cause or reasonable excuse.

11. Should an Owner or occupier of a Lot fail to comply with any obligation under this by-law:
- a) the Owners Corporation may request, in writing, that the Owner or occupier complies with the terms of the by-law and the Owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot, including on the car parking space of the Lot to inspect and to carry out any reasonable work to rectify the Owner's or occupier's breach of this by-law;
 - c) the Owner or occupier must jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's or occupier's breach of this by-law; and
 - d) the Owners Corporation may recover from the Owner or occupier jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

34. SPECIAL BY-LAW NO. 12: doors and locks on entrance doors

1. In this by-law, the following terms and definitions shall apply:

“Owner” means the owner or owners from time to time of a Lot in Strata Plan No. 38936.

“The Act” means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

2. Where any term used in this by-law is defined in the Act, it will have the same meaning as is attributed to that term by that Act.
3. The singular includes the plural and vice versa.
4. Words implying a gender encompass all genders.
5. In this by-law, a reference to “unit entrance door” is a reference to the front door of a Lot, which door is common property and is also a fire door and includes all parts of the door such as the locks, handles and door closer.
6. An Owner must not at any time, except with the prior approval of the Owners Corporation (and an occupier of a Lot must not at any time), alter, remove, damage, or interfere in any way with a unit entrance door and/or its operation, including but without limitation to cause the unit entrance to not comply with the requirements of the National Construction Code/Building Code of Australia or the relevant Australian Standards or any other laws relating to fire safety.
7. Where an Owner or occupier of a Lot causes or permits any alteration, removal, damage to, or interference with a unit entrance door as a result of any breach by that Owner or occupier of a Lot or their invitee of this by-law, that Owner or occupier must jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation to repair or replace that unit entrance door and to certify the repaired or replaced unit entrance door as compliant under the requirements of the National Construction Code/Building Code of Australia and relevant Australian Standards and all laws relating to fire safety.
8. Should an Owner or occupier of a Lot fail to comply with any obligation under this by-law:
 - (a) the Owners Corporation may request, in writing, that the Owner or occupier complies with the terms of the by-law and the Owner or occupier must take all reasonable steps to comply with the Owners Corporation’s request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner’s or occupier’s breach of this by-law;
 - (c) the Owner or occupier must jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner’s or occupier’s breach of this by-law; and
 - (d) the Owners Corporation may recover from the Owner or occupier jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation’s reasonable costs

incurred by the Owners Corporation arising out of or in relation to the Owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

35. SPECIAL BY-LAW NO. 13: window locks

1. Where a window lock has been installed in a Lot on an openable window by the Owners Corporation or by the owner of the Lot in compliance with the *Strata Schemes Management Act 2015* and the regulations made thereunder and any other applicable law and subsequently certified compliant, the owner or occupier of the Lot must not interfere with, alter or damage the lock in any way including in a manner that renders the window lock non-compliant with the *Strata Schemes Management Act 2015* or the regulations made thereunder or any other applicable law.
2. The Owners Corporation shall maintain window locks in a state of good and serviceable repair and must renew and replace them when necessary.
3. Where an owner or occupier of a Lot causes or permits any interference with, alteration of, or damage to any window lock specified under this by-law as a result of any breach by that owner or occupier or their invitee of this by-law, that owner or occupier must jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation to repair or replace the window lock and to certify the repaired or replaced window lock as compliant under the *Strata Schemes Management Act 2015* and the regulations made thereunder and under any other applicable law.
4. Should an owner or occupier of a Lot fail to comply with any obligation under this by-law:
 - (a) the Owners Corporation may request, in writing, that the owner or occupier complies with the terms of the by-law and the owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the owner's or occupier's breach of this by-law;
 - (c) the owner or occupier must jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the owner's or occupier's breach of this by-law; and
 - (d) the Owners Corporation may recover from the owner or occupier jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other

expense of the Owners Corporation reasonably incurred in recovering such debt.

36. SPECIAL BY-LAW NO. 14: licence agreements

- 1) In addition to its powers under the Act, the Owners Corporation has the power to enter into licence agreements with owners and occupiers to use parts of common property on a temporary basis, pursuant to Section 122 of the Strata Schemes Management Act 2015.
- 2) Agreements entered into by the Owners Corporation under this by-law may include provisions about, but need not be limited to:
 - a) the term of the agreement and the fee or charge for use;
 - b) the permitted uses of the area;
 - c) the maximum number of persons allowed in the area;
 - d) insurances the owner or occupier must effect; and
 - e) cleaning and maintaining the area.

37. SPECIAL BY-LAW NO. 15: house rules and administrative charges

- 1) The Owners Corporation may make rules for the security, control, management, operation, use and enjoyment of the strata complex and its facilities.
- 2) Rules made by the Owners Corporation must not conflict with the Strata Schemes Management Act 2015 or the By-laws which apply to Strata Plan No. 38936 from time to time.
- 3) The Owners Corporation may add to or change the rules at any time, pursuant to a resolution of the Strata Committee. House rules may include administrative charges and service fees imposed from time to time.

38. SPECIAL BY-LAW NO. 16: renovations to Lot 168 (repealed on 28 May 2020)

39. SPECIAL BY-LAW NO. 17: excessive communications

1. An owner or occupier of a lot must not:
 - a) send unreasonable, unnecessary and/ or excessive amounts of correspondence; or
 - b) display unauthorised advertising material on the common property.
2. The Owners Corporation, including the Strata Committee, will not be required to address or reply to any correspondence from lot owners which:
 - a) is repetitive;
 - b) is excessive;
 - c) is disorganised;
 - d) addresses issues which have already been considered and determined; and/ or
 - e) is unreasonable.

40. SPECIAL BY-LAW NO. 18: electronic voting

In accordance with regulation 15 of the *Strata Schemes Regulation 2016*, the Owners Corporation and the Strata Committee have, by resolution, adopted the following additional means of voting on a matter to be determined by the Owners Corporation or the Strata Committee:

1. voting by means of:
 - a) oral response at a live teleconference;
 - b) oral response at a live video-conference;
 - c) e-mail; or
 - d) other electronic means,
while participating in a meeting from a remote location, including but not limited to conferences via Skype, Facetime and other electronic applications on mobile devices; and

2. voting by means of:
 - a) e-mail;
 - b) accessing a voting website or other electronic applications on mobile devices in accordance with the directions contained on that website or mobile application; or
 - c) other electronic means,
before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Strata Committee.

41. SPECIAL BY-LAW NO. 19: renovations to Lot 169 (repealed on 28 May 2020)

42. SPECIAL BY-LAW NO. 20: renovations to Lot 72 (repealed on 28 May 2020)

43. SPECIAL BY-LAW NO. 21: renovations to Lot 28 (repealed on 28 May 2020)

44. SPECIAL BY-LAW NO. 22: renovations to Lot 121

Dated 25 October 2017

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

“**Lot**” means lot 121.

“**Owners**” means the current and future owners of the lot.

“**Works**” means the alterations and additions (including all ancillary structures) undertaken by the Owner identified in the plans and specifications which form exhibit 1 to the minutes of the SP 38936 AGM 2017 at which this by-law is made.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS Subject to the conditions in paragraph C and sections 108, 109 and 110 of the *Strata Schemes Management Act 2015* of this by-law, the Owners will have:

- a) a special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and
- b) the exclusive use of those parts of the common property; and
- c) the exclusive use of those parts of the common property occupied by the Works.

C. CONDITIONS

Maintenance

- i) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- iii) Before commencing the Works, the Owners must submit to the Owners Corporation for its approval the following documents relating to the Works:
 - a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and
 - d) any other document reasonably required by the Owners Corporation.
- iv) After completing the Works, the Owners must deliver to the Owners Corporation, for its approval, the following documents relating to the Works:
 - a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Works and the building; and
 - b) any other document reasonably required by the Owners Corporation.

Approvals

- v) Before commencing the Works, the Owners must obtain approval for the performance of the Works from:
 - a) Owners Corporation;
 - b) the engineer nominated by the Owners Corporation;
 - c) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - d) any other relevant statutory authority whose requirements apply to the Works.
- vi) For the purposes of paragraph v(a) and with respect to Minor renovations, the Owners Corporation has delegated its functions under section 110 *Strata Schemes Management Act 2015* to the Strata Committee.

Insurance

- vii) Before commencing the Works, the Owners must effect the following insurances in the joint names of the Owner and the Owners Corporation:
 - a) contractors all works insurance;
 - b) insurance required under the Home Building Act 1989;

- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Performance of Works

viii) In performing the Works, the Owners must:

- a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- b) protect all areas of the strata scheme outside their lot from damage by the Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the Owners Corporation;
- c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the Owners Corporation;
- e) not create undue noise that cause discomfort, disturbance or interference with activities or any other occupier of the building;
- f) immediately remove all debris resulting from the Works from the building; and
- g) comply with the requirements of any applicable by-laws; any conditions imposed by the Owners Corporation when granting approval to perform the Works and any relevant statutory authority concerning the performance of the Works.

Liability

ix) The Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

x) The Owners 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 Works on the common property including liability under section 122(6) in respect of any property of the Owners.

Cost of Works

xi) The Works must be undertaken at the cost of the Owner.

Costs of By-Law, Approvals and Certification

xii) The Owners will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

xiii) The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

xiv) In performing the Works the Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners' servants, agents and contractors.

Owners Fixtures

xv) The Works shall remain the Owner's fixtures but may not be removed if such removal would cause damage or alteration to common property.

Bond

xvi) Before commencing the Works, the Owners must pay to the Owners Corporation an amount as security bond which shall be determined by the Owners Corporation having regard to the value and extent and the nature of the Works to be executed:

- a) to be held by the Owners Corporation as a security bond during the Works; and
- b) to be applied by the Owners Corporation towards the cost of rectifying any damage to the common property by the Owner or by any breach of the conditions of this by-law;
- c) an amount to a maximum of 80% of the deposited bond be refunded to the Owner (or if any other part is applied pursuant to this by-law, then only as to the balance) after compliance with the conditions of this by law; and
- d) 20% of the deposited bond will be retained by the Owners Corporation as payment for the cost of increased wear and tear of the lifts and common property, administration, cleaning of the car parks and costs of inspections associated with the Works carried out by an Owner.

Right to Remedy Default

xvii) If the Owners fail to comply with any obligation under this by-law or any obligation to remedy a default with the Works or with the common property affected by the Works, THEN the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

45. SPECIAL BY-LAW NO. 23: exclusive use of Common Property - Lot 168
Dated 25 October 2017

A. DEFINITIONS

1. In this by-law, the following terms are defined to mean:

"**Common Area**" means the common property adjacent to and external to U168 parking space between the parking space and the excavation on the east side and north side. The east side has an existing structure measuring 4500mm long x 1000mm high x 1000mm deep. On the north side a proposed new structure.

"**Owner**" means the owners for the time being of lot 168.

"**Works**" means the alterations and additions (including all ancillary structures) undertaken by the Owner to install a new storage cupboard 3000mm long x 1000mm high x 1000mm deep.

2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015 they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

3. Subject to the conditions in paragraph C of this by-law, the Owner will have:
 - a) a special privilege in respect of the Common Area to perform the Works and to erect and keep the Works to and on the Common Area; and,
 - b) the exclusive use of the Common Area.

C. CONDITIONS

Maintenance

4. The Owner must properly maintain and keep the Common Area to which the Works are erected or attached in a state of good and serviceable repair.
5. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Liability

6. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Cost of Works

7. The Works must be undertaken at the cost of the Owner.

Licensed Contractor

8. The Works shall be done in a proper and workmanlike manner and by duly licensed contractors.

Owners Fixtures

9. The Works shall remain the Owners fixtures.

46. SPECIAL BY-LAW NO.24: Subdivision of Lots 86 and 34 in Strata Plan 38936

Dated: 22 May 2018

A. Definitions:

1. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
 - a) "Act" means the Strata Schemes Management Act 2015 (NSW)
 - b) "Lot Owners" means jointly and severally the owners for the time being of Lots 86 and 34 in Strata Plan 38936

B. Rights

2. The following rights are hereby conferred upon the Lot Owners:

By Special Resolution of the Owners Corporation SP38936 pursuant to Section 141 of the Strata Schemes Management Act 2015(NSW) ("the Act") the Lot Owners be given approval to create a subdivision of Lots 86 and 34 (unit entitlements 13 & 9 respectively) by exchanging the garage space from Lot 86 to Lot 34 and Lot 34 to Lot 86.

3. SUBJECT TO the due observance and performance by the Lot Owners of the following obligations and conditions:

Costs

- a) the Lot Owners must pay to the Owners Corporation all reasonable costs incurred and disbursements of review and registration of this by-law ("the Costs"), by bank cheque, on the date of registration of this by-law at the Land and Property Information Office in New South Wales; and
- b) Provided that the Costs have been advised to the Lot Owners, if the Costs are not paid on the said date the Lot Owners must pay interest on the Costs or such part thereof as is unpaid at the rate of interest applicable to default judgments under the Local Courts (Civil Claims) Act 1970(NSW)

Relevant Approvals

4. Following registration of the subdivision, the Lot Owners shall furnish the Owners Corporation with a copy of the subdivision as registered at the Land Titles Office New South Wales.

47. SPECIAL BY-LAW NO. 25: renovations to Lot 80 (repealed on 28 May 2020)

48. SPECIAL BY-LAW NO. 26: renovations to Lot 83

Dated 25 October 2018

A. DEFINITIONS

- i) In this by-law, the following terms are defined to mean:

"Lot" means lot 83.

“**Owners**” means the current and future owners of the lot.

“**Works**” means the alterations and additions (including all ancillary structures) undertaken by the Owner identified in the plans and specifications which form Exhibits to the Minutes of Meeting (Attachment 3) at which this by-law is made.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

Subject to the conditions in paragraph C and sections 108, 109 and 110 of the *Strata Schemes Management Act* 2015 of this by-law, the Owners will have:

- a) a special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and
- b) the exclusive use of those parts of the common property; and
- c) the exclusive use of those parts of the common property occupied by the Works.

C. CONDITIONS

Maintenance

- i) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- iii) Before commencing the Works, the Owners must submit to the Owners Corporation for its approval the following documents relating to the Works:
 - a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and
 - d) any other document reasonably required by the Owners Corporation.
- iv) After completing the Works, the Owners must deliver to the Owners Corporation, for its approval, the following documents relating to the Works:
 - a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Works and the building; and
 - b) any other document reasonably required by the Owners Corporation.

Approvals

- v) Before commencing the Works, the Owners must obtain approval for the performance of the Works from:

- a) Owners Corporation;
 - b) the engineer nominated by the Owners Corporation;
 - c) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - d) any other relevant statutory authority whose requirements apply to the Works.
- vi) For the purposes of paragraph v(a) and with respect to Minor renovations, the Owners Corporation has delegated its functions under section 110 *Strata Schemes Management Act* 2015 to the Strata Committee.

Insurance

vii) Before commencing the Works, the Owners must effect the following insurances in the joint names of the Owner and the Owners Corporation:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Performance of Works

viii) In performing the Works, the Owners must:

- a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- b) protect all areas of the strata scheme outside their lot from damage by the Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the Owners Corporation;
- c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the Owners Corporation;
- e) not create undue noise that cause discomfort, disturbance or interference with activities or any other occupier of the building;
- f) immediately remove all debris resulting from the Works from the building; and
- g) comply with the requirements of any applicable by-laws; any conditions imposed by the Owners Corporation when granting approval to perform the Works and any relevant statutory authority concerning the performance of the Works.

Liability

ix) The Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

x) The Owners 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 Works on the common property including liability under section 122(6) in respect of any property of the Owners.

Cost of Works

xi) The Works must be undertaken at the cost of the Owner.

Costs of By-Law, Approvals and Certification

xii) The Owners will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

xiii) The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

xiv) In performing the Works the Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners' servants, agents and contractors.

Owners Fixtures

xv) The Works shall remain the Owner's fixtures but may not be removed if such removal would cause damage or alteration to common property.

Bond

xvi) Before commencing the Works, the Owners must pay to the Owners Corporation an amount as security bond which shall be determined by the Owners Corporation having regard to the value and extent and the nature of the Works to be executed:

- a) to be held by the Owners Corporation as a security bond during the Works; and
- b) to be applied by the Owners Corporation towards the cost of rectifying any damage to the common property by the Owner or by any breach of the conditions of this by-law;

- c) an amount to a maximum of 80% of the deposited bond be refunded to the Owner (or if any other part is applied pursuant to this by-law, then only as to the balance) after compliance with the conditions of this by law; and
- d) 20% of the deposited bond will be retained by the Owners Corporation as payment for the cost of increased wear and tear of the lifts and common property, administration, cleaning of the car parks and costs of inspections associated with the Works carried out by an Owner.

Right to Remedy Default

xvii) If the Owners fail to comply with any obligation under this by-law or any obligation to remedy a default with the Works or with the common property affected by the Works, THEN the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

49. SPECIAL BY-LAW NO. 27: renovations to Lot 157

Dated 25 October 2018

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

“**Lot**” means lot 157.

“**Owners**” means the current and future owners of the lot.

“**Works**” means the alterations and additions (including all ancillary structures) undertaken by the Owner identified in the plans and specifications which form Exhibits to the Minutes of Meeting (Attachment 4) at which this by-law is made.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS Subject to the conditions in paragraph C and sections 108, 109 and 110 of the *Strata Schemes Management Act 2015* of this by-law, the Owners will have:

- a) a special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and
- b) the exclusive use of those parts of the common property; and
- c) the exclusive use of those parts of the common property occupied by the Works.

C. CONDITIONS

Maintenance

- i) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- iii) Before commencing the Works, the Owners must submit to the Owners Corporation for its approval the following documents relating to the Works:
 - a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and
 - d) any other document reasonably required by the Owners Corporation.
- iv) After completing the Works, the Owners must deliver to the Owners Corporation, for its approval, the following documents relating to the Works:
 - a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Works and the building; and
 - b) any other document reasonably required by the Owners Corporation.

Approvals

- v) Before commencing the Works, the Owners must obtain approval for the performance of the Works from:
 - a) Owners Corporation;
 - b) the engineer nominated by the Owners Corporation;
 - c) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - d) any other relevant statutory authority whose requirements apply to the Works.
- vi) For the purposes of paragraph v(a) and with respect to Minor renovations, the Owners Corporation has delegated its functions under section 110 *Strata Schemes Management Act* 2015 to the Strata Committee.

Insurance

- vii) Before commencing the Works, the Owners must effect the following insurances in the joint names of the Owner and the Owners Corporation:
 - a) contractors all works insurance;
 - b) insurance required under the Home Building Act 1989;
 - c) workers compensation insurance; and

- d) public liability insurance in the amount of \$10,000,000.

Performance of Works

viii) In performing the Works, the Owners must:

- a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- b) protect all areas of the strata scheme outside their lot from damage by the Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the Owners Corporation;
- c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the Owners Corporation;
- e) not create undue noise that cause discomfort, disturbance or interference with activities or any other occupier of the building;
- f) immediately remove all debris resulting from the Works from the building; and
- g) comply with the requirements of any applicable by-laws; any conditions imposed by the Owners Corporation when granting approval to perform the Works and any relevant statutory authority concerning the performance of the Works.

Liability

ix) The Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

x) The Owners 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 Works on the common property including liability under section 122(6) in respect of any property of the Owners.

Cost of Works

xi) The Works must be undertaken at the cost of the Owner.

Costs of By-Law, Approvals and Certification

xii) The Owners will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

xiii) The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

xiv) In performing the Works the Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners' servants, agents and contractors.

Owners Fixtures

xv) The Works shall remain the Owner's fixtures but may not be removed if such removal would cause damage or alteration to common property.

Bond

xvi) Before commencing the Works, the Owners must pay to the Owners Corporation an amount as security bond which shall be determined by the Owners Corporation having regard to the value and extent and the nature of the Works to be executed:

- a) to be held by the Owners Corporation as a security bond during the Works; and
- b) to be applied by the Owners Corporation towards the cost of rectifying any damage to the common property by the Owner or by any breach of the conditions of this by-law;
- c) an amount to a maximum of 80% of the deposited bond be refunded to the Owner (or if any other part is applied pursuant to this by-law, then only as to the balance) after compliance with the conditions of this by law; and
- d) 20% of the deposited bond will be retained by the Owners Corporation as payment for the cost of increased wear and tear of the lifts and common property, administration, cleaning of the car parks and costs of inspections associated with the Works carried out by an Owner.

Right to Remedy Default

xvii) If the Owners fail to comply with any obligation under this by-law or any obligation to remedy a default with the Works or with the common property affected by the Works, THEN the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

50. SPECIAL BY-LAW NO. 28: Renovations to Common Property (Pool Area)

Effective Date 24/10/2019

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

“**Owners**” means the Owners Corporation SP No. 38936.

“**Works**” means the alterations and additions (including all ancillary structures) undertaken by the Owner Corporation identified in the plans and specifications which form attachment to the AGM 24 Oct 2019 (Attachment 8) at which this by-law is made, specifically the installation of a heat pump pool heater, installation of a heat pump SPA heater and necessary modifications to the building to allow for that installation.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. CONDITIONS

Maintenance

iii) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.

iv) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

v) Before commencing the Works, the Owners Corporation must submit following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) structural diagrams; and
- d) any other document reasonably required by the Owners Corporation.

vi) After completing the Works, the Owners Corporation must deliver the following documents relating to the Works:

- a) certification by an engineer as to the structural integrity of the Works and the building; and
- b) any other document reasonably required by the Owners Corporation.

Approvals

vii) Before commencing the Works, the Strata Committee will minute its intension to start as a Strata Committee meeting.

Insurance

viii) Insurance is covered by the current Owners Corporation insurance policy.

Performance of Works

ix) In performing the Works, the Owners Corporation must:

- a) transport all construction materials, equipment, debris and other material, in a reasonable manner;
- b) protect all areas of the strata scheme from damage by the Works or by the transportation of construction materials, equipment and debris, in a reasonable manner;
- c) keep all areas of the building clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the Owners Corporation;
- e) not create undue noise that cause discomfort, disturbance or interference with activities or any other occupier of the building;
- f) immediately remove all debris resulting from the Works from the building; and
- g) comply with the requirements of any applicable by-laws; any conditions imposed by the Owners Corporation to perform the Works and any relevant statutory authority concerning the performance of the Works.

Liability

x) The Owners Corporation will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Cost of Works

xi) The Works must be undertaken at the cost of the Owners Corporation.

Costs of By-Law, Approvals and Certification

xii) The Owners Corporation will be responsible for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs).

Licensed Contractor

xiii) The Works shall be done:

- a) in a proper and workmanlike manner and with licensed builders according to the Home Building Act 1989; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

xiv) In performing the Works the Owners Corporation must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners Corporation servants, agents and contractors.

Pool Area Works

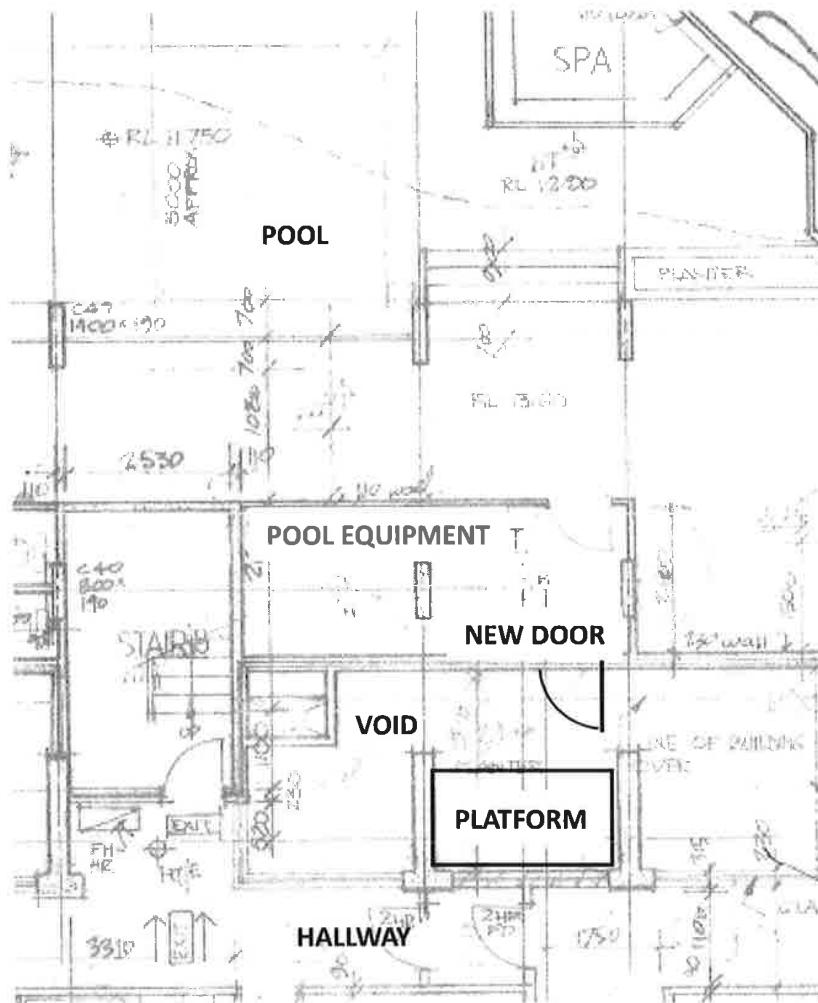
The strata committee plans to replace our current and highly inefficient pool and spa heaters with modern efficient heat pump heaters. To facilitate the installation of these new heaters, the following work is required as outlined in the following sketch:

1. Add a new door to the rear of the existing pool room.
2. Provide a platform in the void adjacent to the Level 4 airlock, to raise the heaters off

floor level to increase efficiency.

The committee seeks formal approval from the owners corporation to complete this work, including the registration the necessary by-law.

Costs are contained in the current 2019/20 Capital works plan budget and are part of the Smart Green Apartments savings. Costs of the actual heaters self-funded with a payback in about a year. We have also applied for the grant to fund the heaters, which is expected to be \$6,500.



51. SPECIAL BY-LAW NO. 29: Renovations to Common Property (Nth Wing Storage)

Effective Date 24/10/2019

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

“Owners” means the Owners Corporation SP No. 38936.

“**Works**” means the alterations and additions (including all ancillary structures) undertaken by the Owner Corporation identified in the plans and specifications which form attachment to the AGM 24 Oct 2019 (Attachment 9) at which this by-law is made, specifically the conversion of the unused upper McElhone Stair entry into a storage space.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. CONDITIONS

Maintenance

iii) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.

iv) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

v) Before commencing the Works, the Owners Corporation must submit following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) structural diagrams; and
- d) any other document reasonably required by the Owners Corporation.

vi) After completing the Works, the Owners Corporation must deliver the following documents relating to the Works:

- a) certification by an engineer as to the structural integrity of the Works and the building; and
- b) any other document reasonably required by the Owners Corporation.

Approvals

vii) Before commencing the Works, the Strata Committee will minute its intension to start as a Strata Committee meeting.

Insurance

viii) Insurance is covered by the current Owners Corporation insurance policy.

Performance of Works

ix) In performing the Works, the Owners Corporation must:

- a) transport all construction materials, equipment, debris and other material, in a reasonable manner;
- b) protect all areas of the strata scheme from damage by the Works or by the transportation of construction materials, equipment and debris, in a reasonable manner;

- c) keep all areas of the building clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the Owners Corporation;
- e) not create undue noise that cause discomfort, disturbance or interference with activities or any other occupier of the building;
- f) immediately remove all debris resulting from the Works from the building; and
- g) comply with the requirements of any applicable by-laws; any conditions imposed by the Owners Corporation to perform the Works and any relevant statutory authority concerning the performance of the Works.

Liability

x) The Owners Corporation will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Cost of Works

xi) The Works must be undertaken at the cost of the Owners Corporation.

Costs of By-Law, Approvals and Certification

xii) The Owners Corporation will be responsible for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs).

Licensed Contractor

xiii) The Works shall be done:

- a) in a proper and workmanlike manner and with licensed builders according to the Home Building Act 1989; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

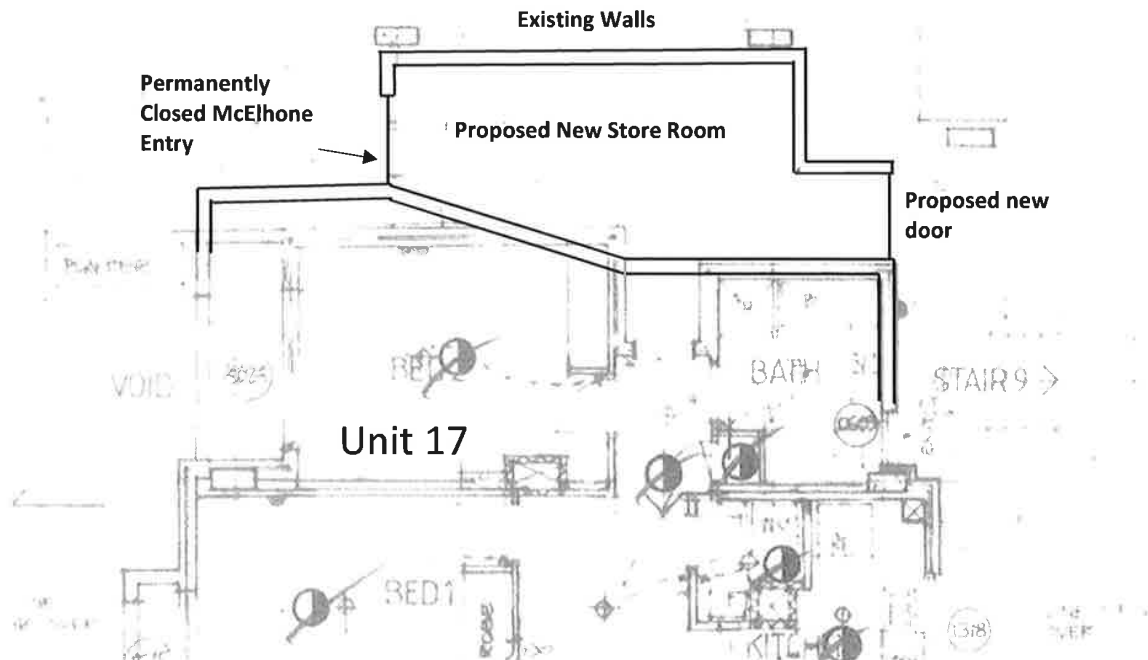
xiv) In performing the Works the Owners Corporation must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners Corporation servants, agents and contractors.

5th Floor North Wing Storage Works

The strata committee plans to add a new storage area by the unused upper McElhone stair entry.

The upper (5th floor north wing) McElhone stair entry has been closed for many years due to potential security issues. This leaves the hallway adjacent to Unit 17 with no purpose. By simply installing a new door to that hallway, we can make additional storage available.

The committee seeks formal approval from the owners corporation to complete this work, including the registration the necessary by-law.



52. SPECIAL BY-LAW NO. 30: Renovations to Common Property – 8th floor car park storage and utility room

Effective Date 24/10/2019

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

“Owners” means the Owners Corporation SP No. 38936.

“Works” means the alterations and additions (including all ancillary structures) undertaken by the Owner Corporation identified in the plans and specifications which form attachment to the AGM 24 Oct 2019 (Attachment 10) at which this by-law is made, specifically for the conversion of the unused space under reception and adjacent to the 8th floor car park into a storage and utility room.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. CONDITIONS

Maintenance

iii) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.

iv) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

v) Before commencing the Works, the Owners Corporation must submit following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) structural diagrams; and
- d) any other document reasonably required by the Owners Corporation.

vi) After completing the Works, the Owners Corporation must deliver the following documents relating to the Works:

- a) certification by an engineer as to the structural integrity of the Works and the building; and
- b) any other document reasonably required by the Owners Corporation.

Approvals

vii) Before commencing the Works, the Strata Committee will minute its intension to start as a Strata Committee meeting.

Insurance

viii) Insurance is covered by the current Owners Corporation insurance policy.

Performance of Works

ix) In performing the Works, the Owners Corporation must:

- a) transport all construction materials, equipment, debris and other material, in a reasonable manner;
- b) protect all areas of the strata scheme from damage by the Works or by the transportation of construction materials, equipment and debris, in a reasonable manner;
- c) keep all areas of the building clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the Owners Corporation;
- e) not create undue noise that cause discomfort, disturbance or interference with activities or any other occupier of the building;
- f) immediately remove all debris resulting from the Works from the building; and
- g) comply with the requirements of any applicable by-laws; any conditions imposed by the Owners Corporation to perform the Works and any relevant statutory authority concerning the performance of the Works.

Liability

x) The Owners Corporation will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Cost of Works

xi) The Works must be undertaken at the cost of the Owners Corporation.

Costs of By-Law, Approvals and Certification

xii) The Owners Corporation will be responsible for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs).

Licensed Contractor

xiii) The Works shall be done:

- a) in a proper and workmanlike manner and with licenced builders according to the Home Building Act 1989 ; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

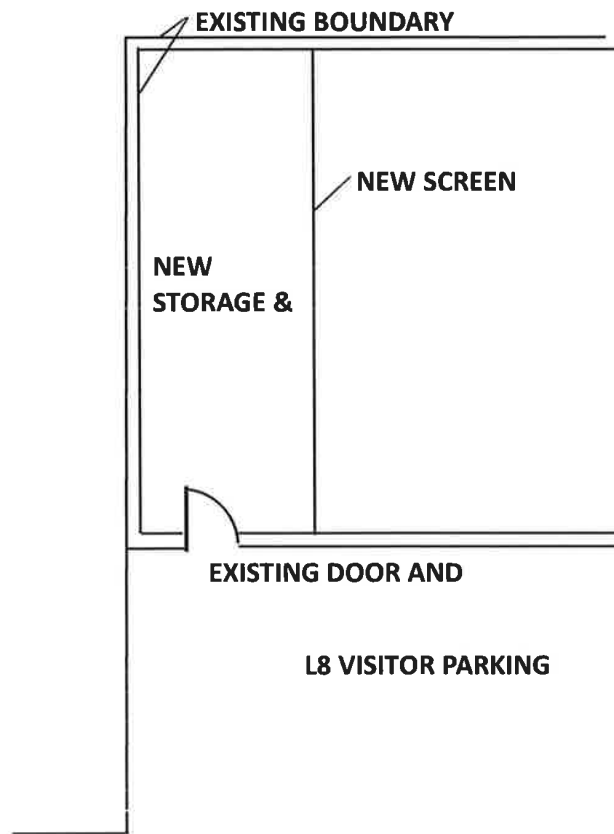
xiv) In performing the Works the Owners Corporation must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners Corporation servants, agents and contractors.

8th floor car park storage and utility room

The owners corporation plans to add a new storage area and utility by cleaning up the rubbish from and providing a new floor to the unused under croft area under reception, This area is accessed by an existing door from the 8th floor garage area,

Approval and funding have previously been provided.

The committee seeks formal approval from the owners corporation to complete this work, including the registration the necessary by-law.



53. SPECIAL BY-LAW NO. 31: Renovations to Lot 79 (repealed on 28 May 2020)

54. SPECIAL BY-LAW NO. 32: Renovations, including changes to Common Property

DEFINITIONS

Apartment means so much of a lot in Strata Plan No. 38936, including any subdivision of that lot, that is designed as, or capable of being occupied as, a dwelling and is included in the Register annexed to this by-law (**Register**) or in an updated copy of the Register maintained by the owners corporation.

Consent Form means the form attached to this by-law used to express a particular owner's consent to this by-law and all the conditions contained in it.

Renovations means the alterations and additions to an Apartment and so much of the common property as is necessary to renovate the Apartment in accordance with:

- (a) the approved Scope of Works;
- (b) all other by-laws (insofar as they apply); and
- (c) this by-law,

but does not include any alterations or additions to common property designed to facilitate the amalgamation of two or more lots.

Scope of Works means an owner's detailed and accurate plans, drawings, diagrams and description of all the proposed alterations and additions to the owner's Apartment.

Any term used in this by-law that appears in *the Strata Schemes Management Act 2015* (NSW) (**Act**) will have the same meaning as in the Act.

The singular includes the plural and vice versa.

Any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

1. Owners are granted a special privilege to carry out Renovations and a licence to use the common property immediately affected by their Renovations on the conditions of this by-law.

CONDITIONS

2. Notwithstanding any other condition in this by-law, the special privileges and licences granted by this by-law are not effective until the relevant owner executes a Consent Form and delivers it to the owners corporation.
3. Before undertaking any Renovations, the relevant owner must
 - (a) submit a Scope of Works to the strata committee;
 - (b) obtain the strata committee's approval to the Scope of Works; such approval being given
 - (i) in its discretion acting reasonably;
 - (ii) with or without requiring modification to the Scope of Works; and
 - (iii) subject to additional conditions (including payment of a suitable bond).
4. At least 14 days before any Renovations commence, the relevant owner must at the owner's cost provide to the strata committee:
 - (a) evidence of local council and all other relevant statutory authorities' approval for the Scope of Works, if applicable;
 - (b) specifications of an engineer approved by the strata committee (if the strata committee considers this necessary) and any other relevant documentation in relation to the Scope of Works; and

- (c) evidence of contractors' all works insurance, workers compensation insurance and public liability insurance in an amount of not less than \$20 million effective throughout the period Renovations will be carried out.
5. When carrying out Renovations, the relevant owner must:
- (a) continuously comply with
 - (i) any conditions imposed by the authorities referred to in paragraph 4(a) above in relation to the Renovations;
 - (ii) the reasonable directions of the strata committee or the building manager as to permissible hours of work, movement of building materials on the parcel and the disposal of debris;
 - (b) ensure the Renovations are carried out in a proper and workmanlike manner by suitably licensed and reputable tradespersons;
 - (c) on completion of the work comprising the Renovations and on request from the strata committee, produce written certification from a qualified engineer approved by the strata committee that the Renovations:
 - (i) meet relevant Australian engineering, building and acoustic standards for such works (where applicable); and
 - (ii) do not compromise the structural integrity or operation of the building.
6. At all times the relevant owner must:
- (a) at the owner's cost, properly maintain and keep the Renovations in a state of good and serviceable repair and replace the Renovations or any part of them as the strata committee may reasonably require from time to time;
 - (b) accept liability for any damage caused to the common property or any lot as a result of the exercise of the rights under this by-law and/or the installation, maintenance or repair of the Renovations, and make good that damage as soon as reasonably practicable after it has occurred;
 - (c) indemnify the owners corporation against any loss or damage the owners corporation reasonably suffers (including reasonable legal costs) as a result of the owner's breach of this by-law. In respect of losses comprising legal costs and disbursements, if a sum cannot be agreed, the owner and the owners corporation must refer the question for expert determination by a person who is a costs assessor on the current statutory list maintained under the *Legal Profession Uniform Law Application Regulation 2015* reg 44(2) (or replacement regulation) and the expert is also to determine by whom and in what amount the costs of the expert determination are to be paid; and
 - (d) comply with any special conditions specified in the Register.

GENERAL

7. Insofar as it may be necessary, the owners corporation specially resolves:
- (a) pursuant to section 106(3) of the Act that:

- (i) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by Renovations;
 - (ii) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme;
- (b) pursuant to section 108 of the Act that:
- (i) owners may add to or alter the common property necessarily affected by their respective Renovations for the purpose of improving or enhancing the common property; and
 - (ii) the relevant owner will be responsible for the ongoing maintenance of such common property.
8. The owners corporation specially resolves to delegate to the strata committee the owners corporation's functions under section 110 of the Act in relation to minor renovations by owners.

REMEDY

9. If an owner fails to comply with any obligation of this by-law, the owners corporation may:
- (a) carry out all work necessary to perform the owner's obligation under this by-law;
 - (b) with the consent of the Owner, which must not be unreasonably withheld, and upon reasonable written notice, enter onto any part of the Owner's lot to carry out that work;
 - (c) recover the costs of carrying out that work from the relevant owner as a contribution recoverable under section 86(2A) of the Act; and
 - (d) include reference to that debt on levy notices and any other levy report or information.

STRATA PLAN No. 38936

REGISTER

APPROVAL OF RENOVATIONS ACCORDING TO SPECIAL BY-LAW No.

32

Lot	Unit	Approval Date: Strata Committee / Owners Corp	Summary of Renovations:	Special Conditions (if any)
1	1	02-11-2020	Bathroom, ensuite, laundry. New doors bed 1,2,3, living, dining. Remove wall. Awning. Garden.	
2	2	20-12-2015	Kitchen, Bathroom, Ensuite, Floors, Air Con.	

3	3	26-07-2006	Kitchen, Bathroom, Ensuite, Windows, Floors, A/C	
5	5	10-07-2013	Kitchen, Bathroom	
7	7	15-06-2005	Kitchen, Bathroom, Glass Balustrade, Sliding doors, Floors	
7	7	02-09-2014	Kitchen, Ensuite, Bathroom, Doors and Windows	
8	8	18-01-2012	Kitchen, Bathroom	
9	9	08-07-2009	Kitchen, Ensuite, Bathroom, Laundry, Move Walls	
13	13	10-07-2013	Ensuite	
14	14	27-09-2006	Kitchen, Bathroom, Ensuite, Laundry	
17	17	13-03-2013	Bathroom	
19	19	15-12-2010	Bathroom, Floors, Windows,	
20	20	25-04-2015	Kitchen, Ensuite, Bathroom	
20	20	08-02-2023	Remove nonbearing kitchen & laundry walls. Install new glass balcony door. Replace balcony door with fixed glassed window.	
21	21	17-06-2020	Kitchen, Bathroom, Ensuite, Move walls, Floors	
25	25	01-06-2008	Ensuite, Laundry	
26	26	12-10-2011	Move Wall	
26	26	02-10-2013	Ensuite	
27	27	21-08-2013	Bathroom	
28	28	10-12-2016	Full Renovation, Doors and Windows, Move Walls.	Special by-law 21, June 2017
29	29	20-08-2008	Bathroom	
42	42	12-10-2015	Bathroom	
44	44	16-11-2022	Glass balcony, tile waterproof balcony	
46	46	27-05-2014	Kitchen, Bathroom, Floors	
48	48	30-03-2005	Kitchen, Bathroom, Ensuite, Glass Balustrade, Sliding doors, Timber floors	
50	50	10-07-2013	Kitchen, Bathroom	

52	52	19-10-2008	Kitchen, Ensuite, Bathroom, Floors Air Con	
54	54	24-08-2011	Kitchen, Bathroom, Air Con	
58	58	02-09-2014	Kitchen, Ensuite, Bathroom, Laundry, Tile Balcony	
61	61	15-06-2005	Kitchen, Bathroom, Ensuite, Sliding doors, move walls, glass balcony, enclose balcony	
67	67	13-03-2013	Kitchen, Ensuite, Bathroom, Laundry, Floors, Move walls	
68	68	15-01-2014	Kitchen, Ensuite, Bathroom, Laundry	
72	72	21-01-2017	Ensuite, Bathroom, Laundry, Move walls.	Special by-law 20, June 2017
77	77	15-04-2006	Kitchen, Bathroom, Laundry, Floors, Move walls	
77	77	19-10-2008	Bathroom	
79	79	12-10-2011	Kitchen, Bathroom. Laundry to toilet, Move walls	
79	79	28-08-2019	Glass balcony, Move Walls, Sliding Doors, Air Con	Special by-law 31, Oct 2019
80	80	18-09-2018	Kitchen, Bathroom, Laundry. Floors	Special by-law 25, Oct 2018
81	81	30-03-2005	Kitchen, Bathroom, Ensuite, Glass Balustrade, Sliding doors	
81	81	08-07-2009	Bathroom	
83	83	04-04-2007	Floors, Sliding doors, Change Windows, Move Walls	Special by-law 26, Oct 2018
84	84	15-06-2005	Ensuite, Bathroom	
87	87	12-08-2015	Reinstate balcony. Level 10 bedroom. Glass balcony	Special By-Law 10 29 Nov 2014
91	91	26-07-2006	Kitchen, Bathroom, Laundry, Floors, Move Intercom, Move Walls	
100	100	02-10-2013	Kitchen, Bathroom, Ensuite	
103	103	24-08-2011	Ensuite, Bathroom.	
104	104	18-01-2012	Bathroom, Laundry	

106	106	17-09-2008	Kitchen, Bathroom, retile Balcony	
107	107	15-01-2014	Kitchen, Ensuite, Bathroom, Laundry	
109	109	16-04-2014	Kitchen, Bathroom, Doors and Windows, Move Walls.	
112	112	17-02-2010	Kitchen, bathroom, Laundry, Air Con, Move walls	
117	117	12-04-2006	Kitchen, Bathroom, Laundry, Floors	
119	119	29-02-2020	Kitchen, Bathroom, Ensuite, Laundry, Floors, Glass balustrade, Retile balcony	
119	119	20-06-2023	Kitchen, Bathroom, Ensuite, Laundry, Floors, Air conditioner - resubmitted	
121	121	07-09-2017	Bathroom, Ensuite, retile balconies	Special by-law 22, Oct 2017
123	123	15-06-2005	Kitchen, Bathroom, Ensuite, Glass Balustrade, Sliding doors, Move walls.	
123	123	15-08-2012	Bathroom, Move walls - change back to 2 Bedrooms	
133	133	12-04-2006	Kitchen, Ensuite, Bathroom, Laundry, Floors, Glass Balustrade, Sliding doors, Windows, Move Walls	
135	135	27-05-2014	Kitchen, Bathroom, Laundry	
136	136	15-10-2014	Kitchen, Bathroom	
137	137	07-12-2005	Ensuite	
137	137	10-12-2016	Full renovation.	
181	139	01-06-2008	Glass Balcony, sliding doors, Move walls	
181	139	02-12-2009	Ensuite, Bathroom, Laundry, Move Walls	
141	141	10-07-2013	Glass Balustrade, Sliding Doors, Move Walls	
141	141	29-02-2020	Glass balcony, Move Walls, Sliding Doors, Windows, Floors	
142	142	10-07-2013	Glass Balustrade, Sliding Doors, Move Walls	
142	142	13-09-2016	Full renovation, Glass Balcony, Doors and Windows, Move walls.	
144	144	15-10-2014	Kitchen Bathroom Laundry	

146	146	01-06-2015	Kitchen, Bathroom, Floors, Move walls	
150	150	21-01-2013	Kitchen, Ensuite, Bathroom, Laundry, Floors	
150	150	03-11-2020	Glass balustrade x 2, retile balconies, replace balcony doors lounge & bed 1, move doors	
154	154	15-05-2013	Full renovation, move walls	
155	155	02-12-2009	Full renovation	
157	157	18-09-2018	Kitchen, Bathroom, Retile balcony	Special by-law 27, Oct 2018
157	157	07-03-2019	Remove wall	
158	158	14-10-2009	Kitchen, Bathroom, Laundry, Sliding Doors, Move Walls	
160	160	27-02-2008	Kitchen, Bathroom, Floors, Air Con	
162	162	12-10-2011	Bathroom	
180	163	20-12-2006	Full Renovation and subdivision	Special by-law 8, Nov 2008
164	164	01-06-2008	Floors, Move Walls	
165	165	15-12-2010	Bathroom	
178	166	13-07-2011	Kitchen, Ensuite, Bathroom, Laundry, Floors, Move walls	
179	167	17-06-2020	Install timber flooring,	
179	167	07-09-2020	Removal of non-load-bearing wall & repositioning of intercom handset	
168	168	22-12-2015	Full renovation	Special by-law 16, May 2016
168	168	07-09-2020	Cosmetic works and replacement of entry fire door	
169	169	10-12-2016	Glass Balcony, Doors and Windows.	Special by-law 19, June 2017
172	172	28-06-2021	Kitchen, bathroom, laundry, carpet and floorboards A/C remove walls	
174	174	06-05-2009	Kitchen, Ensuite, Bathroom, Laundry, Move Walls	
176	176	06-06-2007	Kitchen, Bathroom, Laundry	

176	176	06-06-2007	Kitchen, Bathroom, Laundry	
177	177	19-09-2012	Kitchen, Move Wall	
177	177	15-01-2014	Bathroom.	

Consent Form – Strata Plan No. 38936

Owners Consent to special privilege by-law and special privilege and licence to use, add to or alter the common property as set out in Special By-law 32.

To: The Secretary
The Owners Corporation Strata Plan No. 38936

And: NSW Land Registry Services
Level 30, 175 Liverpool Street
SYDNEY NSW 2000

I, [Owner's Name], being the registered owner of Lot XXX in Strata Plan No.38936 hereby consent to this special by-law granting me rights or special privilege and a licence to use, add to or alter the immediately affected common property, such by-law having been passed by special resolution of the owners corporation on 12 November 2020

Dated this day of MMM YYYY

..... [Owner's Name]

IF SPECIAL BYLAW WAS ALREADY HELD USE THIS PHRASE:

I, [Owner's Name], being the registered owners of Lot XXX in Strata Plan No.38936 hereby consent to this special by-law repealing special by-law XX and granting me rights or special privilege and a licence to use, add to or alter the immediately affected common property, such by-law having been passed by special resolution of the owners corporation on 12 November 2020

Dated this ... day of MMM YYYY

..... [Owner's Name]

55. SPECIAL BY-LAW NO. 33: EV - (Electric Vehicle) Charging

DEFINITIONS

EV Charging Infrastructure means the connection from the main distribution board to a sub-board, distribution box or any other device the owners corporation has installed to facilitate the connection of EV Charging Devices to the common property electricity supply of the building. That infrastructure may include various control mechanisms to control when electricity is supplied to EV Charging Devices and to facilitate billing of electricity usage to

individual residents. EV Charging Infrastructure may also include cable trays and/or ducting or any other cable management infrastructure that facilitates connection of an EV Charging Device to the EV Charging Infrastructure. EV Charging Infrastructure is common property and is owned by the owners corporation.

EV Charging Device means a device used to connect the EV Charging Infrastructure to an EV for the purpose of charging the EV. The EV Charging Device is owned and supplied by the EV Owner.

Consent Form means the form attached to this by-law used to express a particular lot owner's consent to this by-law and all the conditions contained in it.

Connection means the alterations and additions to common property and/or a lot space required to enable an EV Charging Device to be connected to the EV Charging Infrastructure, carried out in accordance with:

- (d) a Scope of Works that has been approved under clause 3(b) of this by-law;
- (e) all other by-laws of the scheme (insofar as they apply); and
- (f) this by-law.

Scope of Works means:

- (a) a detailed description of any works required to be undertaken by the owners corporation to install or modify EV Charging Infrastructure; and
- (b) a detailed description of the works proposed to be undertaken by the lot owner in order to connect the EV Charging Infrastructure to an EV Charging device,

a summary of which is included in the EV Connection Register annexed to this by-law (**EV Connection Register**).

Connection Fee means a fee determined by the owners corporation from time to time as a reasonable contribution by a lot owner to the costs of installation and maintenance of the EV Charging Infrastructure and a right to use that infrastructure.

Usage Fee means a fee determined by the owners corporation from time to time as a reasonable contribution to the cost of electricity used in charging an EV.

A term used in this by-law that appears in *the Strata Schemes Management Act 2015* (NSW) (**Act**) has the same meaning as in that Act.

The singular includes the plural and vice versa.

Any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

1. Owners are granted a special privilege to install a Connection and a licence to use the common property immediately affected by their Connection on the conditions of this by-law.

CONDITIONS

2. Notwithstanding any other condition in this by-law, the special privileges and licences granted by this by-law are not effective until the relevant lot owner executes a Consent Form and delivers it to the owners corporation.
3. Before installing a Connection, the relevant lot owner must:
 - (a) submit a Scope of Works to the strata committee;
 - (b) obtain the strata committee's approval to the Scope of Works, such approval being given:
 - (i) in its discretion acting reasonably;
 - (ii) with or without requiring modification to the Scope of Works; and
 - (iii) subject to additional conditions (including payment of any Connection Fees or Usage Fees).
4. At least 14 days before commencing the installation of a Connection, the relevant lot owner must at the owner's cost provide to the strata committee:
 - (a) details of the licensed electrical contractor proposed to be used to perform the works (subject to approval by the strata committee, which the strata committee may in its discretion reasonably withhold), and any other relevant documentation requested by the strata committee in relation to the Scope of Works; and
 - (b) evidence of the proposed electrical contractor's all works insurance, workers compensation insurance and public liability insurance in an amount of not less than \$20 million effective throughout the period the work will be carried out.
5. When installing a Connection, the relevant lot owner must:
 - (a) continuously comply with the reasonable directions of the strata committee and the building manager as to permissible hours of work, movement of building materials on the parcel and the disposal of debris;
 - (d) ensure the Connection is installed in a proper and workmanlike manner by a suitably licensed and reputable electrical contractor that has been approved by the strata committee; and
 - (e) on completion of the work installing the Connection, provide written certification from the electrical contractor that the Connection:
 - (i) meets the relevant Australian electrical standards; and
 - (ii) does not compromise the structural integrity or safety of the building.
6. At all times, the relevant lot owner:

- (e) must, at the owner's cost, properly maintain and keep the Connection in a state of good and serviceable repair and replace the Connection or any part of it as the strata committee may reasonably require from time to time;
 - (f) is liable for any damage caused to the common property or any lot as a result of the exercise of the rights under this by-law and/or the installation, maintenance or repair of the Connection, and make good that damage as soon as reasonably practicable after it has occurred;
 - (g) must indemnify the owners corporation against any loss or damage the owners corporation reasonably suffers (including legal costs) as a result of the installation, maintenance or repair of the Connection and activities associated with them and pay those costs to the owners corporation on demand; and
 - (h) comply with any special conditions specified in the EV Connection Register.
7. The relevant lot owner must pay the Connection Fee and the Usage Fee on demand by the owners corporation. If not paid at the end of one month after the date on which it is due, any unpaid amount will bear simple interest at the same rate as unpaid contributions under the Act until paid and the interest will form part of that debt. The owner agrees that the owners corporation may record any amount owed under this by-law on the ledger for their lot as a contribution due and payable under the Act.

GENERAL

8. Insofar as it may be necessary, the owners corporation specially resolves:
- (c) pursuant to section 106(3) of the Act that:
 - (i) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the Connection;
 - (ii) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme;
 - (d) pursuant to section 108 of the Act that:
 - (i) owners may add to or alter the common property necessarily affected by their respective Connection for the purpose of improving or enhancing the common property; and
 - (ii) the relevant owner will be responsible for the ongoing maintenance of such common property.

REMEDY

9. If an owner fails to comply with any obligation under this by-law, including any condition imposed under clause 3(b)(iii) or to make any payment required by clause 7, the owners corporation may:
- (a) disconnect the relevant EV Charging Device from the EV Charging Infrastructure;
 - (b) carry out all work necessary to perform the owner's obligation under this by-law;

- (c) upon reasonable written notice, enter onto any part of the owner's lot to carry out that work;
- (d) recover the costs of carrying out that work from the relevant owner as a contribution recoverable under section 86(2A) of the Act; and
- (e) include reference to that debt on levy notices and any other levy report or information.

STRATA PLAN No. 38936

REGISTER

**APPROVAL OF ELECTRIC VEHICLE CONNECTIONS ACCORDING TO
SPECIAL BY-LAW No. 33**

Lot	Unit	Approval Date: Strata Committee / Owners Corp	Summary of Electric Vehicle Connection:	Special Conditions (if any)
183	34	16-11-2022	EV connection to garage space lot 181/Unit 34 Level 7	
110	110	10-12-2020	EV connection to garage space lot 110 Level 1	
116	116	20-06-2023	EV connection to garage space lot 116 Level 1	
119	119	26-09-2023	EV connection to garage space lot 119 Level 1	

STRATA PLAN No. 38936

EV CHARGING REGISTER

APPROVAL OF RENOVATIONS ACCORDING TO SPECIAL BY-LAW No. 33

Lot	Apartment	Approval Date strata committee / Owners Corp	Summary of Connection	Special Conditions (if any)
[insert lot number]	[insert apartment number]	[insert date]	Connection from Lot [insert lot number] Garage to EV Charging Infrastructure installed on Level [inset level number].	The owner will pay an annual connection fee of \$600.00, paid quarterly in advance and \$0.09c per KWH usage fee. Electricity for EV charging will only be provided during the hours of 11.00 pm to 7.00am [or times determined by the electrical adviser].

Consent Form – Strata Plan No. 38936

Owners Consent to repeal of special privilege by-law and special privilege and licence to use, add to or alter the common property

To: The Secretary
The Owners - Strata Plan No. 38936

And: NSW Land Registry Services
1 Prince Albert Rd Queens Square
SYDNEY NSW 2000

I, [name of owner], being the registered owner of Lot [insert lot number] in Strata Plan No.38936 hereby consent to this special by-law granting me rights or special privilege and a licence to use, add to or alter the immediately affected common property, such by-law having been passed by special resolution of the owners corporation on 12 November 2020.

Dated this [insert consent date]

..... Signature [insert name of owner]



