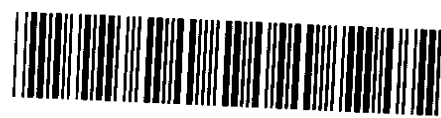


Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



AP60267R

**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/SP90323

(B) **LODGED BY**

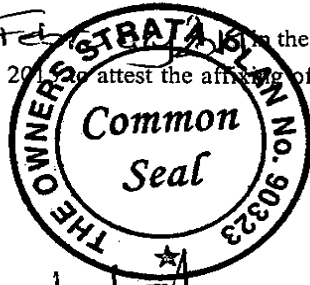
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS PTY LIMITED DX 11508 SYDNEY DOWNTOWN TEL NO 02 9284 2700 Reference: 182226	CODE <b>CH</b>
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- (C) The Owners-Strata Plan No. 90323 certify that a special resolution was passed on 22/11/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. By-laws 29 & 30  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
see Annexure "A" hereto

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 90323 was affixed on 6th Feb 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *[Handwritten Signature]*  
Name: Margarete Woschke  
Authority: Strata Manager  
Signature: *[Handwritten Signature]*  
Name: Exec - Estate Pty Ltd  
Authority:



“A”

**STRATA PLAN NO 90323**

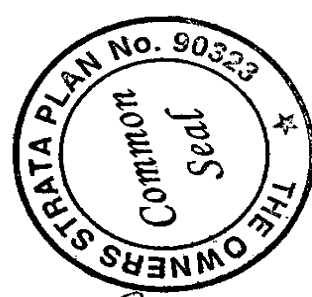
**14-18 Finlayson Street, Lane Cove NSW 2066**

**By-Laws**



**Grace Lawyers - NSW**

Level 5, 287 Elizabeth Street, Sydney NSW 2000  
PO Box 20727, World Square NSW 2002  
DX 11508 Sydney Downtown  
Tel: 02 9284 2700 | Fax: 02 9284 2799



A handwritten signature in cursive script, appearing to be 'J. J.', located below the circular stamp.

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## BY-LAWS SP 90323

### By-Law 1: Definition and interpretation

#### 1. Definitions

In these by-laws, unless the context otherwise requires or permits:

- a. **Act** means the Strata Schemes Management Act 2015;
- b. **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
- c. **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner;
- d. **Building** means the building situated at 14-18 Finlayson Street, Lane Cove NSW 2066;
- e. **Building Manager** means the building manager engaged by the Owners Corporation from time to time;
- f. **By-laws** means the by-laws for the Strata Scheme;
- g. **Occupier** means the occupier of a Lot from time to time;
- h. **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 90323;
- i. **Owner** means the owner(s) of a Lot(s) in the Strata Scheme;
- j. **Lot** means any lot in strata plan number 90323;
- k. **Parcel** shall have the same meaning as given to it under the *Strata Schemes Development Act 2015*;
- l. **Regulations** means the Strata Schemes Management Regulations 2016;
- m. **Strata Managing Agent** means the strata managing agent for Strata Plan No 90323 from time to time as engaged by the owners corporation;
- n. **Strata Scheme** means the strata scheme created upon registration of Strata Plan No 90323;
- o. **Utility Lot** shall have the same meaning given to it under the Act, being a lot primarily designed for storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like.

#### 2. Interpretation

In these by-laws 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-laws that are not defined in the by-laws will have the same meaning as those defined in the Act;
  - d. a reference to the Owners Corporation includes the building manager, strata managing agent, 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 any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
3. Despite anything contained in these by-laws, if any provision or part of a provision of any by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from these by-laws (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of these by-laws and the relevant provision shall remain in full force and effect.

## **By-Law 2: Owners, occupiers and invitees not to create nuisance or disturbance**

1. An owner or occupier and any invitee of an owner or occupier must not:
  - a. 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. An owner or occupier of a lot must ensure their invitees comply with this by-law;
  - b. create or cause any noise within the lot between the hours of 12am (midnight) and 8am on a Friday, Saturday or day immediately before a public holiday and 10pm and 8am on any other day, that is likely to be heard from another lot;
  - c. behave in a manner that is likely to cause offence or embarrassment or is likely to inconvenience any other owner or occupier (or their invitee);
  - d. install intruder alarms on balconies, terraces and courtyards that will be heard from other lots if they are activated;
  - e. allow a child under the age of 12 and of whom the owner or occupier has control, to play on common property, or, unless accompanied by an adult exercising effective control, to be or remain on any part of the 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).
3. An owner or occupier of a lot must not from a balcony or terrace:
  - a. Allow any item to drop, or fall, or to be thrown, or to blow off;

- b. Hang or place any item on or outside a balustrade;
  - c. Feed any wild birds.
4. For the purpose of this by-law, the owners corporation may erect, place, install or otherwise hang or affix signage to the common property to remind owners and occupiers of their obligations under this by-law.

### **By-Law 3: Damage, obstruction and other misuse of common property**

1. An owner or occupier of a lot must not damage, deface or soil any part of the common property. For the avoidance of doubt this shall include, but is not limited to, soiling or otherwise damaging or defacing carpet.
2. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust, cigarette butt, discarded item or any other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.
3. An owner or occupier of a lot (or any invitees of the owner or occupier of a Lot) must not obstruct lawful use of common property by any person.
4. An owner or occupier (or any invitees of the owner or occupier of a lot) must not prop or force open any lift car, landing or fire doors or shut off any lifts or utility services under any circumstances.
5. An owner or occupier must not use, keep, leave or allow to keep or leave skateboards or commercial shopping trolleys on common property.
6. The owners corporation may recover from any owner in breach of this by-law any costs associated with cleaning, repairs, maintenance, replacement or removal of any item.

### **By-Law 4: 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 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.
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.

### **By-Law 5: Damage to lawns and plants on common property**

An owner or occupier of a lot (or any invitees of the owner or occupier of a lot) must not:

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

### **By-Law 6: Window locking devices**

An owner or occupier of a lot must, on reasonable notice, provide access to its lot for the purpose of installation, repair, maintenance or inspection of window locking safety devices and mechanisms.

### **By-Law 7: Hanging out of washing**

1. An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside of the parcel.
2. An owner or occupier of a lot must not, except with the prior written consent of the Owners Corporation, hang any washing on any part of the lot or parcel in such a way as to be visible from street level outside the parcel.
3. In this by-law 7, "washing" includes any clothing, bedding or other article of a similar type.

### **By-Law 8: Appearance of lot**

1. The owner or occupier of a lot must not, except with the prior written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.
2. An owner or occupier of a lot must not display any signs, including but not limited to "For Sale" and "For Lease" signs, on Lot or Common property.

### **By-Law 9: Curtains**

Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured beige, off-white or cream unless otherwise authorised in writing by the Owners Corporation, must not be a vertical blind, must not detract from the visible amenity of the Building, and must be in keeping with the rest of the Building.

### **By-Law 10: Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows, balustrades and doors on the boundary of the lot, including so much as is common property, provided that any cleaning carried out on exterior glass surfaces must comply with Work, Health and Safety standards and provided that any cleaning or waste materials or liquids do not fall onto any other lot or common property.

## **By-Law 11: Storage**

1. Owners may only use their storage space for a lawful purpose.
2. Owners must:
  - a. keep their storage space clean and tidy at all times;
  - b. maintain and repair their storage space;
  - c. jointly with the owner of an adjoining space, maintain and repair the dividing wire mesh (if any) separating their respective storage spaces; and
  - d. give the Owners Corporation access to their storage space, if the Owners Corporation needs to comply with its obligations under the by-laws or the Strata Schemes Management Act.
3. Owners must not:
  - a. use their storage space for any unlawful purpose;
  - b. store items above or on top of their storage cage;
  - c. keep flammable materials in their storage space; or
  - d. deposit or leave garbage or recyclable materials in their storage space.

## **By-Law 12: Garbage and waste disposal**

1. An owner or occupier of a lot:
  - a. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - b. must promptly remove any thing, which the owner or occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled; and
  - c. must not flush or otherwise discard down a toilet, sink or drain any item that is likely to cause blockage, including but not limited to wet wipes or facial wipes, sanitary items, oil and other products not designed to be disposed of down a toilet, sink or drain.
2. An owner or occupier of a lot must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material.
3. The Owners Corporation may post signs on the Common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.



4. An owner or occupier of a lot must remove from the parcel at its expense: household goods and products, e-goods, large objects, packaging material such as polystyrene foam, plastic sheeting and cardboard boxing from large objects, removalists packaging including cardboard boxes and packing paper, hazardous rubbish, building and tradespersons' waste.
5. An owner or occupier of a lot must not deposit or throw on the Common property any rubbish, dirt, dust, discarded item or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the Common property.

### **By-Law 13: Change of use in 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.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

### **By-Law 14: Moving in and out**

1. An owner or occupier of a lot must not transport any goods, equipment, furniture or other large objects to and from lots and through common property ("Removals") unless:
  - a. A booking has been made and confirmed with the Strata Committee in writing at least 72 hours before the Removals take place in order to:-
    - i. to book the lift;
    - ii. to ensure that lift covers are in place;
    - iii. to give notice of any necessary security arrangements; and
    - iv. to notify any representative of the Owners Corporation (if considered necessary).
2. The following conditions apply to any owner or occupier carrying out any Removals:
  - a. Removals may only be carried out on Mondays to Saturdays between the hours of 9:00am and 4:00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time;
  - b. Removals are not to be carried out on Sundays;
  - c. All common property areas must be protected from damage when carrying out Removals and all rubbish is removed immediately following Removal; and

- d. All Removals must be transported in a manner as reasonably directed by the Owners Corporation from time to time;
  - e. The owner must repair or meet the cost of repair for any damage caused to common property as a direct result of the Removal; and
  - f. Any spills or soils occurring as a result of the Removal must be cleaned and maintained or repaired immediately.
  - g. All packaging waste including cardboard, packing paper, polystyrene foam and plastic sheeting is to be removed from the building and its surrounds by the lot owner or occupier at its expense.
3. If required by the Owners Corporation or the Strata committee an owner of a lot must pay to the Owners Corporation an amount of \$500.00 (or any other amount the Strata committee may decide from time to time) which is:
- a. to be held by the Owners Corporation as a bond during the Removal or delivery of goods and furniture through the Common property areas and lifts;
  - b. to be applied by the Owners Corporation towards the cost of rectifying any damage to any part of the common property including the foyers and lifts and the cost of providing any necessary security arrangements; and
  - c. to be refunded to the owner in minus the cost of any rectification or remedy of damage in accordance with clause 2(b) of this by-law.

### **By-Law 15: Preservation of safety**

1. An owner or occupier of a lot must not do anything or permit any of its invitees to do anything on its lot, its car space, its storage space, its air conditioning plant or on common property that is likely to:
  - a. affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property;
  - b. create a risk hazard under Work, Health and Safety regulations to occupiers and invitees of the parcel; or
  - c. not comply with the National Construction Code and Australian Standards;
2. An owner or occupier of a lot, on reasonable notice (emergencies excepted), must provide access to its lot (including utility lots) for fire safety certification inspections.

### **By-Law 16: 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 or store any item in the lots car space that constitutes a tripping, fire or personal injury risk or hazard.

2. By-law 16.1 does not apply to chemicals, liquids or 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.
3. An owner or occupier of a lot, on reasonable notice (emergencies excepted), must provide access to its lot (including utility lots) for the purpose of ensuring compliance with this by-law, to remove hazardous items or clean any spills or leaks that, in the reasonable view of the owners corporation, may be an immediate risk to owners, occupiers, or the building.

### **By-Law 17: Air conditioning**

1. Despite any by-law, the owners from time to time of each lot (not being a utility lot) shall be entitled to the exclusive use of the air conditioning equipment and ducting described in by-law 17 for that lot ("Air Conditioning Equipment") subject to the following:
  - a. each owner shall be responsible for the running costs, the proper maintenance and keeping in a state of good and serviceable repair, the renewal and replacement of the Air Conditioning Equipment;
  - b. each owner must maintain the Air Conditioning Equipment to a standard and if renewed or replaced of a type and colour, as may be prescribed by the Owners Corporation from time to time; and
  - c. each owner shall ensure that the Air Conditioning Equipment (where applicable) does not cause water escape or water penetration, or any other damage to lot and/or common property.
2. If an owner fails to comply with the obligation in clause 17.1, the Owners Corporation may:
  - a. by its agents, employees and contractors, enter upon the lot for the purpose of inspecting or carrying out all works necessary to ensure the Air Conditioning Equipment is in good and serviceable repair;
  - b. recover from the owner the amount of any fine or fee which was issued to the owners corporation for non-compliance with any Council or other requirements; and
  - c. recover any costs incurred by the owners corporation due to entering the lot in accordance with clause 2(a) of this by-law from the owner as a debt due.

### **By-Law 18: Hot water systems**

1. The owner of each lot has a special privilege to connect to and use the common property hot water system.
2. Each owner or occupier must:
  - a. pay the Owners Corporation according to regular accounts issued by the Owners Corporation that are based on metered readings or if directed by the Owners Corporation to do so, pay these accounts directly to the gas supply provider; and
  - b. give the Owners Corporation access to his or her lot to read any hot water meters located in that lot.

3. The Owners Corporation must:
  - a. operate, maintain, repair and replace the hot water system; and
  - b. give owners and occupiers regular accounts for their costs under this by-law 18.
4. The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.
5. The Owners Corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the Owners Corporation's costs under this by-law 18.
6. The Owners Corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

### **By-Law 19: Notice Board**

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

### **By-Law 20: Service of documents**

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

### **By-Law 21: Maintenance items**

Specified Maintenance Items: The Lot Owner must repair or replace within the lot all LED light fittings, smoke detector batteries, tempering valves, floor coverings except tiles, paint except for balconies and terraces.

### **By-Law 22: Previous Approvals**

An owner or occupier of a lot who obtained an approval from the owners corporation or strata committee under any former by-law is taken to be an approval under the corresponding current by-law (including any conditions) and where no such by-law exists the former by-law (and approval) is revived for the purpose of the approval (including any conditions placed upon that approval).

## By-Law 23: Keeping of animals

### PART 1

#### GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the owners corporation pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions to regulate the keeping of animals on the conditions in Part 3.

### PART 2

#### DEFINITIONS AND INTERPRETATION

2. In addition to the definitions contained within by-law 1, in this by-law, unless the context otherwise requires or permits:
  - a. **Animal** means any animal, including but not limited to a bird, dog, cat, fish or other mammal.
  - b. **Approved Form** means the form contained at Schedule 1 to the By-Laws for the Strata Scheme titled "Schedule 1: Pet Application Form" or as the strata committee may otherwise approve from time to time.
  - c. **Disability** has the same meaning attributed to it under section 4 of the Disability Discrimination Act 1992.
  - d. **Companion Animal** has the meaning ascribed to that term in the Companion Animals Act 1998.
  - e. **Nuisance Cat** means a nuisance cat as defined in section 31 of the Companion Animals Act 1998.
3. To the extent of any inconsistency between the by-laws applicable to Strata Plan No 90323 and this by-law, the provisions of this by-law shall prevail.

### PART 3

#### CONDITIONS

4. Subject to section 139(5) of the Act an owner or occupier of a Lot must not, without the prior written approval of the owners corporation, keep any Animal on Lot or common property.
5. The owners corporation must not unreasonably withhold its approval of keeping of any animal on the lot or the common property.
6. Notwithstanding clause 5 above, the owners corporation will not give approval and consent to an owner or occupier to keep:
  - a. an Animal that is vicious, aggressive, noisy or difficult to control; or
  - b. a Nuisance Cat on a Lot or common property; or
  - c. a pit bull terrier, Japanese tosa or other outcross; or

- d. declared to be dangerous under the Companion Animals Act 1998.
7. If an owner or occupier of a Lot keeps or intends to keep an Animal on the Lot, then the respective owner or occupier must submit to the owners corporation a duly completed Approval Form containing the following:
    - a. a detailed description of the animal proposed to be kept (including details of the breed and size of the animal);
    - b. a photograph of the animal;
    - c. (if applicable) a copy of any certificate of training of the animal;
    - d. (if applicable) a copy of any registration/licence for the animal; and
    - e. any other information the owners corporation requires.
  8. An application for the approval of the keeping of an Animal by an owner or occupier is to be considered by the owners corporation at a general meeting of the owners corporation or at a strata committee meeting within twenty-eight (28) days of the date of receipt of the application. Failure to comply with this clause does not amount to consent.
  9. If the owners corporation approves the keeping of an animal by the owner or occupier then the owner or occupier shall:
    - a. keep the animal in compliance with the Companion Animals Act 1998 (where applicable);
    - b. keep the animal within the boundaries of their Lot;
    - c. take such action as necessary to promptly clean all areas of the lot and common property that are soiled by the Animal including by making use of, where applicable, a soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;
    - d. ensure that the Animal is microchipped (where required by law) and is wearing an identification tag or collar containing the contact details of its owner at all times;
    - e. prohibit the Animal from roaming freely on the common property;
    - f. ensure the Animal is on a leash when travelling across or through common property.
    - g. ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:
      - i. odours occurring in the receptacles for garbage; and
      - ii. the attraction of vermin or other pests to the common property, including the area designated for the storage of receptacles for garbage;
    - h. comply with all the by-laws applicable to the Strata Scheme and with any directions of or guidelines as may be published by an strata committee or owners corporation from time to time;
    - i. do all acts and things necessary to:

- i. ensure that no noise is created by the Animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another Lot or of any person lawfully using the common property; and
    - ii. clean all areas of lot or common property that are soiled by the Animal; and
  - j. remain liable for any damage to lot or common property arising out of the keeping of the Animal and indemnify and shall keep indemnified the owners corporation against any costs or losses arising out of or in connection with the keeping of the Animal including any injury to any person, and damage to lot or common property.
10. If an owner or occupier does not comply with any obligation under the by-law, then the owners corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise and give notice of such revocation to the owner or occupier.
  11. If any approval to keep an Animal under this by-law or otherwise is revoked by the owners corporation then the owner and/or occupier shall remove the Animal within 7 days from the date that a written notice is given to the owner or occupier by the owners corporation.
  12. Any approval given by the owners corporation under Part 3 of this by-law may contain any additional reasonable conditions approved by the owners corporation at the time that the consent is given.
  13. Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the owners corporation or the strata committee.
  14. Any consent granted under this by-law is only applicable for the life of that particular Animal.

## By-Law 24: Short term letting and occupancy

### PART 1

#### GRANT OF POWER

1. Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional functions at the strata scheme on the conditions set out in Part 3.

### PART 2

#### DEFINITIONS & INTERPRETATION

2. In addition to the definitions contained within by-law 1, in this by-law, unless the context otherwise requires or permits:
  - a. **Council** means the Lane Cove Council.
  - b. **Itinerant Use** means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including but not limited to:
    - i. to short-term tourists or backpackers; and
    - ii. in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels
  - c. **LEP** means Lane Cove Local Environmental Plan 2009.
  - d. **Lot** means any lot in the Strata Scheme approved for home occupations.
  - e. **Minimum Lease Term** means a period not less than three (3) months.
  - f. **Zone** means Zone R4 High Density Residential, pursuant to the LEP.
3. To the extent of any inconsistency between the by-laws applicable to Strata Plan No 90323 and this by-law, the provisions of this by-law shall prevail.

### PART 3

#### CONDITIONS

4. For the purpose of this by-law, any person who is staying in the building under any form of lease, tenancy or other short or long term letting arrangement shall be considered an Occupier.
5. The Owner acknowledges and agrees
  - a. the Strata Scheme is located within the Zone;
  - b. development consent of the Council for all purposes is required;
  - c. use of the Lot for such purposes as bed and breakfast accommodation, boarding house, hotel or motel accommodation is a purpose for which development consent is necessary; and
  - d. Council has the responsibility for enforcing the LEP.



6. An Owner who wishes to lease a lot for Itinerant Use, and uses of the nature referred to in clause 6(c) hereof, must:
  - a. lodge an application for development consent;
  - b. provide a copy of the application for the development consent to the owners corporation;
  - c. obtain any necessary approvals from the Council; and
  - d. provide a copy of the development consent and approval from the Council to the owners corporation.
7. In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:
  - a. an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and
  - b. an Owner may be restrained by a court order from using a Lot for such purposes.

#### **Prohibitions**

8. The Owner must ensure that their Lot is not used for any purpose that:
  - a. is prohibited by law; or
  - b. is not in accordance with the conditions of the development consent.
9. The Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise that the Lot is available for the purpose of use contrary to this by-law or the LEP.
10. An Owner who wishes to lease a Lot for Itinerant Use must not lease a Lot that is less than the Minimum Lease Term.
11. The total number of adults residing in a Lot must not exceed twice the number of Council approved bedrooms in that Lot.

#### **Owners' Obligations**

12. The Owner shall remain responsible for ensuring their occupier/s complies with the By-Laws for the Strata Scheme at all times.
13. Notwithstanding the provisions of section 258 of the Act and, in addition to the requirements of that section, an Owner must submit to the owners corporation a written notice providing:
  - a. the names of any occupiers;
  - b. the period of their occupancy;
  - c. the date of anticipated termination of the occupancy for each occupier; and
  - d. the registration or license plate number of any vehicles used by the occupier.
14. The owners corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that there is a breach of the LEP or this by-law.

15. Upon service of the notice provided for in clause 14 hereof, the Owner must provide the owners corporation or its nominated representative(s) access to inspect the Lot within twenty-four (24) hours of that notice.
16. The Owner must comply with any reasonable directions of the owners corporation given under this by-law.
17. The owners corporation, or the strata managing agent, may serve a notice under section 146 of the Act, requiring the Owner to comply with this by-law if it is satisfied that there has been a contravention of it.
18. The owners corporation may apply for an order of the tribunal under section 147 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 146, contravened the by law.
19. The Owner indemnifies the Owners Corporation against any and all damage caused to lot or common property by any occupant or invitee of any occupant.

## **By-Law 25: Access keys**

### **PART 1**

#### **GRANT OF POWER**

1. In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions in Part 3 of this by-law.

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

2. In addition to the definitions contained within by-law 1, in this by-law, unless the context otherwise requires or permits:
  - a. **Access Key** mean any key including electronic fobs, access cards (including electronic swipe cards) utilised for gaining access to areas of the common property of the Strata Scheme, which areas are, in the absolute discretion of the owners corporation, to be accessible by an Owner or occupier
  - b. **Bond** means the sum of \$200.00 or such other amount as determined or incurred pursuant to this By-Law by the owners corporation and/or strata committee from time to time.
3. To the extent of any inconsistency between the by-laws applicable to Strata Plan No 90323 and this by-law, the provisions of this by-law shall prevail.

### **PART 3**

#### **CONDITIONS**

##### **Restriction of access to common property**

4. The Owners Corporation, acting in its absolute discretion, may:
  - a. restrict access to any part of the common property; and
  - b. give to an Owner of a Lot an Access Key to any part of the common property which it determines may be accessible by an Owner or occupier in the Strata Scheme; and
  - c. make an additional number of Access Keys available to an Owner provided that the Owners Corporation is satisfied that any additional Access Keys will not be used for a purpose which contravenes this By-Law.

##### **Issuance of Access Keys**

5. Except where a key has been lost or misplaced by that Owner or their Occupier, the Owners Corporation will make available to an Owner of a Lot, free of charge, two (2) Access Keys per bedroom which is contained within the respective Lot.
6. An Owner may apply to the Owners Corporation for a replacement Access Key where any Access Key which has been issued to the Owner is damaged or misplaced.

7. Where the Owners Corporation accepts an application for and issues a replacement Access Key to an Owner, the Owners Corporation may deactivate (where applicable) any Access Key which has been misplaced or damaged.
8. Prior to issuing any Access Key to an Owner of a Lot, the Owner agrees to provide access to the Owners Corporation or its agents or contractors (upon reasonable notice being given by the Owners Corporation) to the respective Lot for the purpose of enabling the Owners Corporation to inspect the number of bedrooms which are contained within the particular Lot.
9. The Owners Corporation may charge an Owner of a Lot a fee for the cost and administration of any replacement or additional Access Key issued to the Owner pursuant to this By-Law.
10. The Owners Corporation may charge a Bond for any Access Key issued to an Owner pursuant to this By-Law, which amount shall be refunded to the Owner upon the return of the Access Key by that Owner to the Owners Corporation subject to any amount which may be deducted from the Bond pursuant to clause 13(b) hereto.

#### **Conditions**

11. An Owner or occupier of a Lot must:
  - a. not, under any circumstances, duplicate any Access Key;
  - b. take care not to misplace or damage an Access Key;
  - c. not, without the written approval of the Owners Corporation, hand an Access Key to any person who is not in lawful occupation of the Lot or hand to a person for a purpose which contravenes this by-law.
  - d. comply with any audit which is being conducted by the Owners Corporation in relation to the issuance of Access Keys.
12. An Owner of a Lot must:
  - a. apply in writing to the Owners Corporation to be issued with any Access Key;
  - b. inform the Owners Corporations of the details of any occupier of the Lot who is at any time in possession of an Access Key;
  - c. ensure that any occupier who is lawfully provided with an Access Key returns the Access Key to the respective Owner in the event that the occupier vacates the Lot; and
  - d. subject to 13(b), return to the Owners Corporation any Access Key which is issued to the Owner in the event that the Owner transfers the Lot to a successor in title of the said Lot.
13. The Owners Corporation reserves the right to:
  - a. conduct regular audits of Access Keys and the persons to whom they have been issued or provided; and
  - b. deduct any amount including interest which is due and payable by an Owner from any Bond which has been paid to it by the respective Owner.

#### **Ownership Rights**

14. The Owners Corporation has ownership in:

- a. any Access Key; and
- b. any audit report, log, record or other documentation, whether in electronic form or not, relating to the administration and management of the issuance of Access Keys.

**Failure to comply with this by-law**

15. If the Owner or occupier of a Lot fails to comply with any obligation under this By-Law, then the Owners Corporation may:
- a. request, in writing, that the Owner comply with the terms of this By-Law or enforce it against any occupier of the Lot;
  - b. cancel any Access Key or modify any lock or device where the Owner or occupier of the Lot is using an Access Key for a purpose which contravenes this By-Law and, where applicable, issue replacement Access Keys to any Owner or occupier who is lawfully using an Access Key and is affected by the modification of any lock or device pursuant to this provision;
  - c. recover the costs of carrying out any work referred to in paragraph 15 hereof (including the issuance of new Access Keys) from the Owner notwithstanding the occupier of the Lot is in default, such costs if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%; and
  - d. recover as a debt any costs payable by an Owner pursuant to this By-Law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering these amounts.

## By-Law 26: Use of Visitor Parking Areas

### PART 1

#### PREAMBLE

1. This by-law has been drafted in accordance with Part 7 of the Act.
2. The purpose of this by-law is to:
  - a. Provide a means of regulating the use of the Visitor Parking Area;
  - b. To enforce compliance with this by-law; and
  - c. To erect signage advising Vehicles as to the consequences of parking in contravention with this by-law.

### PART 2

#### DEFINITIONS & INTERPRETATION

3. In addition to the definitions contained within by-law 1, in this by-law, unless the context otherwise requires or permits:
  - a. **Vehicle** means any description of vehicle on wheels used for transporting people or goods, such as but not limited to, a car, a motorcycle or a trailer.
  - b. **Visitor** means a bona fide guest or invitee of an owner or occupier, staying in the Building for a short-term period of twenty-four (24) hours or less and not on a regular or recurring basis exceeding one (1) visit per week, but does not include an occupier.
  - c. **Visitor Parking Area** means any area designated for visitor parking in the Building and not comprising part of any lot.
4. To the extent of any inconsistency between the by-laws applicable to Strata Plan No 90323 and this by-law, the provisions of this by-law shall prevail.

### PART 3

#### GRANT OF POWER

5. In addition to the functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following functions in relation to regulating visitor parking in the Scheme subject to the conditions under this by-law:
  - a. the power to regulate the use of common property and the Visitor Parking Area for parking of Vehicles;
  - b. the power to wheel clamp an owner's, occupier's or Visitor's Vehicles parked or left in contravention of this by-law;

- c. the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp Vehicles that are parked or left in contravention of this by-law; and
- d. the power to erect signage regarding parking including advising that Vehicles parked or left in contravention of this by-law will be removed from the Scheme or wheel clamped.

#### **PART 4**

#### **CONDITIONS**

- 6. An owner or occupier of a lot may only use the carparking space/s attached to or forming part of his or her lot for the purposes of parking motor vehicles.
- 7. Owners and/or occupiers shall not:
  - a. cause or permit to park or stand, a Vehicle upon any part of the common property and/or upon the Visitor Parking Area at any time, except with the prior written approval of the Owners Corporation;
  - b. cause or permit their Visitor to park or stand a Vehicle upon the common property other than in the Visitor Parking Area;
  - c. cause or permit their Visitor to park or stand a Vehicle upon spaces marked or otherwise designated for the parking of garbage or removalist trucks; and
  - d. cause or permit their Visitor to park or stand, their Vehicle upon the Visitor Parking Area for a period exceeding twenty-four (24) hours, except with the prior written approval of the Owners Corporation. For the avoidance of doubt, no extended or regular periods of parking exceeding one (1) visit per week are permitted in the Visitor Parking Area or elsewhere on the common property except with the prior written approval of the Owners Corporation.
- 8. Owners and/or occupiers must ensure that their Visitors use the Visitor Parking Area for the purposes of parking only and must abide with this by-law.
- 9. Owners and/or occupiers must ensure that their employees, contractors, tradesperson, removalist or the like:
  - a. use the Visitor Parking Area for the purposes of parking only and must abide with this by-law; and
  - b. do not park or stand their Vehicle upon the Visitor Parking Area for a period of more than eight (8) hours.
- 10. Owners and/or occupiers acknowledge and agree that the Owners Corporation may:
  - a. install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the parking or standing of Vehicles upon any part of the common property or the Visitor Parking Area;
  - b. remove Vehicles parked or standing upon any part of the common property or the Visitor Parking Area in contravention of this by-law;

- c. apply wheel clamp(s) to Vehicles parked or standing upon common property or the Visitor Parking Area in contravention of this by-law;
- d. install signage on the common property, particularly the Visitor Parking Area, describing the conditions in relation to standing or parking of Vehicles in the Scheme pursuant to this by-law;
- e. place a notice on any Vehicle standing or parked upon the common property or the Visitor Parking Area in contravention of this by-law; and
- f. take any action as is necessary to regulate the standing or parking of Vehicles upon common property or the Visitor Parking Area.

#### **PART 5**

##### **ENDURING OBLIGATIONS**

- 11. Owners and/or occupiers acknowledge and agree that if they park or stand their Vehicle or allow their invitee to park or stand their Vehicle upon any part of the common property or the Visitor Parking Area in contravention of this by-law, then they consent to the removal or wheel clamping of their Vehicle under the terms contained in this by-law and Sections 651B and 651C of the Local Government Act 1993.
- 12. Owners and/or occupiers must ensure Visitor compliance with signage relating to parking.
- 13. Owners and/or occupiers acknowledge and agree that if a Vehicle is removed or wheel clamped pursuant to this by-law, then they:
  - a. will indemnify and will keep indemnified the Owners Corporation for all the reasonable costs incurred in relation to the removal and/or storing of the Vehicle or wheel clamping of the Vehicle;
  - b. consent that an agreement pursuant to section 651C(2)(d) of the Local Government Act 1993 has been made and is in force; and
  - c. indemnify and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the Vehicle) as a result of any action to remove or to wheel clamp the Vehicle under this by-law.

#### **PART 6**

##### **DEFAULT BY OWNER**

- 14. If an Owner and/or occupier fails to comply with any obligation under this by-law, the Owners Corporation may:
  - a. request, in writing, that the Owner and/or occupier complies with the terms of this by-law; and
  - b. recover from the Owner and/or occupier all costs associated with administering and enforcing this by-law; and
  - c. exercise any rights available to the Owners Corporation against the Owner or occupier, jointly and severally, and the Owner and/or occupier, jointly and severally, agree to pay



the costs associated with such exercise including strata management and legal fees as a debt due to the Owners Corporation.

15. Any charge or payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
16. If a charge or payment required is not paid at the end of one month after it becomes due and payable, shall bear, until paid, simple interest at an annual rate of ten per cent (10%).

## **By-Law 27: Smoking**

### **PART 1**

#### **PREAMBLE**

1. This by-law is made pursuant to Divisions 2 and 3 of Part 7 of the *Strata Schemes Management Act 2015*.
2. The purpose of this by-law is to regulate Smoking on common property and/or lot property.

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

3. In addition to the definitions contained within by-law 1, in this by-law, unless the context otherwise requires or permits:
  - a. **“Smoke” or “Smoking”** means burning and/ or inhaling tobacco or any other substance by way of cigarettes, pipes, cigars and the like.
4. To the extent of any inconsistency between the by-laws applicable to Strata Plan No 90323 and this by-law, the provisions of this by-law shall prevail.

### **PART 3**

#### **GRANT OF POWER**

5. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate Smoking on common property and/or lots.

### **PART 4**

#### **RESTRICTIONS ON SMOKING**

6. An Owner or Occupier must not smoke on common property and must ensure that smoke does not penetrate to the common property or to any other lot.

### **PART 5**

#### **ENDURING OBLIGATIONS**

7. An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.
8. An Owner or Occupier must ensure that their invitees comply with the restrictions of this by-law at all times.
9. For the avoidance of doubt, this by-law does not apply to the Smoking of substances prohibited by the *Crimes Act 1900*.

### **PART 6**

#### **DEFAULT**

10. Should the Owner or Occupier 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. the Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt, 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.

## By-Law 28: Major and minor works approval programme

### PART 1

#### PREAMBLE

1. The purpose of this by-law is to:
  - a. Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
  - b. Delegate to the Strata Committee the power to approve Minor Works applications.

### PART 2

#### DEFINITIONS & INTERPRETATION

2. In addition to the definitions contained within by-law 1, in this by-law, unless the context otherwise requires or permits:
  - a. **Approved Form** means the form at Schedule 2 of the By-Laws for the Strata Scheme titled "Schedule 2 – Building Works Application Form" or as the strata committee may otherwise approve from time to time.
  - b. **Bond** means the amount of \$1,000.00 or an amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.
  - c. **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations.
  - d. **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
  - e. **Insurance** means:
    - i. contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
    - ii. insurance required under the Home Building Act 1989 (if any); and
    - iii. workers' compensation insurance.
  - f. **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
    - i. work involving structural changes;
    - ii. work requiring penetration to or removal of common property floors, walls and ceilings;

- iii. work that changes the external appearance of a lot, including the installation of an external access ramp;
  - iv. work involving waterproofing; and
  - v. any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- g. **Minor Works** has the same meaning as minor renovations as defined from time to time in the Act and the Regulations including but not limited to:
- i. renovating a kitchen;
  - ii. changing recessed light fittings;
  - iii. installing or replacing wood or other hard floors;
  - iv. installing or replacing wiring or cabling or power or access points;
  - v. work involving reconfiguring of internal walls;
  - vi. installing a security or alarm system in the interior part of the lot (which cannot be heard from outside the lot when activated);
  - vii. replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected.
- h. **Works** means Minor Works and Major Works.
3. To the extent of any inconsistency between the by-laws applicable to Strata Plan No 90323 and this by-law, the provisions of this by-law shall prevail.

### PART 3

#### CONDITIONS

4. 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. An Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.
5. Before Commencement of Works
- a. Prior to commencement of any Works, an Owner must submit to the strata committee:
    - i. a duly completed Approved Form;
    - ii. detailed specifications as to the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access; and
    - iii. Copies of any Insurance policies as relevant to the Works, if required.

- b. Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- c. On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

6. Minor Works

- a. If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- b. If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.
- c. The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

7. Major Works

- a. If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the strata committee.
- b. Before commencement of any Major Works, the Owner must:
- c. provide a complete proposal concerning the Major Works including but not limited to:
  - i. plans and specifications of the proposed works;
  - ii. specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
  - iii. a diagram depicting the location of or proposed installation points of all parts of the works;
  - iv. engineering plans and certifications if requested by the Owners Corporation;
  - v. any necessary approvals/consents/permits from any Authority; and
  - vi. a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);
- d. prepare and provide to the Owners Corporation:
  - i. a new by-law (as per "Schedule 3 –Works") under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

- ii. the owner's written consent to:
    - 1. the passing of the by-law; and
    - 2. be responsible for the maintenance, repair and replacement of the Major Works,
  - iii. where required, written consent of other affected owners to the passing of the by-law;
  - iv. such by-law (as per "Schedule 3 –Works") and form of consent (page 3 of "Schedule 3- Works") to be prepared substantially in the terms set out in Schedules "2" and "3" and to be considered at a general meeting of the Owners Corporation.
- e. pay for all costs of the Owners Corporation including:
- i. legal fees for reviewing the proposal;
  - ii. fees for convening any meeting to consider the proposal;
  - iii. any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
  - iv. registration fees for the by-law contemplated in clause 7(d)(i).
- f. a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building (if required including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- g. obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 7(d) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 7(d)(i) is passed by special resolution at a duly convened general meeting of the Owners Corporation.
- h. Upon receipt of a by-law under clause 7(d)(i) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses (inclusive).

## 8. **Reconfiguration**

- a. Where the Works include reconfiguration of walls the Owner must ensure:
- i. No reconfigurations alter or impinge on the structural integrity of the Building;
  - ii. No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
  - iii. Walls containing wet areas must not be reconfigured;
  - iv. Walls must not be added to create new wet areas; and

- v. A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.

## 9. Flooring

- a. Where Works involve the installation of a floor finish other than carpet:
  - i. before commencement of Works, the Owner must provide to the Owners Corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 9(a)(ii)(2) below;
  - ii. the Owner must:
    - 1. 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 an Owner or occupier of another Lot;
    - 2. ensure that the flooring is insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level  $L'_{nT, w}$  exceeding 40 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;
    - 3. following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation or strata committee may require, and if it does so, the Owner must provide the Owners Corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 7(f).

## 10. Ceiling renovations

- a. Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
  - i. not be commenced without prior written approval from the Owners Corporation or strata committee; and



- ii. be carried out in a tradesmanlike and professional manner and comply with fire safety standards.

11. Works generally

- a. Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:
  - i. access panels are not blocked;
  - ii. exhaust fans do not penetrate into the ceiling;
  - iii. hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

12. Notice

- a. At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- b. At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:
- c. the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
- d. the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

13. Compliant Works

- a. To be compliant under this by-law, Works:
  - i. must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
  - ii. must be manufactured, designed and installed to specifications for domestic use;
  - iii. must be in accordance with Australian Standards and the Building Code of Australia;
  - iv. for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- b. must be in keeping with fire safety standards.

14. During construction

- a. Whilst the Works are in progress the Owner of the Lot at the relevant time must:
  - i. use duly licensed employees, contractors or agents to conduct the Works;
  - ii. ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;

- iii. ensure the Works are carried out expeditiously and with a minimum of disruption;
- iv. carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8.00 AM to 12.00 PM Saturday or such other times reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- v. transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;
- vi. not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
- vii. not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;
- viii. not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- ix. not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- x. protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- xi. provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Tuesday or such other times reasonably approved by the Owners Corporation;
- xii. ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- xiii. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- xiv. observe all the other by-laws applicable to the strata scheme at all times; and
- xv. not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

15. After construction

- a. After the Works have been completed the Owner must without unreasonable delay:
  - i. notify the Owners Corporation that the Works have been completed;

- ii. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
  - iii. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
  - iv. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
  - v. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
  - vi. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.
- b. The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 12-15 immediately above have been complied with.
- c. Upon satisfaction of clause 15 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

16. Statutory and other requirements

- a. The Owner must:
- i. comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works;
  - ii. ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
  - iii. ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
  - iv. comply with the provisions of the Home Building Act 1989.
- b. The Works must:
- i. be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
  - ii. comprise materials that are good and suitable for the purpose for which they are used and must be new.

17. Enduring rights and obligations

a. An Owner must:

- i. properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- ii. properly maintain and upkeep those parts of the common property in contact with the Works;
- iii. repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- iv. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- v. ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- vi. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- vii. without derogating from the generality of clause 17(a)(vi) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 17.

- b. If the dilapidation report referred to in 7(f) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

18. Recovery of costs

- a. If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- i. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
  - ii. apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;
  - iii. recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
  - iv. recover any costs from the Owner as a debt due.

19. Essential Works

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential

Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or occupier (emergencies excepted).

20. Applicability

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

**Schedule 1 Pet Application Form**

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**PET APPLICATION FORM**

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Strata Plan 90323

Use this form if you wish to keep animals within your apartment. This form is to be construed according to the conditions in By-Law No 22 "KEEPING OF ANIMALS". Please ensure you have read and understood the documents before completing this form.

**OWNER DETAILS**

OWNERS NAME: .....  
UNIT/LOT NUMBER: .....  
CONTACT NUMBER(S): .....  
(please list all): .....  
EMAIL: .....

**PET DETAILS**

TYPE AND BREED OF PET: (eg. ....  
dog: corgi)  
NAME OF PET: .....  
DESCRIPTION OF PET (please .....  
include size/height, age, physical .....  
features etc): .....  
.....  
DETAILS OF BREEDER/RESCUE .....  
CENTRE (etc): .....  
.....  
VACCINATION DETAILS .....  
MICROCHIP DETAILS .....  
COUNCIL REGISTRATION .....  
NUMBER (for dogs and cats as .....  
required by NSW law)

I (the Applicant) \_\_\_\_\_ request the consent of the Owners Corporation to keep the above detailed pet on our property.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

- Checklist:
- Pet application form
  - Training certificate (if applicable)
  - Picture of the animal
  - Council registration certificate
  - microchip certificate
  - Veterinarian contact details (optional)
  - vaccination form

**Schedule 2 "Building Works Application Form"**

**STRATA PLAN 90323**

**BUILDING WORKS APPLICATION FORM**

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO 28 FOR MAJOR AND MINOR WORKS APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

**OWNERS NAME** \_\_\_\_\_ **UNIT/LOT NUMBER** \_\_\_\_\_

**CONTACT TELEPHONE** (list all).....

**EMAIL** .....

**LOCATION:**    KITCHEN         BATHROOM         TOILET         HALLWAY  
                    LIVING ROOM    BEDROOM         OTHER.....

**WORK**

**INVOLVES:**    PAINTING             TILING             FLOOR SURFACES    ELECTRICAL  
                    CEILING             AIRDUCTS         FIRE SPRINKLERS  
                    PLUMBING         MASONRY         WALL REMOVAL/PENETRATION  
                    COMMON PROPERTY ALTERATION    OTHER .....

**PREFERRED DATE OF WORKS**    STARTING...../...../.....    ENDING...../...../.....

**PLEASE ATTACH**         DETAILED DESCRIPTION OF INTENDED WORKS  
                                   AND EITHER:         PLAN BY ARCHITECT (if available)  
   OR:         ROUGH PLAN / DIAGRAM (provided by owner)

**BOND DEPOSIT:** Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Strata Committee acknowledges receipt: \_\_\_(SC initial)

**DEVELOPMENT APPLICATION**

I the undersigned hereby warrant that I have read the By-Law No 28 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

**OWNERS SIGNATURE:** ..... **DATE:**.....

**ADDITIONAL WARRANTIES (IF APPLICABLE)**

**STRUCTURAL** **ALTERATIONS:**  
 As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

**OWNERS SIGNATURE:** ..... **DATE:**.....

**CEILING** **CAVITY** **ALTERATIONS:**  
 As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

**OWNERS SIGNATURE:** ..... **DATE:**.....

### Schedule 3 "Works"

#### MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 90323 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot [redacted] to the common property on the terms and in the manner as set out in the by-law.

#### MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 90323 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

#### SPECIAL BY-LAW NO [redacted]

Lot [redacted] Works

#### PART 1

#### GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

#### PART 2

#### APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and clauses 5-20 (inclusive) of By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

#### PART 3

#### DEFINITIONS

- 3.1 In addition to the definitions in by-law 1 and by-law 28, the following definitions are also adopted:
- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:
- (i) \_\_\_\_\_; and
  - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
- all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) "Lot" means \_\_\_\_\_ in Strata Plan No 90323.
- (c) "Plans" means the plans/drawings prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

#### PART 4

#### CONDITIONS

4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

(a) The Owner must complete the Major Works by [insert date]. If the Owner has not completed the Major Works by [insert date] the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

- (i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and



(ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

**INSERT ANY ADDITIONAL/SPECIAL CONDITIONS**

**"Consent Form"**

**CONSENT UNDER SECTION 143  
STRATA SCHEMES MANAGEMENT ACT 2015  
STRATA SCHEME 90323**

TO: The Registrar-General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

I/We, \_\_\_\_\_, CONSENT to the making of a by-law conferring rights over the common property for the installation of \_\_\_\_\_ to be carried out by me/us as the owner/s of lot \_\_\_\_\_ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on \_\_\_\_\_ or any adjournment of that meeting.

Dated: .....  
Signature of \_\_\_\_\_  
Owner of Lot \_\_\_\_\_

cc: The Owners – Strata Plan No 90323

## By-law 29: Exhaust Extraction System

### PART 1

#### PREAMBLE

1.1 This by-law is made pursuant to Part 7 and section 9 of the Strata Schemes Management Act 2015.

1.2 The purpose of the by-law is to:

- (a) administer a programme for the appropriate day-to-day maintenance and repair of Exhaust Extraction Systems in the Building; and
- (b) ensure the passage or provision of exhaust services to a Lot is not interfered with.

### PART 2

#### DEFINITIONS & INTERPRETATION, BY-LAW TO PREVAIL

##### 2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015* as amended from time to time.
- (b) **Australian Standards** means any applicable Australian standards for the maintenance and Exhaust Extraction Systems including but not limited to those required under the Building Code of Australia.
- (c) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot and/or common property including the local council.
- (d) **Building** means the building(s) forming part of the Strata Scheme.
- (e) **Exhaust Extraction System** means the exhaust extraction system(s) providing exhaust services to and forming part of a Lot.
- (f) **Issues** means any issues with the Exhaust Extraction System including but not limited to noise or obstruction issues that interfere with the passage or provision of exhaust services.
- (g) **Lot** means any lot in strata plan 90323.
- (h) **Strata Scheme** means the strata scheme created upon the registration of strata plan 90323 and located at 14-18 Finlayson Street, Lane Cove in the State of New South Wales.

##### 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 the building manager, strata managing agent, any member of the strata committee or any person authorised by the owners corporation from time to time;
- (e) a reference to the owner includes that owner's, executors, administrators, successors, permitted assigns, transferees, tenant, contractor or employee;
- (f) a reference to an occupier includes that occupier's, contractor or employee;
- (g) references to legislation include references to amending and replacing legislation;
- (h) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme then this by-law shall prevail to the extent of the inconsistency; and
- (i) if any provision or part of a provision in this by-law whether 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 the relevant provision shall remain in full force and effect.

### **PART 3**

#### **GRANT OF RIGHT**

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions subject to the conditions under Part 4 of this by-law as follows:

- 3.1 The function of overseeing the day-to-day maintenance and repair of Exhaust Extraction Systems by owners and occupiers in accordance with Part 4 of this by-law;
- 3.2 The function of issuing notices to owners and occupiers when necessary to assist in the carrying out their respective and/or functions under this by-law and the Act in a form of the owners corporation's choosing;
- 3.3 The power to carry out all work required to be carried out by an owner or occupier under a condition of this by-law should the owner or occupier fail to carry out such work and to take all reasonable steps incidental to the performance of this function to the extent permitted by law; and
- 3.4 Without limiting the generality of the preceding three (3) clauses, the power to take all reasonable steps to uphold its statutory functions and responsibilities under the Act.

### **PART 4**

#### **CONDITIONS**

- 4.1 An owner or occupier is responsible for the ongoing maintenance and repair of the Exhaust Extraction System benefitting their Lot.
- 4.2 To enable the performance of its obligation under the preceding clause, owners and occupiers must:
  - (a) Inspect the Exhaust Extraction System and notify the owners corporation on a monthly basis of any Issues irrespective of whether they believe the owners corporation is already aware of the Issues;
  - (b) If necessary, engage a qualified contractor to comprehensively inspect the Exhaust Extraction System and ascertain the cause and extent of any Issues. The findings of the qualified contractor

is to be relayed to the owners corporation in writing within twenty-four (24) hours of the provision of such findings to the respective owner or occupier;

- (c) Maintain the Exhaust Extraction System to ensure that:
  - (i) the passage or provision of exhaust is not interfered with;
  - (ii) all applicable Australian Standards are complied with; and
  - (iii) there is no likelihood of any reasonably foreseeable damage arising to the lot or the common property attributable to the Exhaust Extraction System.
- (d) Repair the Exhaust Extraction System to the extent stipulated in the preceding clause; and
- (e) Take any other reasonable steps incidental to the performance of his/her obligation under clause 4.1.

4.3 An owner or occupier is not required to report to the owners corporation in accordance with clause 4.2(a) if no Issues exist.

4.4 The owners corporation may issue a notice to an owner or occupier to show cause if the owners corporation suspects on reasonable grounds that:

- (a) the provisions of this by-law have not been complied with; and/or
- (b) a part of the common property now requires maintenance and/or repair which is attributable to the function of an Exhaust Extraction System.

4.5 Owners and occupiers must not damage or otherwise interfere with any Exhaust Extraction System and must repair such damage immediately after it has occurred.

4.6 If a Lot is let or re-let, the owner of that Lot must:

- (a) Inspect the Exhaust Extraction System prior to the new occupier inhabiting the Lot and notify the owners corporation of any Issues;
- (b) Supply the occupier with a copy of this by-law and the preferred contact details for the owners corporation as soon as reasonably practicable; and
- (c) Notify the owners corporation of the change of occupants and provide it with the contact details of the new occupier.

## **PART 5**

### **ENDURING OBLIGATIONS**

5.1 Owners and occupiers:

- (a) must comply with the terms of this by-law and any notices of the owners corporation given under this by-law;
- (b) must ensure that its invitee(s) comply with this by-law;

- (c) shall indemnify and keep indemnified the owners corporation against any costs or losses arising out of the failure by that owner or occupier or any of their respective invitees to carry out or otherwise uphold an obligation under this by-law.

## PART 6

### DEFAULT BY OWNER

- 6.1 If an owner or occupier fails to comply with any obligation under this by-law, the owner corporation may:
- (a) by its agents, employees or contractors, seek consent to enter the respective Lot (except in the case of an emergency whereby consent is not required) to:
    - (i) determine if any works are required to be carried by the owners corporation pursuant to the Act; or
    - (ii) if in the case of an emergency, carry out all work that would otherwise have been required to be carried out by the owner or occupier under a condition of this by-law,
  - (b) recover the costs of such work from that owner or occupier as a debt due; and
  - (c) recover from the owner any further costs incurred by the owners corporation that fall within the scope of clause 5.1(c).

## **By-law 30: Recovery of Costs**

### PART 1

#### GRANT OF RIGHT

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to recover the costs of the owners corporation from an owner or occupier subject to the conditions under Part 3 of this by-law as follows:

- 1.1 the power to recover the costs of any third party fines, charges, invoices, penalties or change in insurance premium attributable to that owner, occupier or their respective invitee's breach of a by-law or circumstances resulting thereof;
- 1.2 the power to recover the costs and expenses incurred in connection with the instigation of Proceedings, or continuation and enforcement of a civil penalty pursuant to Part 7, Division 4 of the Act including the issuing of any notice(s) to comply; and
- 1.3 without limiting the generality of two clauses preceding, the power to recover the costs and expenses incurred in the prosecution, enforcement or preservation of rights under the by-laws applicable to the strata scheme.

### PART 2

#### DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 2015*.

- (b) **Court or Tribunal** means any Australian Court or Tribunal.
- (c) **Lot** means any lot in strata plan 90323.
- (d) **Order** means an order of any Court or Tribunal.
- (e) **Proceedings** means any application or action to any Court or Tribunal in Australia pursuant to the Act.

## 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) references to legislation include references to amending and replacing legislation;
- (e) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme then this by-law shall prevail to the extent of the inconsistency; and
- (f) if any provision or part of a provision in this by-law, whether 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 the relevant provision shall remain in full force and effect.

## PART 3

### RECOVERY OF LEGAL COSTS AND OTHER EXPENSES

- 3.1 In addition to any powers, rights, authorities, duties and functions conferred upon it pursuant to the Act, the owners corporation may recover as a debt from an owner or occupier all costs and expenses referred to in clauses 1.1 – 1.3.
- 3.2 Owners and occupiers indemnify and continue to indemnify the owners corporation for all costs and expenses referred to in clauses 1.1 – 1.3 incurred by it that are attributable to them or any of their respective invitees.
- 3.3 Without limiting the generality of clauses 3.1 and 3.2 hereof, the costs and expenses referred to in those clauses include, but are not limited to, the following:
  - (a) costs of any third party fines, charges, invoices, penalties or increase in insurance premium attributable to an owner or occupier or their respective invitee's breach of a by-law or failure to take steps to prevent the owners corporation suffering any reasonably foreseeable loss in connection with an obligation under a by-law including but not limited to the costs of repairing any damage to the common property;
  - (b) costs of issuing of any notice(s) to comply with a by-law pursuant to section 146 of the Act including those outlined in clause 3.3(f);
  - (c) costs and disbursements for the provision of legal advice, initiating legal action, defending legal action, or any other legal services incurred or expended by the owners corporation in the

prosecution or defence of any Proceedings under the by-laws applicable to the strata scheme, as are reasonably incurred and reasonable in amount;

- (d) costs and fees incurred in obtaining expert advice and reports, and for any expert to attend and give evidence in any Proceedings commenced or defended by the owners corporation relating to the recovery of the costs and expenses of enforcing the by-laws applicable to the strata scheme, as are reasonably incurred and reasonable in amount;
- (e) any strata managing agent fees, including any fees charged or disbursements incurred for sending account reminders, issuing information to and liaising with an owner, occupier or invitee, instructing lawyers, and attending to any work in relation to the recovery of outstanding amounts, interest and expenses, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due by any owner, occupier under the by-laws applicable to the strata scheme, and preparing and giving evidence in any Proceedings for collection of any amount due by any owner, occupier under those by-laws;
- (f) any debt collection agency fees for services provided, including initiating or defending legal action, in the recovery of any amount due under the by-laws applicable to the strata scheme;
- (g) costs of any inquiries made to ascertain the whereabouts of an owner, occupier or invitee or made in relation to same, any property of the owner, occupier or invitee or anyone associated or reasonably thought to be associated with the owner, occupier or Invitee;
- (h) any goods and services tax payable by the owners corporation on any expense recoverable from an owner or occupier pursuant to any by-law applicable to the strata scheme.

3.4 Costs and expenses recoverable under this by-law may be sought from an owner or occupier as a lump sum payment or in periodic instalments prior to the commencement of Proceedings in a Court or Tribunal.

3.5 Any amount that the owners corporation is entitled to recover under the by-laws applicable to the strata scheme and interest thereon, shall bear until paid simple interest at an annual rate of 10 per cent or, if the regulations under the Act provide for another rate, that other rate, unless:

- (a) the owners corporation has by special resolution determined (either generally or in a particular case) that this amount is to bear no interest; or
- (b) the owners corporation has, by special resolution, determined (either generally or in a particular case) that a person may pay 10 per cent less if the person pays the amount before the date on which it becomes due and payable.

3.6 A statement, notice or certificate issued by the owners corporation, its strata managing agent (if any) or the secretary of the executive committee about a matter or sum payable to the owners corporation (including under this by-law) is conclusive evidence of:

- (a) the amount;
- (b) any other fact stated in that statement, notice or certificate.

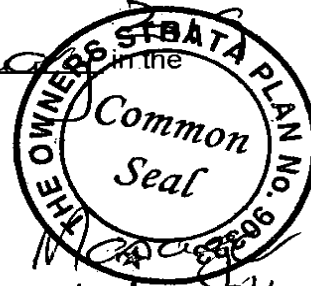
3.7 Each owner and occupier and the owners corporation acknowledges and agrees that any agreement to waive or reduce or to receive in instalments any amount due by an owner or occupier must be in writing, signed by the proper representative of the owners corporation, and have been properly authorised by the owners corporation by passing the relevant motions at a properly convened meeting. This clause does not apply to any orders of a Court or Tribunal.



The common seal of the Owners - Strata Plan No 90323 was affixed on 6th February in the presence of:

Signature(s): [Handwritten Signature]

Name(s): Marguerite Woodh - Strata Exec-Estate P/L



Being the person(s) authorised by section 273 of the *Strata Schemes Management Act 2015*

to attest the affixing of the seal.

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. <sup>90323</sup> hereby certifies that in respect of their strata scheme that;

\*(2) The initial period expired before the above date.

\*~~(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No. <sup>90323</sup> was hereunto affixed

^ <sup>6 February 2019</sup> in the presence of the following person(s) authorised by section

273 Strata Schemes Management Act 2015 to attest the affixing of the seal.



Signature: *[Handwritten Signature]*

Name: *Marceline Woodchuck*

Authority: *Strata Manager - Exec - Estate AL*

\* Strike through if inapplicable.

^ Insert appropriate date