

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AP540318B**

**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/SP 11354		
(B) LODGED BY	Document Collection Box <b>330B</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CODE <b>CH</b>
	Reference: F1112 436 650 - FOR		

- (C) The Owners-Strata Plan No. 11354 certify that a special resolution was passed on 01/06/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. BY-LAW 33  
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (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. 11354 was affixed on 12/09/2019 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: \_\_\_\_\_

Name: Lisa Branson \_\_\_\_\_

Authority: Duly Authorised Officer - BCS Strata Management P/L  
Strata Managing Agent

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_

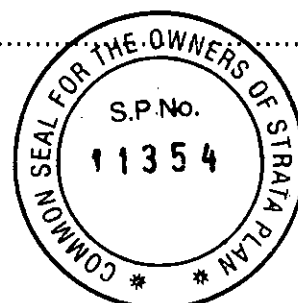


## ANNEXURE A

### STRATA PLAN 11354

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### **By-law 1 – Noise**

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

### **By-law 2 - Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### **By-law 3 – Obstruction of common property**

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

### **By-law 4 – Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

### **By-law 5 – Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

2. An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property

3. This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or 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, or
- (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
- (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

5. Despite section 62, the owner of the lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, 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, or other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

### **By-law 6 – Behaviour of owners or occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

### **By-law 7 – Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

### **By-law 8 – Behaviour of invitees**

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

### **By-law 9 – Depositing rubbish and other material on common property**

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

### **By-law 10 – Drying of laundry items**

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

### **By-law 11 – Cleaning windows and doors**

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

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or

(b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

### **By-law 12 – Storage of inflammable liquids and other substances and materials**

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

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **By-law 13 – Moving furniture and other objects on or through common property**

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

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

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

### **By-law 14 – Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **By-law 15 – Garbage disposal**

1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable materials or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which the garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

(e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

2. Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

3. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material must:

(a) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or 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 anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

4. Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

### **By-law 16 – Keeping of animals**

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

### **By-law 17 – Appearance of lot**

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10

### **By-law 18 – Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

### **By-law 19 – Preservation of fire safety**

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

### **By-law 20 – Prevention of hazards**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

### **By-law 21 – Provision of amenities or services**

1. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots;

- (a) security services
- (b) promotional services
- (c) advertising
- (d) commercial cleaning
- (e) domestic services
- (f) garbage disposal and recycling services
- (g) electricity, water or gas supply
- (h) telecommunication services (for example, cable television).

2. If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

*Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.*

### **By-law 22 – Controls on hours or operation and use of facilities**

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

- (a) That commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) That facilities situated on the common property may be used only during certain times or on certain conditions.

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

### **By-law 23 – Advertising signs**

1. (a) Owners shall not place or allow to be placed any advertising sign or other notice in or upon any part of any lot or of the common property so that the same shall be visible from the exterior of any lot without the prior written consent of the owners corporation and then only in such place or places and in such colour, size and style as shall be designated by the owners corporation.

(b) The owners corporation consent to all existing commercial signs affixed to the common property as at the date of the registration of the By-Laws on the condition that the sign be maintained by the proprietor of that lot and all maintenance costs be the responsibility of the lot owner.

2. If the advertising sign or other notice is a sign advertising the sale or lease of lots within the strata scheme then the advertising sign or other notice must be removed after six weeks from the date of any exchange of the contract of sale of land the subject of the sign.

3. An owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the advertising sign or other notice erected or attached by that owner on the common property and are liable for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the advertising sign or other notice to the common property by that owner and the responsibility to make good that damage immediately after it has occurred.

4. The owners corporation may take steps to carry out all work and may enter upon any part of the parcel to carry out that work and may recover the costs of carrying out that work from the respective owner if that owner fails to comply with any obligation under this by-law.

#### **By-law 24 – Air conditioning units**

A. All air conditioning units installed prior to the registration of this by-law shall be the responsibility of the owner of the lot in which the air conditioning unit is installed and that all repairs and maintenance of the air conditioning units shall be at the cost of that owner.

B. All air conditioning units installed after the registration date of this by-law shall be installed in accordance with the following;

1 Consent must be given in writing from the owners corporation.

2 Any air conditioning unit so approved:

(a) must be installed strictly in accordance with the direction of the owners corporation and in this regard the owners corporation shall have the power from time to time to adopt air conditioning specifications in relation to the installation of air conditioning units, and

(b) will remain the property of the respective owner and must be properly maintained and kept in a state of good and serviceable repair by the respective owner and/or replaced at the cost of the respective owner if considered necessary by the owners corporation.

3 Owners must:

(a) indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of their respective air conditioning units,

(b) accept liability for any damage caused to any part of the common property as a result of the installation of their respective air conditioning units to the common property and accept responsibility to make good that damage immediately after it has occurred, and

(c) acknowledge that if that owner fails to comply with any obligation under this by-law, then the owners corporation may take steps to carry out all work necessary to perform that obligation, may enter upon any part of the parcel to carry out that work and may recover the costs of carrying out that work from the respective owner.

(d) the owner of the lot must provide the owners corporation with details to include but not limited to the size, style, type, horsepower, installation site, waste water disposal system and decibel level generated from the unit to be installed.

(e) the air conditioning unit must be installed in a workmanlike manner and installation must be carried out during the hours of 9:00 am to 4:00 pm.

(f) the owner of the lot with be responsible for any building defects arising as a result of the installation of the air conditioning to common property.



(g) adequate provision must be made for disposal of waste water from the air conditioning unit.

(h) the cost of installation is the responsibility of the lot owner.

(i) that the air conditioning unit only be operated between the hours of Monday to Friday 7:00 am to 10:00 pm, and Saturday, Sunday and public holidays 8:00 am to 10:00 pm (*Noise Pollution Act*)

### **By-law 25 – Parking areas**

The lots in the parking areas of the building shall be used only for the purpose of housing motor vehicles (including cycles) and boats and trailers and shall be used for no other purpose except with the written approval of the owners corporation.

### **By-law 26 – Electronic delivery of notices**

A document or notice may be served by the owners corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

### **By-law 27 – Exclusive use of lots 11 & 12**

The proprietors for the time being of Lots 11 & 12 Strata Plan 11354 entitled to exclusive use and enjoyment of that part of the common property (therein called the "Service Area") subject to the following terms conditions;

(a) The proprietor of Lots 11 and 12 Strata Plan 11354 shall erect in a good and workmanlike manner and of the same materials presently used in the adjoining lots a wall of brick, glass and aluminium to separate the "Service Area" from the common property of Strata Plan 11354.

(b) The "Service Area" shall only be used as part of the shop premises conducted in Lots 11 and 12 of Strata Plan 11354.

(c) Such proprietor shall keep the "Service Area" clean and tidy and the glass areas cleaned.

(d) In the event that such proprietor defaults in the performance of any term or condition of this by-law and such default continues for a period of seven (7) days after notice thereof is given to him by the Secretary of the Body Corporate, then the rights and privileges conferred by this by-law may be terminated by resolution of the council of the Body Corporate.

### **By-law 28 - Noticeboard**

A council shall cause a notice-board to be affixed to some part of the building occupied by the secretary and there to be available for inspection by authorised persons between the hours of nine in the forenoon and five in the afternoon.

## **By-law 29 – Installation of signage (Wallis St and Wallis Lane)**

### **PART 1**

#### **PREAMBLE**

1.1 The purpose of this by-law is to:

- (a) delineate the owners corporation's power to install signage on behalf of the Owners;
- (b) provide the respective Owners with the special privilege to retain the signage and the right to exclusive use and enjoyment of those parts of the common property attached to or occupied by the signage, subject to the terms and conditions contained in Part 4 of this by-law.

### **PART 2**

#### **GRANT OF RIGHT**

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the respective Owner has the special privilege to retain the Signage (at the respective Owner's cost) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Signage, subject to the terms and conditions contained in Part 3 of this by-law.

### **PART 3**

#### **DEFINITIONS & INTERPRETATION**

##### **3.1 Definitions**

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 12-16 Wallis Street, Forster.
- (d) **Lot** means Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 13, Lot 14, Lot 15, Lot 16, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, Lot 61 and Lot 62 in the Strata Plan.
- (e) **Owner** mean(s) the owner(s) of the Lot.
- (f) **Plan** means the plan showing the Signage assigned to the Owners annexed to this by-law marked "A".
- (g) **Strata Plan** includes the following subdivision plans SP 11354, SP 40462 and SP 81147.
- (h) **Works** means the works to common property to be carried out by the owners corporation for the Owners. The works include, and are limited to, the following:
  - (i) the removal of existing signage on the north and south facing façades of the Building;
  - (ii) the installation of a maximum of eight (8) signs on the old garden level of the Building. The signs must:
    - be centrally positioned (vertically and horizontally);
    - be mounted flat against the façade;

- be manufactured to the same dimensions as the sign frame, with the sign mounted on the face of a frame;
- mounted on a frame, made out of square section steel tube measuring 50mm x 50mm x 2mm, and powder coated flat white;
- have a single mounting tab in the centre of both vertical frame sections;
- the external measurement of the signage will be 3.0m x 1.0m and to be retained on the frame with stainless steel screws;
- be manufactured from aluminium composite material with computer cut vinyl lettering or digital print;

on the area marked "A1" in annexure "B"

(iii) the installation of a maximum of six (6) signs (twelve [12] in total), equally spaced both east and west of the FORSTER TOWER lettering. All signage must:

- be to the same dimensions as the sign frame, with the sign mounted on the western face of the frame;
- be mounted on a frame is to be manufactured out of rectangular section steel tube, measuring 50mm x 30mm x 2mm that is powder coated flat white;
- show all lettering, numerals and artwork on both sides of the sign;
- be mounted by two (2) 12mm galvanized or stainless steel bolts. These bolts will pass through the vertical section (50mm width) of the frame, through the concrete parapet and be locked in position with washers and nuts;
- measure 1.3m (L) x 0.9m (H) The signage is to be retained on the frame with stainless steel screws/rivets and is to be manufactured from an aluminium composite material with computer cut vinyl lettering or digital print,

on the area marked "A2" in annexure "B".

(iv) the installation of five signs on the first floor of the south facing parapet facade **Wallis Lane** 1st floor south facing parapet façade. All signage must:

- be to the same dimensions as the sign frame, with the sign mounted on the western face of the frame The frame is to be manufactured out of rectangular section steel tube, measuring 50mm x 30mm x 2mm and be powder coated flat white;
- show all lettering, numerals and artwork on both sides of the sign
- be mounted by two (2) 12mm galvanized or stainless steel bolts. These bolts will pass through the vertical section (50mm wide) of the frame, through the concrete parapet and locked in position with a washer and nut from the walkway side of the vertical parapet wall;
- have an external measurement of 1.3m (L) x 0.9m (H);
- be retained on the frame with stainless steel screws and is to be manufactured from an aluminium composite material with computer cut vinyl lettering or digital print,

on the area marked "A3" in annexure "B".

The works include the restoration of lot and common property damaged by the same and all of which are to be conducted strictly in accordance with the provisions of this by-law.

(i) **Signage** means the signs installed by the owners corporation onto common property, and any signage authorised to be affixed to common property by the owners corporation from time to time.

### **3.2 Interpretation**

3.2.1 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) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

## **PART 4**

### **CONDITIONS PERTAINING TO THE OWNERS CORPORATION**

4.1 The owners corporation shall:

- (a) erect the Works on the common property; and
- (b) assume the cost of carrying out the Works.

4.2 The owners corporation must:

- (a) abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the Works and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements;
- (b) ensure that the Works are carried out in a proper and workmanlike manner;
- (c) ensure that the Works comprise of materials that are good and suitable for the purpose for which they are used;
- (d) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

### **CONDITIONS PERTAINING TO THE OWNERS**

#### **4.3 Enduring rights and obligations**

4.3.1 The Owner must:

- (a) not carry out any alterations or additions to the Signage (other than the maintenance, upkeep and replacement of the signage expressly approved under this by-law);
- (b) properly maintain, upkeep and replace the Signage in a state of good and serviceable repair;

(c) without limiting the generality of clause 4.3.1(b), ensure that if the Signage is replaced or repaired, that its replacement is commensurate to the Works carried out by the owners corporation;

(d) prior to repairing or replacing the Signage:

(i) obtain the owners corporation's written approval;

(ii) provide the owners corporation with plans and specifications of the repairs and/or replacement of the signs.

(e) properly maintain and upkeep those parts of the common property in contact with the Signage;

(f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Signage including their installation, repair, maintenance, replacement, removal and/or use; and

(g) repair and/or reinstate the common property or personal property of the owner's corporation to its original condition if the Works are removed or relocated.

4.3.2 Upon receipt of the plans and specifications in clause 4.3.1(d)(ii) hereto, the owners corporation shall determine, in its absolute discretion, whether the further specifications are required or if variations to the repair or replacement of the Signage is required.

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

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

(a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;

(b) recover the costs of such work from the Owner as a debt due;

(c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order; and

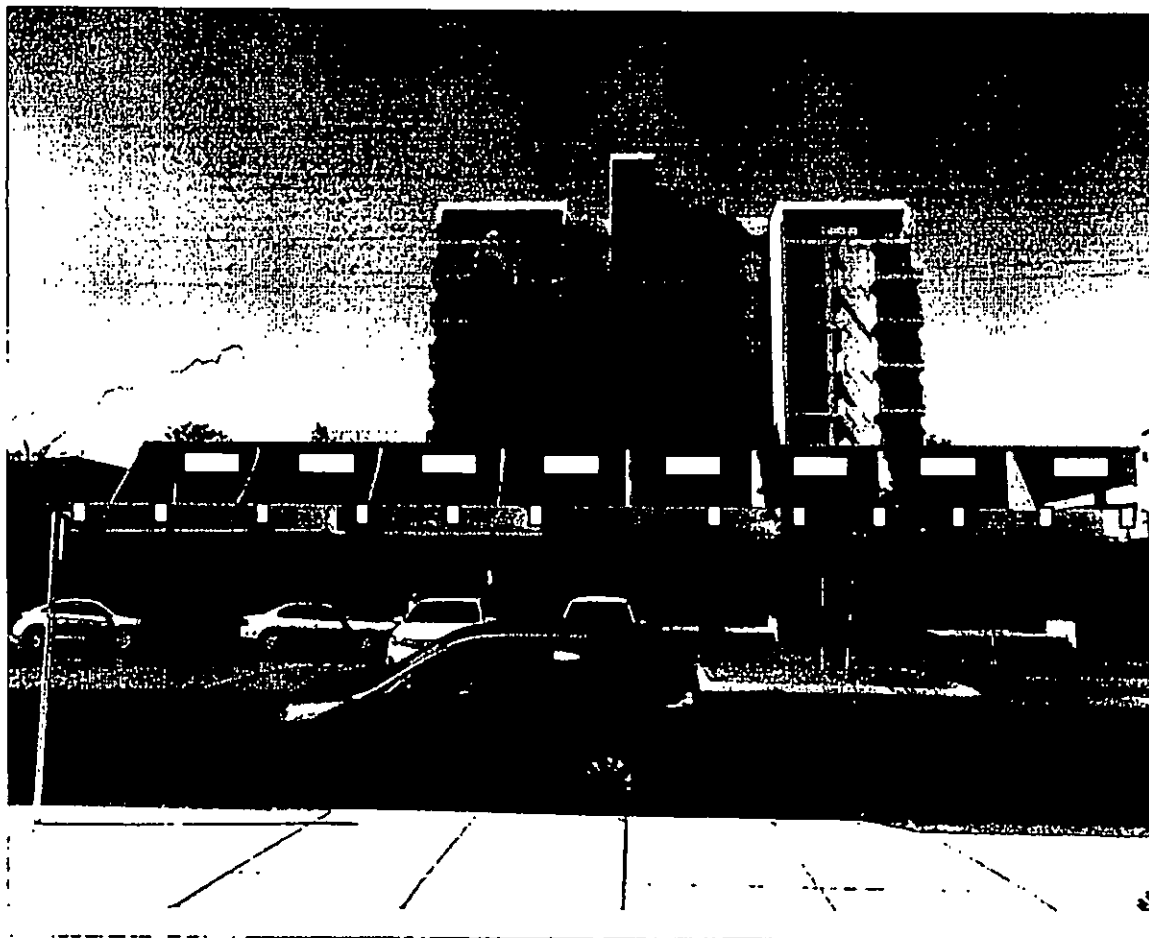
(d) apply the Bond towards the costs incurred by the owners corporation to carry out that work.

#### **4.5 Ownership of Works**

The Signage and Works will always remain the property of the owners corporation.

**PLAN A**

**ANNEXURE B**



## **By-law 30 – Signage (a frame and self supporting signs) incl flags, banners etc**

### **PART 1 GRANT OF RIGHT**

1.1 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.

### **THIS BY-LAW TO PREVAIL**

1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

### **PART 2 DEFINITIONS & INTERPRETATION**

#### **2.1 Definitions**

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 12-16 Wallis Street, Forster NSW 2428.
- (d) **Insurance** means the Owner or occupier's public liability insurance in the sum of \$10,000,000.00 (or more) specifically listing The Owners – Strata Plan 11354 as an interested party.
- (e) **Lot** means any lot in strata plan 11354.
- (f) **Owner** means the owner(s) of the Lot.
- (g) **Owners Corporation** means the owners corporation constituted by the registration of strata plan registration no. 11354.
- (h) **Signs** mean an "A" board portable, self-supporting sign.

#### **2.2 Interpretation**

2.2.1 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) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (e) any terms in the by-law will have the same meaning as those defined in the Act; and
- (f) references to legislation include references to amending and replacing legislation.

2.2.2 If any provision or part of a provision of this by-law may be read or interpreted in such a way as to be void, invalid or otherwise unenforceable, it is to be read or interpreted to avoid the provision or part of provision being void, invalid or otherwise unenforceable.

2.2.3 Despite anything contained in this by-law 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 CONDITIONS**

**3.1** Prior to placing any Signs on any part of common property, the Owner or occupier must:

(a) provide the following information to the Owners Corporation in respect of the proposed Sign:

- (i) the name and contact details of the Owner of the Lot;
- (ii) (if applicable) the name and contact details of the Occupier of the Lot;
- (iii) (if applicable) the name and contact details of the managing agent of the Lot;
- (iv) a diagram depicting the proposed location of the Sign;
- (v) specifications of the Signs (e.g. height, width, colours, material); and
- (vi) a copy of the Certificate of Currency for the Insurance in relation to the proposed Signs;

(b) obtain written approval (based on the information provided in clause 3.1(a)) from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;

(c) obtain all necessary approval/consents/permits from any Authority and provide a copy to the Owners Corporation;

(d) effect and maintain insurance.

### **3.2 Compliant Works**

To be compliant under this by-law, the Signs so approved must:

(a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;

(b) be placed adjacent to its respective lot, or such other area as approved by the Owners Corporation;

(c) not be of dimensions or materials that when erected could cause injury to any other persons using the common property;

(d) not extend more than 50cm into common and/or public thoroughfare, unless otherwise approved by the Owners Corporation;

(e) not exceed two (2) metres in height, unless otherwise approved by the Owners Corporation;

(f) must not damage any existing common property plant or shrub;



(g) be removed by the respective Owner or occupier after hours of business;

### **3.3 Enduring rights and obligations**

The Owner must:

- (a) not place any Signs on any part of common property (other than the Signs expressly approved under this by-law);
- (b) not vary the Signs (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c) properly maintain and upkeep the Signs in a state of good and serviceable repair;
- (d) use reasonable endeavours to have the Signs cause as little disruption as possible to other owners or occupier;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Signs (or their use) and will make good that damage immediately after it has occurred;
- (f) comply with all directions, orders and requirements of any Authority relating to the use and placement of the Signs;
- (g) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Signs including their installation, repair, maintenance, replacement, removal and/or use.

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

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

### **3.5 Ownership of the Signs**

The Signs will always remain the property of the Owner.

### **3.6 Applicability**

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

3.6.2 For the avoidance of doubt, the provisions and obligations of this by-law apply to all Signs placed on any part of common property prior to and after this by-law being made.

### **By-law 31 – Exclusive use lot 60**

#### **(a) Definitions**

(i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- (A) "Act" means the Strata Schemes Management Act 1996 (NSW);

(B) "Lot" means Lot 60 in the strata scheme;

(C) "Exclusive Use Area" means the area of common property located in the strata scheme at the southern and western side of the Lot and having the dimensions identified in Annexure 'A1';

(D) "Owner" means the owner for the time being of the Lot;

(E) "Works" means the installation of a door and windows in the Exclusive Use Area for the Lot.

(ii) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

### **(b) Rights and obligations**

The owner is conferred with:

- The exclusive use and enjoyment of the Exclusive Use Area described in Annexure A1;
- The special privilege in respect of the common property to carry out the Works on the Exclusive Use Area SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

#### **(i) Fee**

The rights conferred by this bylaw are free of any occupation fee, license fee, rent or payment;

#### **(ii) Indemnity and insurance**

The Owner shall indemnify the owners corporation against the following:

(A) any sum payable by the owners corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premium is the direct or indirect result of the use of the relevant area of the common property or of the Works;

(B) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;

(C) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s.65 of the Act or in exercising the power of entry for purposes of or related to such Works;

(D) any claims made against or expenses incurred by the owners corporation and arising out of or caused by the Works.

#### **(iii) Maintain common property**

(A) The Owner shall maintain and repair the Exclusive Use Area;

(B) The Owner shall keep the Exclusive Use Area in a good, clean and serviceable repair and condition;

#### **(iv) Owners fixtures**

(A) The Works shall be and remain an Owner's fixture;

(B) The Owner shall maintain the Works in a state of good and serviceable repair;

#### **(v) Statutory bylaws**

The Owner must comply with statutory bylaw 17 (re appearance) at all times;

#### **(vi) No assignment**

The Owner must not assign, sub-let or part with possession of the Exclusive Use Area or any part thereof;

#### **(vii) Legislation**

Nothing in this bylaw shall be construed so as to release any Owner or occupier of the Lot from the obligation to comply with the Act, Regulations or the bylaws applicable to the strata scheme;

#### **(viii) Bylaw default**

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein, then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the Lot for that purpose at any reasonable time on notice given to any occupier or Owner of the Lot and may recover the costs of fulfilling such condition as a debt from the Owner.

#### **(ix) Installation times**

The Owner must cause the Works to be carried out so as to cause minimum disturbance and inconvenience to owners or occupiers of other lots in the strata scheme and only between the hours permitted by the local council for the carrying out of the Works.

#### **(x) Licensed contractor**

The Owner must undertake the Works by a contractor who is duly licensed and holds the usual insurances for the carrying out of the Works.

#### **(xi) Damages**

The Owner must repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this bylaw.

#### **(xii) Local Council approval**

The Owner must obtain all necessary consents and approvals for the works from the local council before such works are commenced.



Coastplan Consulting  
 Structural Engineering  
 12/13 Wallis Street, Forster NSW 2428  
 Phone: (02) 6555 2178  
 Fax: (02) 6555 2741

Suite 4, 11 Manning St  
 TUNCURRY NSW 2428  
 PO Box 568  
 FORSTER NSW 2428  
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 Fax: (02) 6555 2741

1 June 2016

Mark Morris Solicitors & Conveyancers  
 1<sup>st</sup> floor, 27 Wharf Street  
 FORSTER NSW 2428

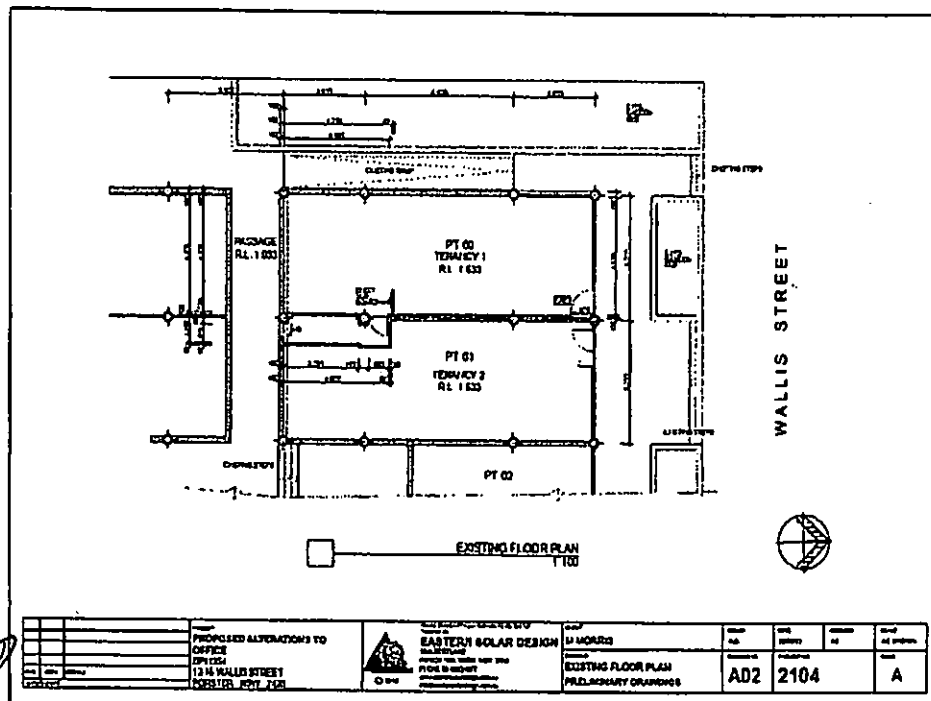
Our Ref: 15225

Dear Mark,

**RE: PROPOSED ALTERATION TO OFFICE – LOTS 12 & 19 WALLIS STREET, FORSTER**

Mark Morris has engaged Coastplan Group to undertake investigation and reporting on the structural issues associated with the proposed alteration to the office as referred to above. This letter deals with two issues: the first is the construction of the stairs; and the second is the removal of parts of the walls along the western side of the office.

Following are the details of the proposed alterations as prepared by Eastern Solar Design.

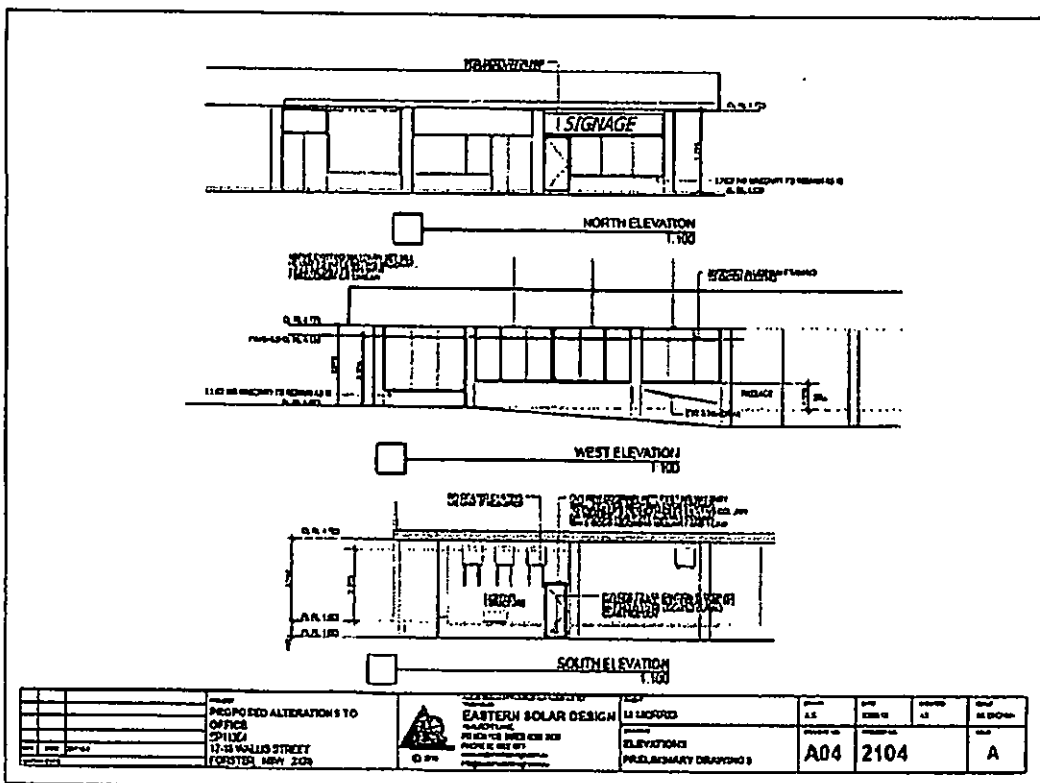
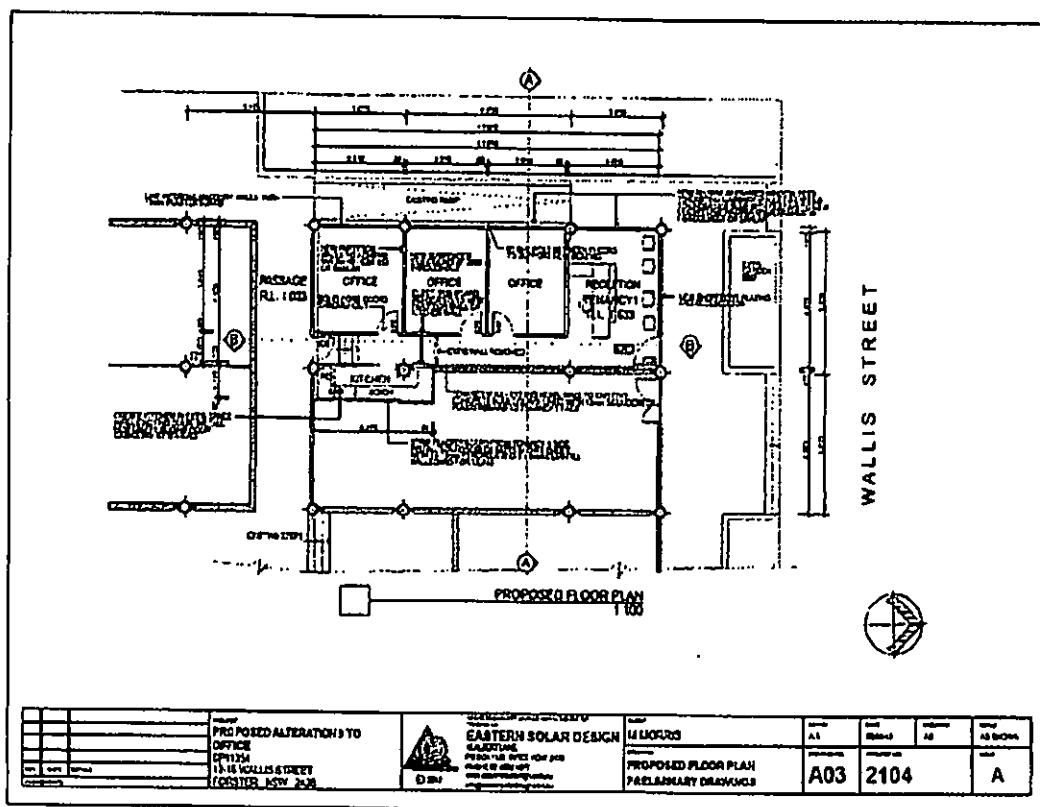


Coastplan Group Pty Ltd ACN 114 229 062

(15225) Morris

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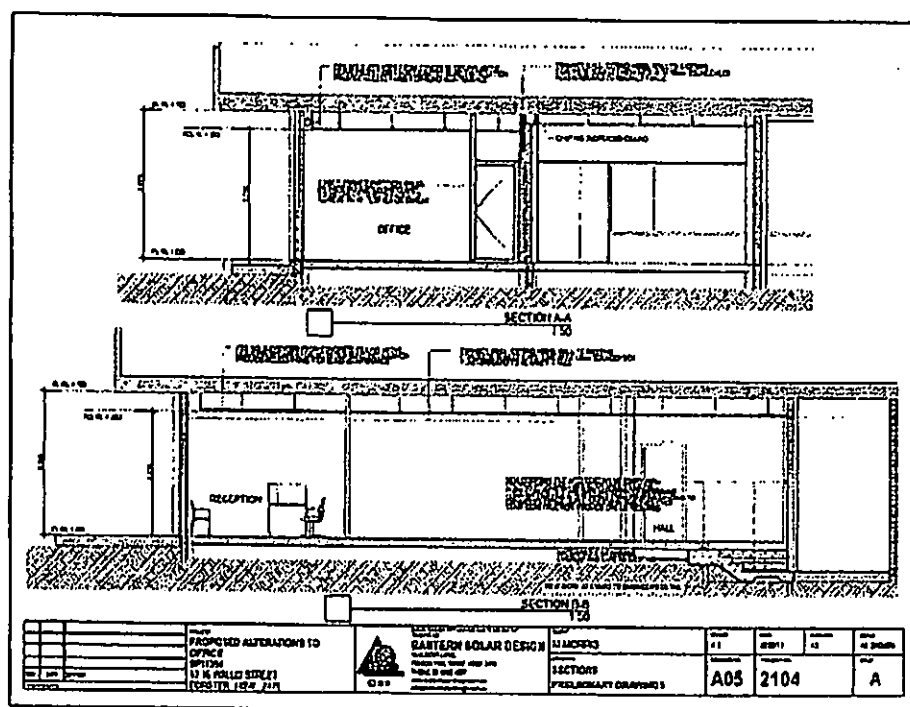
1 June 2016



(15225) Morris

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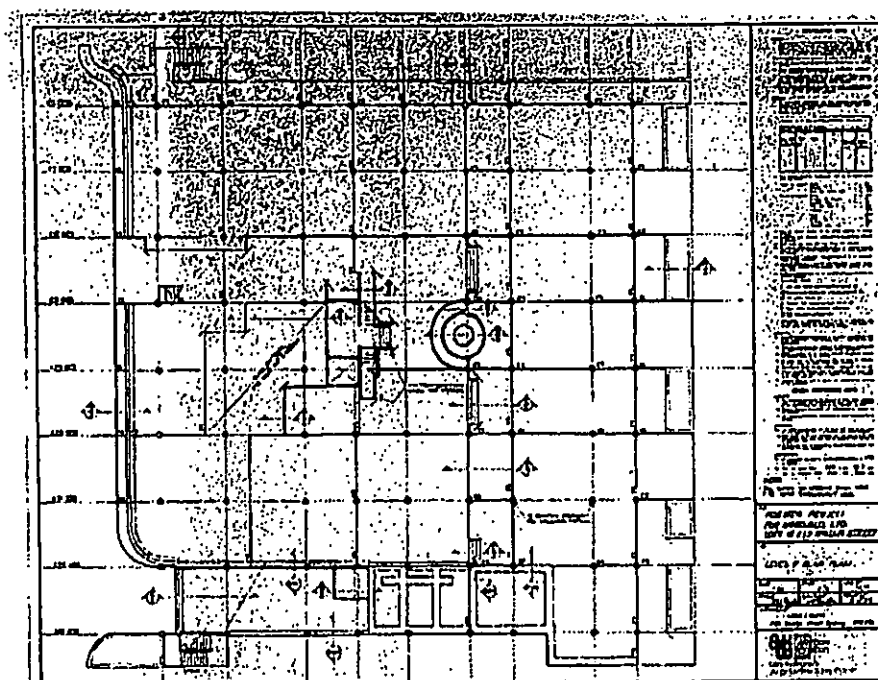
1 June 2016



Source: client

Access was obtained on 30 May 2016 to the structural drawings record of the existing building as prepared by Smith deKantow Wholohan and Grill.

The following drawing is an extract of the level 2 slab plan.



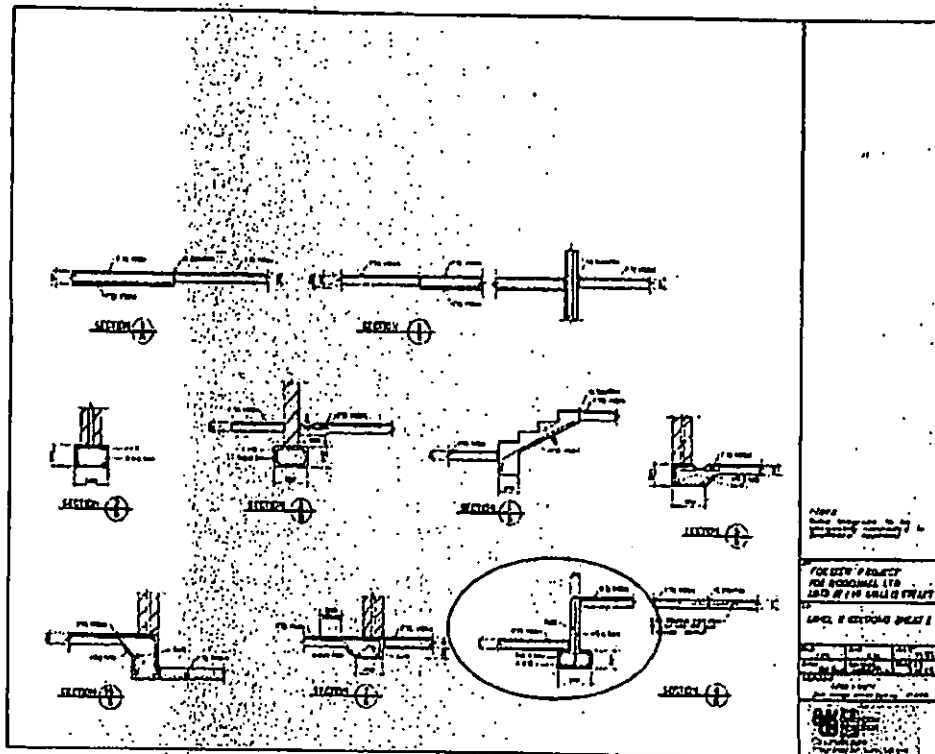
Source: client

(15225) Morris

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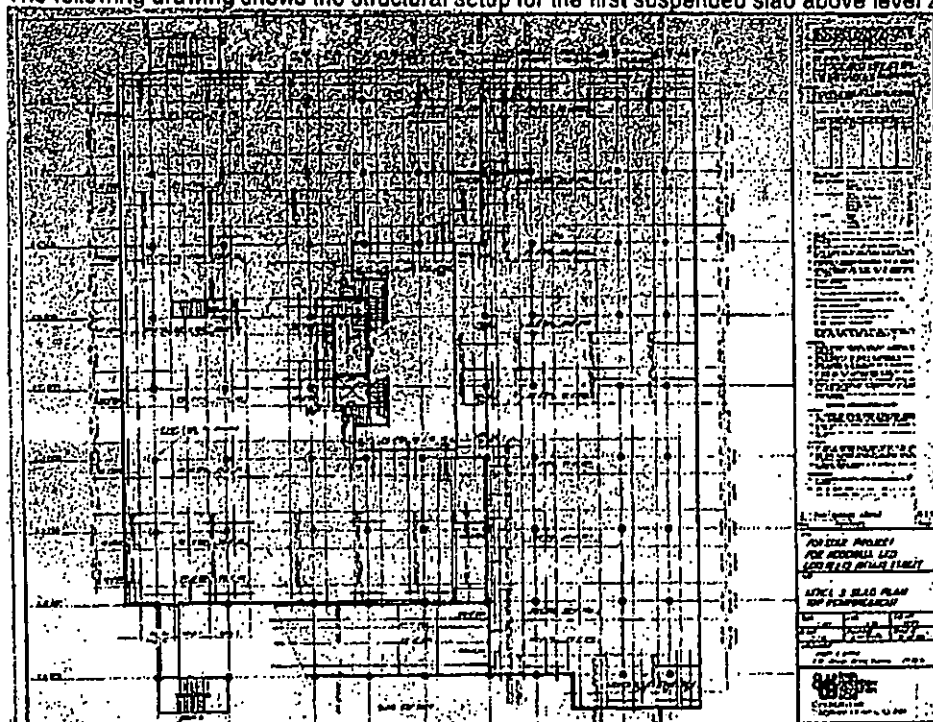
1 June 2016

The following drawing, at Section 8/6, may represent the cross section of the passage near the office as it currently exists. It should be noted that drawing numbers and cross section numbers do not correlate.



Source: client

The following drawing shows the structural setup for the first suspended slab above level 2.



Source: client

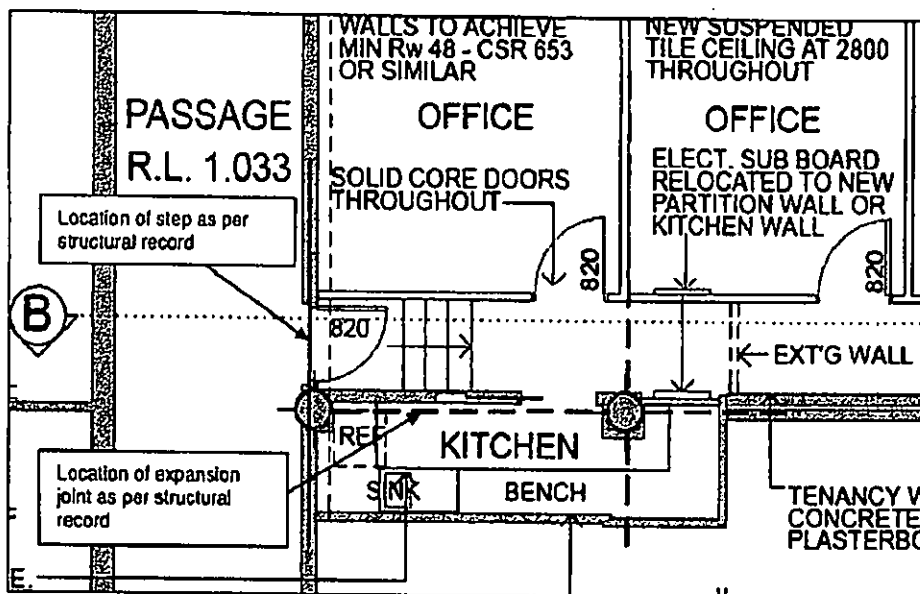
(15225) Morris

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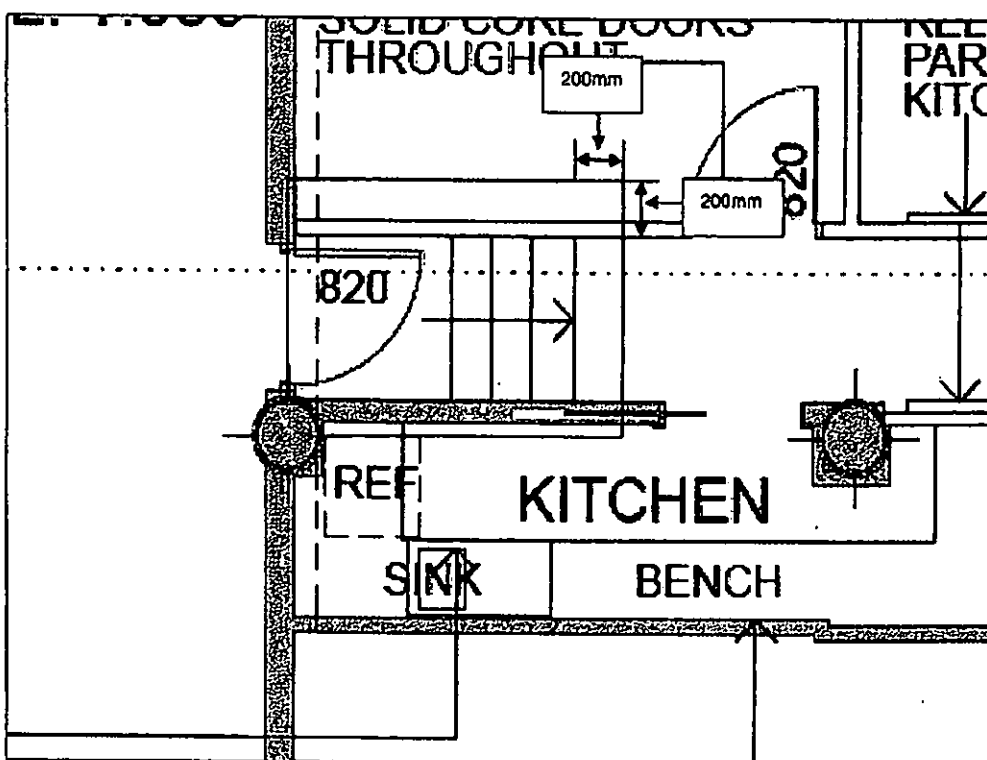
### Construction of stairs:

As shown on the details of the level 2 slab plan which is shown earlier in this letter, the proposed stairs will be in close proximity to an expansion joint along the proposed kitchen room and along the existing step between the existing slab and the passage. The following sketch shows the location of the proposed stairs in relation to the expansion joint and the step.



Source: client (red markings added by Coastplan Group)

Based on the structural record the existing floor-slab is considered an infill slab between the columns. The following sketch shows the extent of the section of the slab to be removed.



Source: client (red markings added by Coastplan Group)

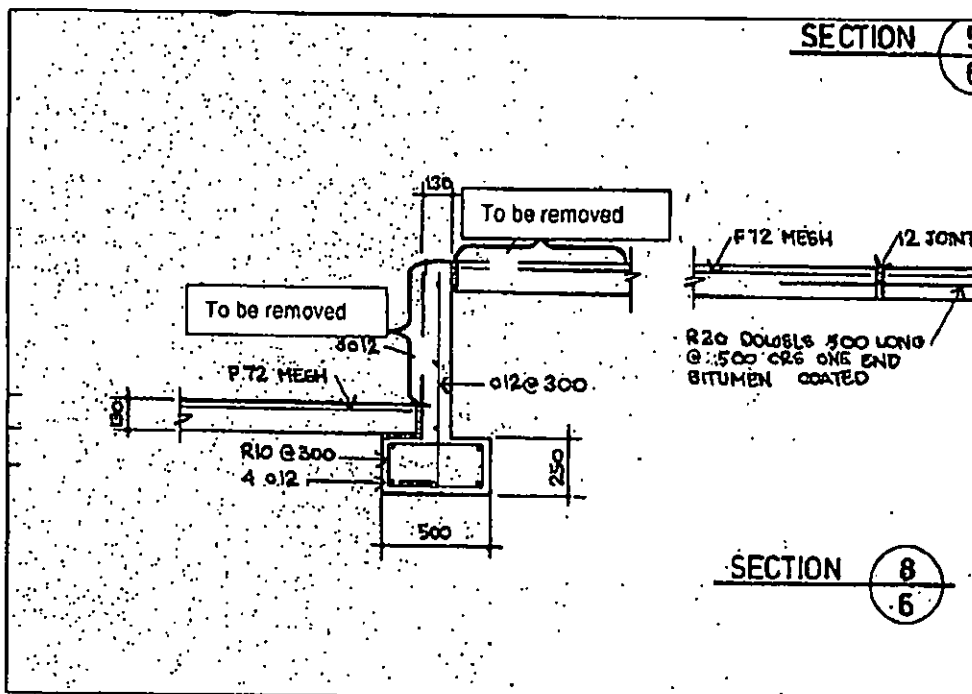


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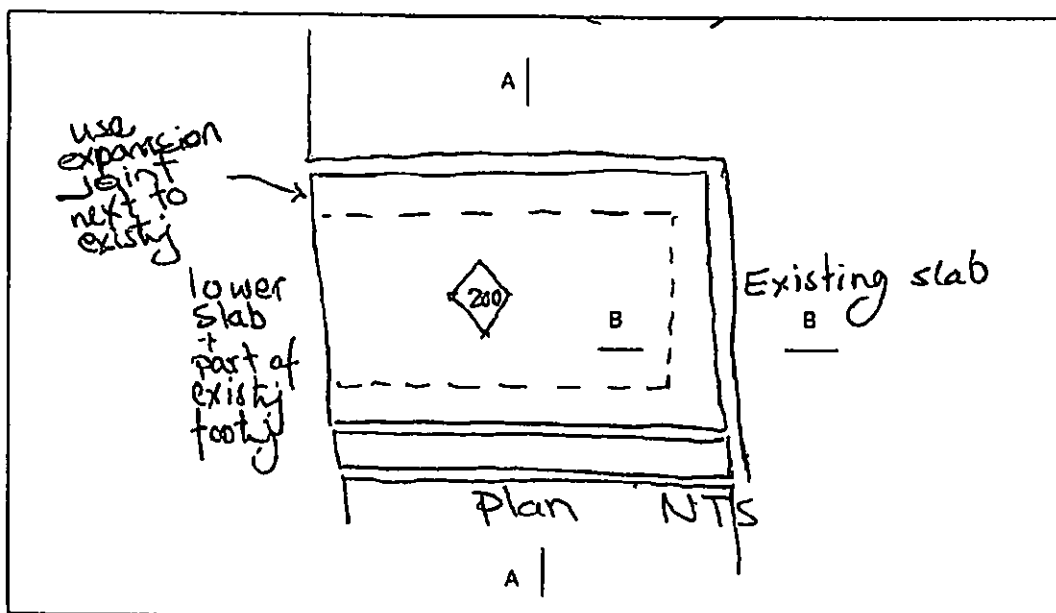
The following section shows the extent of the slab to be removed at the step next to the passage.



Source: client (red markings added by Coastplan Group)

It is possible that the removal of the slab may disturb a small extent of the soil below the slab next to the cut walls. Should this be the case it may be necessary to grout behind the proposed blockwork as the blocks are being placed.

The following sketch plan shows the proposed structural work to be undertaken to create the step.



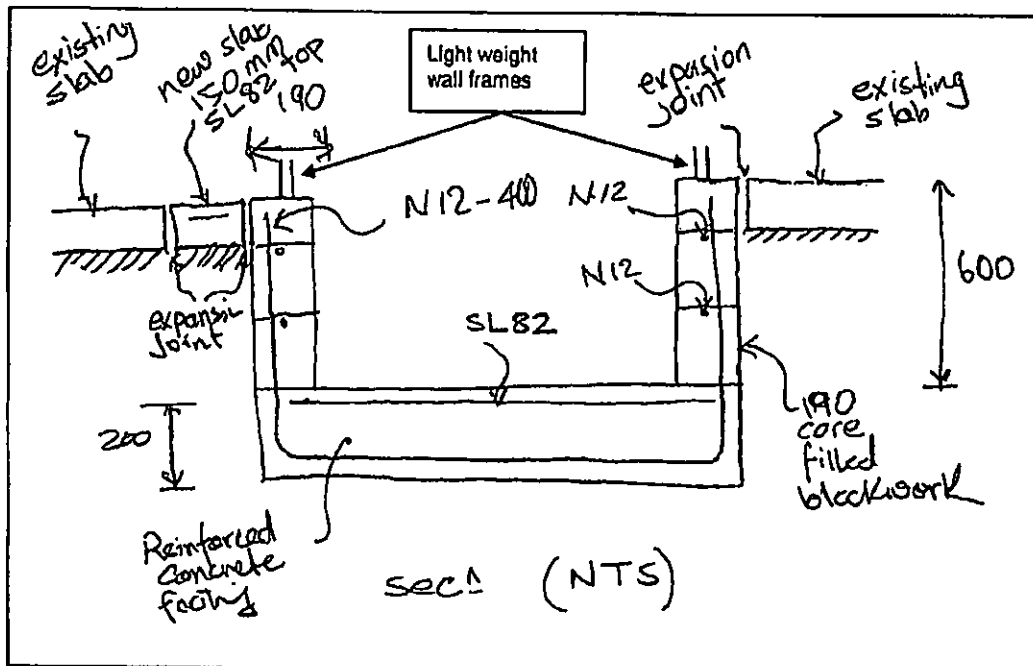
Source: Coastplan Group

(15225) Morris

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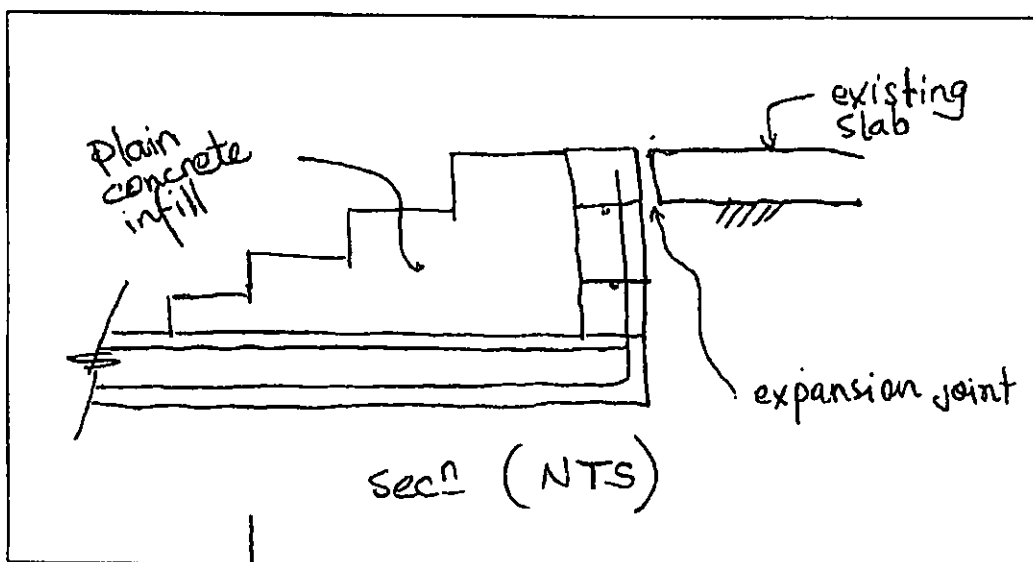
1 June 2016

The following sketch shows the cross section at AA of the proposed structural work to be undertaken to create the step.



Source: Coastplan Group

It should be noted that the actual steps will be an infill plain concrete step structure next to the retaining wall, as shown on the following cross section BB sketch.



Source: Coastplan Group

It should be noted that the waterproof membrane will need to extend under the proposed step structure and link to the membrane under the existing slab where the stairs join the existing.

(15225) Morris

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1 June 2016

The following notes relate to the construction of the footing slab and block work.

- These details shall be read in conjunction with Architectural drawings, and with such other written instructions as may be issued during the course of the project. Any discrepancy shall be referred to the Architect for decision before proceeding with the work.
- All materials and workmanship shall be in accordance with the requirements of the current SA codes including all amendments and the by-laws and ordinances of the relevant building authority, except where varied by the project specification.
- Concrete quality in accordance with AS3600-2001 Concrete Structures.
- Concrete grade: Footings slab: 25MPa
- Waterproof membrane 0.2mm thick lapped 200 at joints, unpunctured and taped to seal, shall extend continuously below the whole slab and footings.
- Slab is to sit on 50mm compacted sand bed.
- Footings have been designed assuming the equivalent to site classification "M". Minimum bearing capacity shall be 100kPa minimum. Foundation material shall be approved for the bearing pressure before placing membrane, reinforcement or concrete.
- The structural work shown on these drawings has been designed for the following live loads:  
FLOORS 3.0 kPa
- All reinforcement fabric shall comply with AS4671 and shall be supplied as flat sheets. Slab fabric shall be lapped by one full panel of fabric so that the two outermost transverse wires of the sheet being lapped.
- Place sufficient bar chairs under bottom reinforcing rods and top crossrods in slabs to allow them to be supported in their correct positions during concreting.  
Cover: 20mm top for footing slab/beam (interior), 40mm top for footing slab (exterior), and 30mm bottom for footing beams.
- Termite protection shall comply with AS3660.1-2000.
- Moisture protection shall be to BCA requirements.
- The timber floor framing details shall be obtained and confirmed prior to construction of footing.
- Mortar for concrete blocks shall be type M4.
- Masonary units shall have minimum of 15 MPa characterisitics unconfined compressive strength.
- Grout shall have a characteristic cylinder compressive strength of 20 MPa.
- Concrete strength for filling cores is 20 MPa

**Removal of parts of the western walls:**

Based on the supplied structural record and observation on site, the existing walls in between the columns are considered, in my opinion, to be infill walls, which means that the walls are not load bearing. The removal of parts of the walls would not, in my opinion, require any lintels to support the slab above.

The following photograph shows a typical wall taken from inside the existing office.

NB: PHOTOGRAPH REMOVED AS PER NSW LAND REGISTRY SERVICES LEGISLATION

If you have any questions regarding the above please do not hesitate to contact me.

Yours faithfully



**HANY IBRAHIM**  
BEng MIEAust CPEng  
Coastplan Group Pty Ltd  
email: hany@coastplan.com.au

Disclaimer: Coastplan Group Pty Ltd had no involved in the design or construction of the existing building.

## **By-law 32 – Smoke penetration**

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **By-law 33 – Past works (lot 55)**

### **PART 1**

#### **PREAMBLE**

1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.

1.2 The purpose of the by-law is to regulate the Past Works to the Lot and common property as set out in this by-law.

1.3 The rights conferred by the by-law shall enure for the benefit of the owner.

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

##### **Definitions**

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

- (a) **Act** means the *Strata Schemes Management Act 2015*;
- (b) **Building** means the building located at 12-16 Wallis Street, Forster NSW 2428;
- (c) **Lot** means lot 55 in Strata Plan No 11354;
- (d) **Past Works** means the work already undertaken on the Lot and common property, including but not limited to:
  - (i) installation of toilets, a bar, washing up sinks, floor waste and any other plumbing or drainage components;
  - (ii) the construction of a false concrete slab above the pre-existing slab to enable sewage and other drainage works to be installed within the false concrete slab;
  - (iii) any tiling and waterproofing works to the false concrete slab;
  - (iv) adding of fittings, tapware and fixtures; and
  - (v) any ancillary work to the above.

##### **Interpretation**

2.2 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) 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;

(g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 11354 and this by-law, the provisions of this by-law shall prevail; and

(h) 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.

## **GRANT OF RIGHT**

3.1 Subject to Part 4 of this by-law, the owner shall have:

(a) exclusive use and enjoyment of those parts of the common property occupied by the Past Works; and

(b) a special privilege to retain the Past Works to and on the common property.

## **PART 4 CONDITIONS**

4.1 To the best of their knowledge, the owner warrants to the owners corporation that the Past Works:

(a) were carried out with due care and skill;

(b) were carried out in compliance with the *Home Building Act 1989* or any other applicable law;

(c) comprise of materials that are good and suitable for the purposes for which those materials were used; and

(d) were carried out by persons who were properly qualified to carry out such works.

4.2 The owner must:

(a) not carry out any alterations or additions or do any work other than the Past Works unless applied for and approved by the owners corporation in accordance with the Act;

(b) properly maintain and keep in a state of good and serviceable repair the Past Works and any part of the common property affected by the Past Works and, where necessary, replace and renew, the Past Works and those parts of the common property affected by the Past Works;

(c) promptly rectify any damage to the common property and to any other lot in the Building arising out of, caused by or in connection with the Past Works.

(d) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Past Works; and

(e) do all things necessary to restore the common property to a reasonable condition if the Past Works are removed or altered and in those circumstances, the warranties in this clause would apply to such works.

## Ongoing Responsibilities and Indemnity

4.3 The owner must provide the owners corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the owners corporation.

4.4 The Past Works shall remain the property of the owner.

## Cost of By-law, Approvals and Certification

4.5 The owner shall be responsible for all costs associated with the Past Works and any work required to be undertaken by the owners corporation pursuant to this by-law, including but not limited to:

- (a) the drafting and consideration of this by-law;
- (b) approving any plans, drawings or other documentation for the Past Works; and
- (c) obtaining and considering any certification in relation to the Past Works.

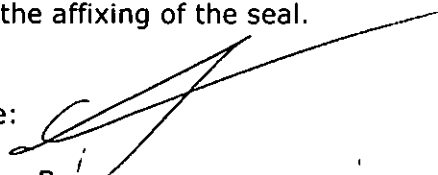
## Default

4.6 Should the owner fail to comply with any obligation under this by-law:

- (a) the owners corporation may request, in writing, that the owner complies with the terms of the by-law and the owner must take all reasonable steps to comply with the owners corporation's request;
- (b) without prejudice to any other rights, the owners corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the owner's breach of this by-law;
- (c) the owner shall indemnify the owners corporation against any liability, costs, loss or expense incurred by the owners corporation should the owners corporation be required to carry out any work to rectify the owner's breach of this by-law; and
- (d) the owners corporation may recover from the owner, as a debt in a forum of competent jurisdiction, all of the owners corporation's reasonable costs incurred by the owners corporation arising out of or in relation to the owner's 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.

The seal of The Owners – Strata Plan No. 11354  
was affixed on 12 September 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:



Name: Lisa Branson  
Authority: Duly Authorised Officer  
BCS Strata Management P/L  
Strata Managing Agent

