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Lodger Details

Lodger Code	503902B
Name	BUILDING BYLAWS
Address	PO BOX 8274 BAULKHAM HILLS 2153
Lodger Box	1W
Email	SERVICES@BYLAWSASSIST.COM.AU
Reference	BLA/7098

Land Registry Document Identification

AW388374

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP72411	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP72411

Other legal entity

Meeting Date

31/07/2026

Added by-law No.	
Details	N/A
Repealed by-law No.	
Details	N/A
Amended by-law No.	
Details	By-Law No.5

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP72411
Signer Name	SIMONE KASAD
Signer Organisation	SIMONE KASAD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	19/08/2026

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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/SP72411

(B) **LODGED BY**

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
1W	Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/7098	CH

(C) The Owner-Strata Plan No. 72411 certify that a special resolution was passed on 31/7/2026

(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. _____
Added by-law No. _____
Amended by-law No. 5
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 72411 which includes new Amended By-Law No.5 starting from Page 2 of 27 respectively.

(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 1 .

(G) The seal of The Owners-Strata Plan No. 72411 was affixed on 7/8/2026 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 : Christal Pearce
Authority : Strata Managing Agent

Signature :
Name :
Authority :

Electronic signature of me, Christal Pearce, affixed at my direction on 7/8/2026 at 9.44 am.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 72411

1 Vehicles

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

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation—

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must—

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

4 Obstruction of common property

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

5 Keeping of Animals

Permitted Animals

(1) Subject to the conditions in this by-law, an owner or occupier may keep on their lot the following animals without approval from the Owners Corporation:
   (i) guide dogs;
   (ii) assistance animals;
   (iii) up to 10 fish in a secure and watertight tank;
   (iv) up to 2 birds in a cage or cages (not being poultry).

(2) An owner or occupier of a lot must notify the Owners Corporation that an animal(s) as set out in **clause (1)** is staying on the lot.

(3) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

Permitted Animals with Consent of Owners Corporation

(4) An owner or occupier may keep an animal on a lot or the common property (other than a Permitted Animal set out in **clause (1)**) with the written approval of the strata committee of the Owners Corporation as set out in this by-law.

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(5) However, an owner or occupier of a lot may keep any animal on the lot which the owner or occupier was keeping on that lot before notice was given of this resolution, but –
   (a) the owner or occupier of the lot may not keep any further animals other than those which were kept on the lot prior to notice of this resolution unless approval is given under this by-law, and
   (b) should the animal or animals kept prior to the date of this resolution die, be disposed of or for any other reason no longer be kept on the lot, the owner or occupier of the lot may not keep any other animals in substitution for those animals on the lot or common property unless approval is given under this by-law.

(6) The lot owner or occupier must not allow any pet belonging to a visitor or invitee residing on the lot, to enter and / or reside on the lot or common property, unless it is a guide dog or assistant animal.

(7) The lot owner is responsible to ensure that the provisions in respect of "Dealing with the Animal" outlined in this By-law are adhered to for any animal kept on the lot prior to the registration of this by-law.

Conditions

Approval Process

(8) The owner or occupier upon making a written request for approval to keep an animal on their lot, consents to terms and conditions imposed under this by-law.

(9) An owner must complete the **Pet Application Form** and **Pet Keeping Agreement** annexed to this By-law and submit that Application to the managing agent or secretary of the strata committee before bringing an animal into the scheme.

(10) If the applicant is a tenant, written proof of the owner's willingness to allow an animal in the lot must be included with the **Pet Application Form** and **Pet Keeping Agreement.**

(11) The **Pet Application Form** and **Pet Keeping Agreement** for approval must include:
   (i) for all pets:
      (a) its species;
      (b) its breed;
      (c) emergency contact details;
   (ii) if the pet is a dog or a cat:
      (a) a photograph sufficient to identify it;
      (b) its microchip number;
      (c) evidence it has been registered with the appropriate authority;
      (d) its sex;
      (e) evidence it has been neutered or spayed (must be done by 6months of age); and
      (f) a letter from a vet confirming it is an animal appropriate for strata living.

(12) If the application provided does not include the documents requested in **clause (11)** due to the age of the animal, the application will be assessed, and provisional approval may be given on the condition that the missing documentation is provided at the earliest possible date.

(13) The strata committee of the Owners Corporation must not unreasonably withhold its approval to the keeping of a pet by an owner or occupier and must give an owner or occupier written reasons for any refusal to grant approval.

(14) The strata committee will refuse to grant approval for an animal to be kept in the scheme if:
   (i) If the applicant fails to complete and sign the **Pet Application Form** and **Pet Keeping Agreement**;
   (ii) If the applicant refuses or fails to provide all the information requested in **clause (11)** of this by-law within a reasonable time;
   (iii) If the animal in the application is different to that which the owner is bring into the scheme;
   (iv) the dog or its breed is known to be vicious or aggressive;
   (v) the dog or cat is not registered with the appropriate Authority;
   (vi) the dog is declared dangerous under the Companion Animals Act 1998 (NSW); or

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(vii) the dog is one which the Australian Government prohibits from importation into Australia.

(15) The strata committee must attempt to decide whether or not to give approval to an owner or occupier to keep an animal within one (1) month of receiving such an application.

(16) The strata committee may impose additional conditions at the time of giving approval to keep an animal.

Right to keep

(17) The owner or occupier of a lot is only entitled to keep, if approved by the strata committee of the Owners Corporation, the animal that is mentioned in the specific application to keep that animal on the strata scheme.

(18) The owner or occupier is entitled to keep for the balance of its life, any pet on the pet register, notwithstanding anything else to the contrary in the by-laws.

Dealing with animal

(19) The Owner must:

(i) clean up all excrement or refuse left upon common property by the pet and disinfect the common property area which excrement or refuse was left upon;

(ii) make good, or bear the cost of making good, damage to common property caused by the pet;

(iii) ensure the pet is leashed or carried whilst travelling to and from the lot over the common property;

(iv) ensure the pet is under control or otherwise contained whilst travelling to and from the lot over the common property,

(v) ensure the pet does not cause annoyance, disturbance or nuisance to other owners;

(vi) ensure the pet does not wander onto another owner's lot or onto common property;

(vii) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the lot; and

(viii) ensure the pet's waste is treated and disposed of and, without limiting the generality of this by-law, ensure:

(a) all waste is not disposed of down the internal garbage chute;

(b) all waste from the pet is double-bagged or placed in large, strong bags; and

(c) litter is not to be placed in toilets.

(ix) ensure the animal is not left unattended for more than 24 hours on the lot. If an absence is expected to be longer, the owner should arrange for someone to check in on the animal and care for it as necessary.

Animal on Common Property

(20) The owner of a pet must not allow a pet on the common property, except to take the pet to and from the lot.

(21) When entering or exiting common property with the pet, the owner of the pet must, if the pet is a dog or cat, ensure it is leashed, carried, or contained in a pet carrier.

(22) The owner of the pet will be responsible for any harm or damage caused to the common property, any lot, or any person(s), by the animal.

Dealing with bad behaviour

(23) The strata committee may require the removal of any animal from a lot if the keeping of the animal unreasonably interferes with an occupant's use and enjoyment of their lot and the common property, specifically –

(i) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant.

(ii) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant.

(iii) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant.

(iv) the animal repeatedly causes damage to the common property or another lot.

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(v) the animal endangers the health of another occupant through infection or infestation.

(vi) the animal causes a persistent offensive odour that penetrates another lot or the common property.

(vii) for a cat kept on a lot—the owner of the animal fails to comply with an order that is in force under the *Companion Animals Act 1998*, section 31.

(viii) for a dog kept on a lot—

(a) the owner of the animal fails to comply with an order that is in force under the *Companion Animals Act 1998*, section 32A, or

(b) the animal is declared to be a menacing dog or a dangerous dog under the *Companion Animals Act 1998*, section 34, or

(c) the animal is a restricted dog within the meaning of the *Companion Animals Act 1998*, section 55(1).

(24) Before removal of any Animal, there must be three (3) repeated, verified and significant complaints by neighbours, other lot owners, occupants or employees of the Owners' Corporation regarding the Animal causing a nuisance or hazard to the owner or occupier of another lot or employee of the Owners' Corporation or unreasonably interfering with the use and enjoyment of another lot or of the common property as specified in **clause (23)** above.

(25) The owner of the Animal causing a verified, significant complaint shall be informed after each complaint is received.

(26) Any decision made by the strata committee that an animal must be removed from the scheme must be presented in writing as a notice to the owner and the owner must comply with the notice within fourteen (14) days of receipt.

(27) If the owner believes that the decision is wrongly based, the owner must request mediation with the strata committee to discuss their decision before making any application to the Tribunal in accordance with the Legislation.

(28) If the owner fails to comply with any of the conditions in this by-law, the strata committee may revoke approval and require removal of the animal.

Pet register

(29) The Owners Corporation must establish and keep a pet register recording all relevant information it has received in connection with pets kept on the scheme.

(30) A pet permitted or approved under this by-law must be recorded on the pet register.

Pet Audit

(31) The owner or occupier of a lot, and any invitee of an owner or occupier, must provide an animal's details at the request of the Owners Corporation for enforcement of the by-laws.

(32) The Owners Corporation is empowered from time to time to collect and audit information for use and better management of the strata scheme.

(33) The owner or occupier of a lot must provide any information required by the Owners Corporation as specified in **clauses (31) & (32)** and must notify the Owners Corporation of any change to this information as required.

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Pet Application Form

Strata plan number:	
Address of plan:	
Lot Number:	
Apartment Number:	
Applicant's Name:	
Telephone:	
Email:	
Emergency contact details:	
Owner or Tenant	Owner ☐ Tenant ☐
Lot Owner Written Consent (Tenants only)	Tenants must include a copy of written consent from the lot owner/s. ☐ Copy of Lot Owner/s consent attached
Type of Pet	
Age of Pet:	
Name of Pet:	
Description of Pet:	
Vaccinated:	Yes ☐ No ☐
Micro-chipped:	Yes ☐ No ☐
Micro-chip Number:	
Council Registration Number:	

Note: Applicable to dogs and cats only. Dogs are required by law to be registered with the local council in every Australian State and Territory (other than the Northern Territory where dog registration is required by some councils only). Cats are required by law to be registered with the local council in NSW, Victoria and Queensland (and by some councils in the Northern Territory and Western Australia).

I (insert name of The Applicant)

_____

request the consent of the Owners Corporation to keep the above detailed pet on our property.

Signed: Date: / /

Check List

(Please ensure that you provide all documents listed below with your application)

- ☐ Pet application form (this form)
- ☐ Vaccination (including evidence of being neutered or spayed) information
- ☐ Picture of the animal
- ☐ Council registration certificate
- ☐ Microchip certificate
- ☐ Veterinarian letter to confirm that the animal is suitable to live on the lot

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Pet Keeping Agreement

I/we:

1. Have read and understood the by-law regarding pets.
2. Agree to abide by the by-laws of the Strata Plan.
3. Understand that it is my/our responsibility as pet owner/s to:
    a. monitor the noise from the pet, ensuring they do not unreasonably cause annoyance or disturbance to neighbours on your floor or any our resident in the building
    b. maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot and common property
    c. maintain a high standard of preventative health care e.g. flea and worm treatment
    d. keep the pet under control at all times within the lot or common property
4. Acknowledge that I/we shall be liable for any damage to common property caused by the pet and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage.
5. Accept full responsibility and indemnify the Owners Corporation for any claims by or injuries to third parties or their property caused by, or as a result of, actions by my pet.
6. Acknowledge that the consent of the Owners Corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application process.
7. Acknowledge that in the event of a breach of this agreement the Owners Corporation may withdraw any consent it has given me for the keeping of a pet.
8. Understand that dogs of a prohibited breed or declared dangerous must not be kept or brought onto the lot or common property.

Signed (Pet Owner)

…….
Date:

Owners Corporation Strata Committee Decision:
☐ Approved
☐ Not Approved

Signed (Owners Corporation representative)

…….....

Date..... …….

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

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

8 Children playing on common property 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 car parking area or other area of possible danger or hazard to children.

9 Smoke penetration
Option A
(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 Preservation of fire safety
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.

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

12 Appearance of lot
(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

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13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

(3) As per motion 13 Annual General Meeting 29 October 2019 – all inaccessible windows within the complex will be cleaned three times per year.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(2) In this by-law—

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

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) 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.

(9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

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(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.
waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified
(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
(2) Without limiting clause (1), the following changes of use must be notified—
(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
(b) a change to the use of a lot for short-term or holiday letting.

18 Compliance with planning and other requirements
(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot (as per council regulations - no more than 2 adults per bedroom + children).

19 Provision of amenities or services
(1)The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
(a) security services,
(b) promotional services,
(c) advertising (excluding Lot 6-25),
(d) commercial cleaning,
(e) domestic services,
(f) garbage disposal and recycling services,
(g) electricity, water or gas supply,
(h) telecommunication services (for example, cable television)
(2) If the owners corporation makes a resolution referred to subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

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20. Controls of hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots of the lots and common property of the strata scheme:

(a) that commercial or business activities may be conducted on a lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

21. Moving furniture and other objects on or through common property

(1) 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 executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

Special By-Law 1 Open Space Outdoor Area EGM 10.9.04

(1) The Marina open space outdoor area which is located on the second floor between Lot 6 and Lot 15 forms part of common property.

(2) The area may be accessed during daylight hours only by way of master key which is supplied to all owners at the time of purchase.

(3) Food, alcohol and glass are not permitted in the Marina open space area. This area is not to be used for storage.

(4) All children under the age of 16 must be accompanied by a responsible adult in the open space outdoor area.

(5) Noise must be kept to a minimum and the door must remain closed at all times.

Special By-Law 2 Air Conditioning Housing & Maintenance Area EGM 10.9.04

(1) The Marina Air Conditioning Housing & Maintenance Area, located on the second floor in the area marked foyer on the Strata Plan, forms part of the common property.

(2) The area may be accessed by a qualified tradesperson for the purpose of repairing & maintaining the common property air conditioning units.

(3) Access to Tradespersons is permitted by way of a master key held by the Strata Manager and by authority of the owner's corporation.

(4) The Air Conditioning Housing & Maintenance Area is not to be used for storage.

Special By-Law 3 Common Property Storage Area on Floors 2 & 3 EGM 10.9.04

(1) The owner's corporation may rent the common property storage areas as defined on Annexure 1 to the By Laws for the sum as prescribed in the Valuation at Annexure 2 to these By Laws for a term of 12 months.

(2) A Motion must be included on each years' Annual General Meeting Agenda to consider rent for the common property storage areas and to determine a value to be charged for the rental of these areas for the next 12 months.

(3) The amount collected in rent for the common property storage areas must be paid to the owner's corporation on a monthly basis and is due and payable on the first Monday in each month.

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Special By-Law 4 Common property memorandum adopted AGM 1.11.18
Owners corporation responsibilities for maintenance, repair or replacement

1. **Balcony and courtyards** (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after the registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property

2. **Ceiling/Roof** (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes

3. **Electrical** (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under the Environmental Planning and Assessment Act 1979) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial ,satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems

4. **Entrance door** (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed buy an owner after registration of the strata plan

5. **Floor** (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

6. **General** (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment

7. **Parking/Garage** (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by and owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan

8. **Plumbing** (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground

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

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Lot owner responsibilities for maintenance, repair or replacement.

1. **Balcony & Courtyards** (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot

2. **Ceiling/Roof** (a) false ceilings inside the lot installed by an owner after the registration of the strata plan

3. **Electrical** (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls

4. **Entrance door** (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes

5. **Floor** (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

6. **General** (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot 7. **Parking/Garage** (a) garage door remote controller

Special By-Law 6 Minor Renovations to Common Property

The Owners Corporation delegates its authority to the Strata Committee to approve application/s submitted by lot owner/s to carry out minor renovations to common property in connection with the owner's lot, as defined in Section 110 (3) of the Act below:

(1) Referring to Section 110 (3) 3.C tiles protruding into common area hallway must remain uniform with all other lots. This part of the flooring is considered common property.

Section 110 (3) of the Act - Minor renovations by owners *(1) The owner of a lot in a strata scheme may carry out work for the purposes of minor renovations to common property in connection with the owner's lot with the approval of the owners corporation given by resolution at a general meeting. A special resolution authorising the work is not required.*

(2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owners corporation.

(3) "Minor renovations" include but are not limited to work for the purposes of the following:

a) renovating a kitchen,

b) changing recessed light fittings,

c) installing or replacing wood or other hard floors,

d) installing or replacing wiring or cabling or power or access points,

e) work involving reconfiguring walls,

f) any other work prescribed by the regulations for the purposes of this subsection.

(4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of proposed minor renovations to the owners corporation, including the following:

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a) details of the work, including copies of any plans,

b) duration and times of the work,

c) details of the persons carrying out the work, including qualifications to carry out the work,

d) arrangements to manage any resulting rubbish or debris.

(5) An owner of a lot must ensure that:

a) any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and

b) the minor renovations and any repairs are carried out in a competent and proper manner.

(6) The by-laws of a strata scheme may provide for the following:

a) additional work that is to be a minor renovation for the purposes of this section,

b) permitting the owners corporation to delegate its functions under this section to the strata committee.

(7) This section does not apply to the following work:

a) work that consists of cosmetic work for the purposes of section 109,

b) work involving structural changes,

c) work that changes the external appearance of a lot, including the installation of an external access ramp,

d) work involving waterproofing,

e) work for which consent or another approval is required under any other Act,

f) work that is authorised by a by-law made under this Part or a common property rights by-law,

g) any other work prescribed by the regulations for the purposes of this subsection.

(8) Section 108 does not apply to minor renovations carried out in accordance with this section. Section 132 enables rectification orders to be made against owners of lots for damage caused by work done by owners.

Changes and/or Additions to the Common Property

(1) All changes being done to the common property, whether it be included in the Common Property Maintenance Schedule or not, needs to be consented to by the Owners Corporation or by the Strata Committee where the proper delegation has been given via either the Act or a Special By-law.

(2) A Lot Owner must give at least **15 working days** written notice to the Strata Manager and the Strata Committee of the proposed works; and

(3) Lot Owners wishing to make changes to the common property, whether it be internal to the lot, external to the lot or visibly internal and /or external to the lot must seek permission from the Owners Corporation, and be granted consent and approval before commencing any works, apart from those which are deemed cosmetic works, which are defined in this by-law.

(1) Cosmetic Works:

(a) The owners corporation may add to the definition of cosmetic works from time to time by circulation of written notification to all Owners

(b) Cosmetic Works means cosmetic works as defined from time to time in the Strata Schemes Management Act 2015 and associated Regulations,

(c) A Lot Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation, only when those cosmetic works affect only the interior of the lot and are not visible from any part external to the lot.

(d) Where Cosmetic Works are proposed to be carried out that are visible from any aspect that is external to the Lot, the Lot Owner must seek formal permission from the Strata Committee as per

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Appearance of the Lot, and in this instance By-Law 12 will have overarching authority over the proposed works.
(2) To facilitate the consideration of any changes to the common property as specified in the Act, Lot Owners wishing to gain permission must first write to the Strata Manager at least **15 working days** before the proposed commencement of any works, advising the type of works being considered and if necessary complete any forms or requests for information asked for by the Strata Manager.
(3) Where necessary and once all the necessary and requested information has been provided to the Strata Manager the Strata Committee will convene a meeting and deliberate the request and determine the category of the works (cosmetic, minor, major). The Strata Committee will issue a written response, inclusive of any specifications, conditions and consent given to the proposed works; and in keeping with By-Law 21 (check moving of furniture may approve Minor Renovation Works.
(4) For any works being requested by a Lot Owner to be deemed consented to and authorised the Lot Owner must agree to the terms and conditions of the consent authorisation letter and in so doing sign and return a copy of that letter to the Strata Manager, at least **5 working days** before the proposed work commences.

(4) Before commencement of any Major Works (which includes waterproofing), the Owner must:

(1) Provide a complete proposal concerning the Major Works including but not limited to:

a) plans and specifications of the proposed works, including details of the pre-existing plans;

b) specifications for any sound or energy rating, type, size together with the manufacturers or suppliers brochure regarding same;

c) a diagram depicting the location of or proposed installation points of all parts of the works;

d) engineering plans and certifications if requested by the Owners Corporation;

e) obtain any necessary approvals/consents/permits from any Authority; and

f) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural adequacy and integrity of the Building and Lot and common property (if required);

(2) Pay for all costs of the Owners Corporation including:

a) legal fees for reviewing the proposal and drafting or amending of any necessary by-laws;

b) fees for convening any meeting to consider the proposal;

c) any other reasonable professional fees required to consider the proposal including strata management fees, registering of common property by-laws or engineering fees; and

(3) Obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 4.2 above.
(4) All changes and/or additions to the Common Property of the Strata Plan that have been undertaken by the Owners Corporation , or has been notified to and subsequently consented to by the Owners Corporation (or Strata Committee) under the provisions of the Act will be included in a “Register of Changes and Additions to the Common Property of the Plan” (the Register) that will at least include details of the Proprietors/Proponent/s, the date that the Owners Corporation’s consent was given, the details of the consented works and/or activities, and any conditions that form part of those consents. The Register must be kept and maintained in an up-to-date form by the Secretary.
(5) Any and all changes and/or additions to the Common Property of the Plan that are shown in the Register as not being completed or carried out by the Owners Corporation, and any and all changes and/or additions to the Common Property that were never consented to by the Owners Corporation, will not form part of the Common Property; and therefore any and all maintenance, repairs, and replacements of, and insurances for the items which are not part of the common property will be the sole responsibility of the Lot/s to which the changes and/or additions benefit
(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

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Special By-law No 7 Wet Area Works

Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Wet Area Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Wet Area Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

(2) "Lot" is lots 1-25 respectively on the strata scheme.

(3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.72411.

(4) "Minor Renovations" means work items as defined in section 110 of the *Strata Schemes Management Act 2015,* under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to *Special By-law – Minor Renovations* applicable to the scheme.

(5) "Special Privileges" means the privilege to alter and add to the common property by performing Wet Area Works

that involve waterproofing, and include Cosmetic Works or Minor Renovations.

(6) "Wet Area Works" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:

(a) Retiling and/or water proofing the bathroom (including ensuite and water closet), kitchen or laundry floors of the Lot.

(b) Retiling and/or water proofing the bathroom (including ensuite and water closet) or laundry walls located on a common wall within the lot.

(c) Retiling and/or water proofing the kitchen splash back walls located on a common wall within the Lot.

(d) Retiling and/or water proofing the balconies, terraces and / or courtyards of the Lot.

(e) Replacement, installation and relocation of any bathroom (including ensuite and water closet), kitchen or laundry fixtures (without undertaking structural changes, including penetrating into the slab and/or installing pipework outside of the Lot) including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom, kitchen or laundry items affixed to the common property.

(f) Installation of an exhaust or heat fan/ventilation system within the bathroom (including ensuite and water closet), kitchen or laundry area of the Lot.

(g) Removal of any non-load bearing and internal walls within the bathroom (including ensuite and water closet), kitchen or laundry area located within the Lot.

(h) Installation of a false ceiling within the bathroom (including ensuite and water closet), kitchen or laundry area located on the Lot, including installation of recess lighting.

(i) Plumbing and/or any electrical works within the bathroom (including ensuite and water closet), kitchen or Liability limited by a scheme approved under Professional Standards Legislation

laundry area of the Lot.

(7) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically *Special By-law – Minor Renovations,* however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Retrospective application for unauthorised Wet Area Works

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(9) Where any Wet Area Works covered under clause (6) of this by-law were undertaken by an Owner before this bylaw was made, and no by-law has been made in respect of the Wet Area Works undertaken, then any conditions
of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Wet Area Works.

Grant of Special Privileges

(10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Wet Area Works

Planning, Approvals and Certificates

(11) The Owner must, if required by law, obtain written approval for the Wet Area Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Wet Area Works.

(12) The Owner must, if required by law, obtain a construction certificate for the Wet Area Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Wet Area Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Wet Area Works

(13) The Owner must submit to the Owners Corporation 21 days prior to the commencement, all completed documents under Special By Law 6, reasonably required by the Owners Corporation relating to the performance of the Wet Area Works including Annexure A- Scope of Works for Renovation Works

(a) further specifications of the Wet Area Works;

(b) details of the contractor(s) performing the Wet Area Works; and

(c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Wet Area Works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim.

Carrying out the Wet Area Works

Hours of Works

(14) The Owner must perform the Wet Area Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

(15) The Owner when performing the Wet Area Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(16) The Owner when performing the Wet Area Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Wet Area Works are undertaken.

General Conditions

(17) When performing the Wet Area Works, the Owner must:

(a) ensure that the Wet Area Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

(b) ensure that a duly licensed insured contractor undertake any Wet Area Works, and if any Wet Area Works involve plumbing works that it is undertaken by a duly licensed insured plumber.

(c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

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(d) ensure the Wet Area Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
(e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Wet Area Works.
(f) must only perform the Wet Area Works when the door between the Lot and the common property is completely closed.
(g) ensure that the corridor serving the Lot is protected from damage for the duration of the Wet Area Works.
(h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Wet Area Works.
(i) repair promptly any damage caused or contributed to by Wet Area Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.
After Completion of the Wet Area Works
(18) Immediately upon completion of the Wet Area Works, the Owner must restore all other parts of the common property affected by the Wet Area Works as nearly as possible to the state they were in immediately before the Wet Area Works.
(19) Upon completion of the Wet Area Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Wet Area Works:
(a) Certification of waterproofing from a duly licensed and insured contractor; and
(b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Wet Area Works and the occupation of the Lot.
Owner's Enduring Obligations
Maintenance and Repair
(20) The Owner must, at the Owner's expense, properly maintain the Wet Area Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Wet Area Works
(21) A duly licensed plumber must undertake the maintenance of any Wet Area Works involving plumbing works.
(22) The maintenance, repair, replacement of any Wet Area Works will be at the cost of the Owner.
(23) If the Owner removes the Wet Area Works or any part of the Wet Area Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
Liability and Indemnity
(24) The Owner indemnifies the Owners Corporation against –
(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Wet Area Works;
(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Wet Area Works; and
(c) Any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Wet Area Works.
(25) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Wet Area Works performed under this Common Property Rights By-law.
(26) Where there is water leakage or ingress from the Owner's lot following any Wet Area Works, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.

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(27) Where the water leakage or ingress has not been caused by the Wet Area Works performed by the Owner, the Owners Corporation shall reimburse any cost of any investigation and/ or reports incurred by the Owner as required under clause (26) above.

Repair of Damage

(28) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Wet Area Works no matter when such damage may become evident.

(29) Any loss and damage suffered by the Owners Corporation as a result of making and using the Wet Area Works, including failure to maintain, renew, replace or repair the Wet Area Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(30) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

(a) Carry out all works necessary to perform that obligation, pursuant to s120 (2) of the *Strata Schemes Management Act 2015*;

(b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;

(c) Subject to s122 (4) of the *Strata Schemes Management Act 2015*, enter onto any part of the parcel to carry out that work; and

(d) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation, pursuant to s120 (5) of the *Strata Schemes Management Act 2015*.

Special By-law 8 Lot 5 Exclusive Use of Common Property Toilets

Purpose of By-law

(1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

(2) "**Act**" means the *Strata Schemes Management Act 2015*.

(3) "**Common Property Toilets**" means the part of common property for which the Owner has been granted Rights of Exclusive Use.

(4) "**Lot**" means lot 5 in Strata Plan No.72411.

(5) "**Owner**" means the owner or owners from time to time (present and future) of the Lot.

(6) "**Rights of Exclusive Use**" means the rights to exclusively use part of the common property, being the Common Property Toilets adjacent to the Lot, as indicated in the ***Marked Ground Level Floor Plan*** identifying the Common Property Toilets, attached to this by-law, and marked "**Annexure A**".

(7) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that alter and affect the Common Property Toilets and other parts of the common property.

(8) "**Works**" means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to install a fire complaint door or access gate to have exclusive access to the Common Property Toilets adjacent to the Lot as indicated in the ***Marked Ground Level Floor Plan*** and convert one of the common property toilets into an office/storage area by removing existing fixtures and capping off the existing plumbing services, while leaving the other toilet as a staff toilet for the exclusive use of the Lot.

(9) In this common property rights by-law, unless the context otherwise requires:
   (a) headings do not affect the interpretation of this common property rights by-law;
   (b) words importing the singular include the plural and vice versa;

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(c) words importing a gender include any gender;
(d) words defined in the Act have the meaning given to them in the Act; and
(e) references to legislation includes references to amending and replacing legislation.

(10) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.72411 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

(11) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on so much of the common property that is necessary for the benefit of that Owner.

(12) Should the Owner, present or in future, no longer want Rights of Exclusive Use to the Common Property Toilets, the Owner must reinstate the Common Property Toilets back to the original condition, at their cost, and the Rights of Exclusive Use to the Common Property Toilets shall be extinguished and this common property rights by-law should be repealed in accordance with the legislation.

(13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

(14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.

(15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Works

(16) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
(a) further specifications of the Works and all completed plans for the Works;
(b) the signed Owner's consent form for this By-law in respect of the Works;
(c) licence details of the contractor performing the Works; and
(d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

(17) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

(18) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.

(19) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the *Home Building Act 1989* and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

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General Conditions

(20)When performing the Works, the Owner must:

(a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

(b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.

(c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

(e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.

(f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.

(g) ensure the Works are carried out:

(i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;

(ii) using materials that are new and fit for the purposes to which those materials are put;

(iii) in a manner so as to result in the Works being reasonably fit for occupation.

(h) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply.

After Completion of the Works

(21)Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.

(22)The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

Owner's Enduring Rights and Obligations

Use of Common Property Toilets

(23)The Owner must only use the Common Property Toilets for use as a toilet and / or storage/office as approved by the Owners Corporation in accordance with this common property rights by-law and must obtain the Owners Corporation written approval via subsequent common property rights by-law, pursuant to the Act, for any changes to the Common Property Toilets, including any additions, alterations and erection of structures within the Common Property Toilets.

(24)The Owner shall be responsible for any items stored in the Common Property Toilets and shall indemnify the Owners Corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss, or damage to the common property, to other property or person to the extent that such injury, loss, or damage arises from or in relation to items stored in the Common Property Toilets.

Access to the Common Property Toilets

(25)The Owner must provide access to the Common Property Toilets, within a reasonable time, upon the request of the Owners Corporation in respect of common property issues that may arise in respect of the Common Property Toilets or common property only accessible via the Common Property Toilets.

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Maintenance and Repair

(26)The Owner shall be responsible for keeping the Common Property Toilets neat, tidy and in a state of good repair.

(27)The Owner Corporation shall remain responsible for the repair and maintenance of the structural supports, joists, and termite infestations in the Common Property Toilets.

(28)The Owner shall properly maintain the Works installed by the Owner and keep them in a state of good and serviceable repair and when necessary, renew or replace any fixtures or fittings comprised in the Works undertaken.

(29)If the Owner removes the Works or any part of the Works installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

(30)The Owner must notify the Owners Corporation in respect of any damage to any common property services or fixtures within the Common Property Toilets, to allow for prompt repair and maintenance.

(31)The Owner must:

(a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.

(b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

(32)The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Common Property Toilets and the Works performed by the Owner under this Common Property Rights By-law;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Common Property Toilets and the Works performed by the Owner under this Common Property Rights By-law; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Common Property Toilets and the Works performed by the Owner under this Common Property Rights By-law.

(33)The Owners Corporation has specially resolved that it is inappropriate to maintain, renew, replace or repair the common property comprised within, or affected or occupied by the Works and that this 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.

Repair of Damage

(34)The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.

(35)Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(36)The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

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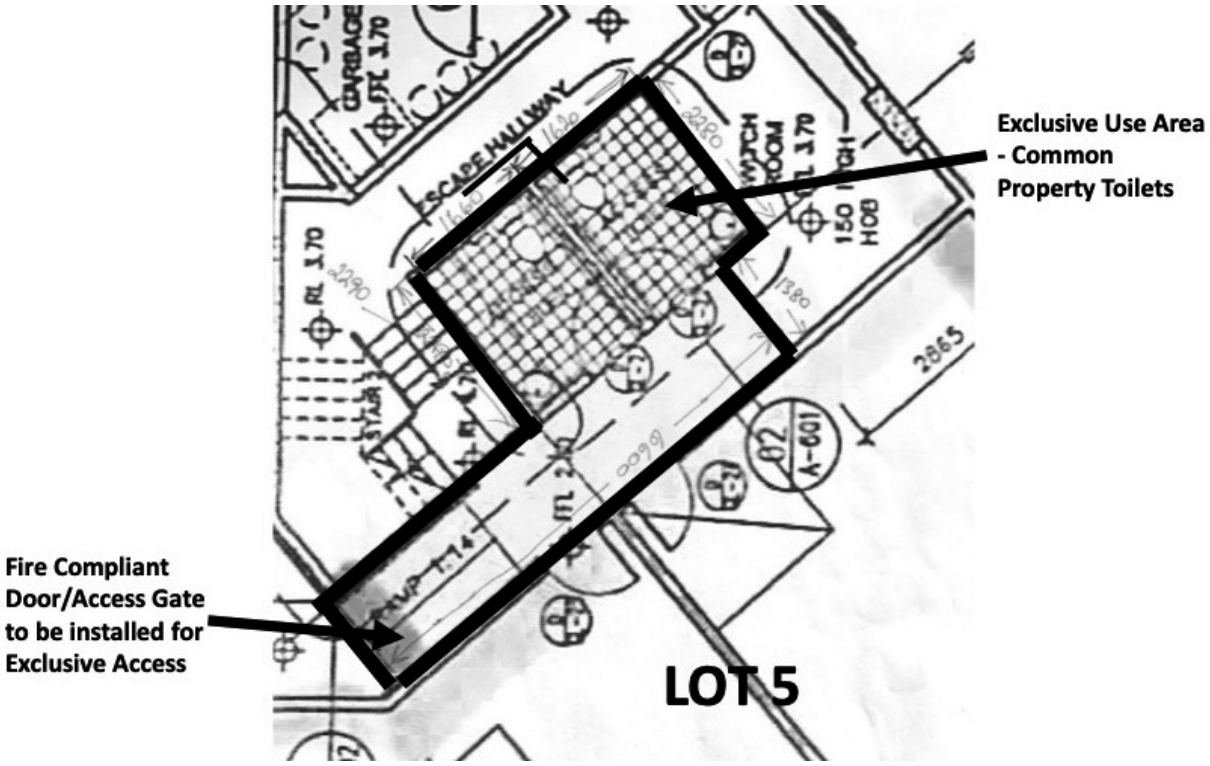
Costs of this By-Law

(37) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

Annexure A – ***Marked Ground Level Floor Plan - Exclusive Use Common Property Toilets***



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Special By-law 9 External Lot Fixtures

Purpose of By-law

(1) This common property rights by-law is made for the purposes of managing, regulating, and controlling the repair and maintenance of existing, replacement and / or new External Lot Fixtures installed within an Owner's Lot and so much of the common property that is necessary, subject to and in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

(2) "**Act**" means the *Strata Schemes Management Act 2015*.

(3) "**External Lot Fixtures**" means the specific items either installed by the original owner, or replaced or installed by an Owner or Occupier of a Lot, with or without authorisation of the Owners Corporation, which alter and add to the common property, as specified below:

(a) Original, existing, replacement or new external vents in toilets, ensuites, and laundries installed on an owner's lot;

(b) Original, existing, replacement or new louvers installed on windows and doors on an owner's lot;

(c) Original, existing, replacement or new flyscreens installed on windows and doors on an owner's lot;

(d) Original, existing, replacement or new locks, latches, and other hardware installed on windows and doors on an owner's lot (however, excludes front door locks to Lots where the keys to the locks are for emergency entry);

(e) Original, existing, replacement or new TV antennas, satelite or other PAY TV service installed on an owner's lot;

(f) Original, existing, replacement or new private security cameras/ CCTV installed on an owner's lot;

(g) Original, existing, replacement or new doorbells installed on an owner's lot; and

(h) Original, existing, replacement or new tiles on balconies and within the lot (including original waterproofing). Exterior balcony tiles are to be "neutral" and or in keeping with the existing building colours.

(4) "**Lot**" means lot 1-25 in Strata Plan No.72411.

(5) "**Owner**" means the owner or owners for the time being of the Lot.

(6) "**Rights of Exclusive Use**" means the rights to exclusively use part of the common property which the External Lot Fixtures are attached.

(7) "**Special Privileges**" means the privilege to alter and add to the common property by keeping, installing and/ or replacing External Lot Fixtures attached to the common property.

(8) In this common property rights by-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this by-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(9) The rights and privileges granted under this common property rights by-law applies to the existing and any subsequent Owner of the Lot.

(10) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.72411 and this by-law, the provisions of this by-law shall prevail.

External Lot Fixtures must be in keeping with the building

(11) Where External Lot Fixtures can be seen from the outside of the building, the Owner must ensure that the External Lot Fixtures are in a construction, style and colour scheme that matches the overall appearance of the building.

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Previously Unauthorised Installations

(12)Where External Lot Fixtures were installed or replaced by an Owner before this common property rights by-law was made, and no by-law has been made in respect of the External Lot Fixtures installed or replaced, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those External Lot Fixtures.

Insurance for Damage

(13)Any External Lot Fixtures specified in the common property rights by-law that is afforded cover for damage due to an insurable event by the Owners Corporation's insurance policy shall still be protected by that insurance.

(14)Notwithstanding clause (13) above, an Owner is responsible for obtaining their own Insurance to cover any External Lot Fixtures specified under this common property rights by-law should the Owners Corporation's insurance policy not cover those Lot Fixtures and Fitting.

Grant of Rights of Exclusive Use and Special Privileges

(15)On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to keep existing Lot Fixtures and Fitting on the Lot and install Lot Fixtures and Fitting, on the conditions set out in this common property rights by-law.

CONDITIONS

Before Installing or Replacing External Lot Fixtures

Notification and approval of Installation or Replacement of External Lot Fixtures

(16)The Owner must notify and obtain the written consent of the strata committee of the Owners Corporation in respect of any External Lot Fixtures installed or replaced at least fourteen (14) days prior to installation or replacement, including any disruption of services to other lots as a result of installing or replacing any External Lot Fixtures.

(17)The Owner must obtain the written consent of the local authority (if required) and the strata committee of the Owners Corporation for any External Lot Fixtures that are visible from the outside of the Lot and that impact the common property.

(18)The strata committee will only consent to any proposal whereby the Owner has complied with all the requirements outlined in this common property rights by-law.

(19)The Owner must, if requested, submit to the strata committee of the Owners Corporation any documents reasonably required by the strata committee of the Owners Corporation relating to the installation or replacement of any External Lot Fixtures prior to installation or replacement, including but not limited to:

(a) further specifications of the External Lot Fixtures installed or replaced, including proposed locations;
(b) the signed Owner's consent form for this By-law in respect of the External Lot Fixtures;
(c) licence details of the contractor installing or replacing the External Lot Fixtures; and
(d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged to install or replace the External Lot Fixtures which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the Owners Corporation.

(20)The strata committee must not unreasonably refuse the request of an Owner to install or replace External Lot Fixtures.

(21)Where the strata committee rejects the request to install or replace External Lot Fixtures, it must provide reasons to the Owner in writing.

Installing or replacing External Lot Fixtures

(22)When installing or replacing the External Lot Fixtures, the Owner must:

(a) comply with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the External Lot Fixtures are installed or replaced.
(b) ensure that the External Lot Fixtures are installed in accordance with the specifications approved by the Owners Corporation and any statutory authority.

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(c) ensure that duly licensed and insured contractors install the External Lot Fixtures in a proper and workmanlike manner.
(d) ensure the External Lot Fixtures are installed in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and Owners.
(e) keep all areas of the building outside their lot clean and tidy throughout the installation of the External Lot Fixtures.
(f) must only install the External Lot Fixtures at times approved by the Owners Corporation or as prescribed by the local authority.
(g) repair promptly any damage caused or contributed to by the External Lot Fixtures, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.
(h) ensure the External Lot Fixtures are installed:

(i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;

(ii) using materials that are new and fit for the purposes to which those materials are put;

(iii) in a manner so as to result in the External Lot Fixtures being reasonably fit for occupation.

(i) ensure that any services required to operate the External Lot Fixtures are connected to the Lot's electricity or appropriate supply.

After Installation or replacement of the External Lot Fixtures

(23) Immediately upon installation or replacement of the External Lot Fixtures, the Owner must notify the Owners Corporation in writing that the External Lot Fixtures have been installed and must restore any lot property or common property affected by the External Lot Fixtures (but not forming part of the External Lot Fixtures) as nearly as possible to the state they were in immediately before the External Lot Fixtures was installed.

(24) The Owner must, if requested, deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the completed installation of the External Lot Fixtures.

Owner's Enduring Obligations

Maintenance and Repair

(25) The Owner must, at the Owner's expense, properly maintain the External Lot Fixtures servicing their Lot and keep it in a state of good and serviceable repair and when necessary renew or replace any components comprised in the External Lot Fixtures.

(26) If the Owner removes the External Lot Fixtures, or any part of the External Lot Fixtures, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

(27) A licensed contractor must undertake the maintenance of the External Lot Fixtures and the Owner must provide any details of the contractor to the Owners Corporation (if requested).

(28) The Owner is responsible for all costs associated with installing, replacing, powering, use and operation of the External Lot Fixtures servicing their Lot.

(29) The Owner must:

(a) not carry out any alterations or additions or do any works (other than install or replace the External Lot Fixtures expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
(b) ensure that the External Lot Fixtures do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

(30) The Owner indemnifies the Owners Corporation against –

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(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the External Lot Fixtures servicing their Lot, including their installation, repair, maintenance, replacement, removal and/or use;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the External Lot Fixtures servicing their Lot, including their installation, repair, maintenance, replacement, removal and/or use; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the External Lot Fixtures servicing their Lot, including their installation, repair, maintenance, replacement, removal and/or use.

(31) The Owners Corporation has specially resolved that it is inappropriate to maintain, renew, replace or repair the common property comprised within, or affected or occupied by the External Lot Fixtures and that this 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.

Repair of Damage

(32) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the External Lot Fixtures (no matter when such damage may become evident) and will make good that damage immediately after ithas occurred.

(33) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the External Lot Fixtures installed or replaced no matter when such damage may become evident.

(34) Any loss and damage suffered by the Owners Corporation as a result of installing, replacing and using the External Lot Fixtures, including failure to maintain, renew, replace or repair the External Lot Fixtures installed or replaced as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(35) The Owners Corporation reserves the right to replace the External Lot Fixtures or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

The seal of The Owners-Strata Plan No 72411 was affixed on ……7/8/2026…..….. 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(s): …….. …….

Name(s) [use block letters]: ……CHRISTAL PEARCE……

Authority:…….Strata Managing Agent.....

THE OWNERS - STRATA PLAN No. 72411 Common Seal

Electronic signature of me, Christal Pearce, affixed at my direction on 7/8/2026 at 9.44 am.