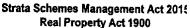
Form: 15CH Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales





AQ78452W

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)		For the common property CP/SP14801		
(B)	LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS DX 11508 SYDNEY DOWNTOWN TEL NO.: 9284 2700 Reference: 201058	СН

(C) The Owners-Strata Plan No. 14801

certify that a special resolution was passed on 22/11/2019

- (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- (E) Repealed by-law No. NOT APPLICABLE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. SPECIAL BY-LAW 2
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

SEE ANNEXURE "A" ATTACHED 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. 14801 was affixed on The Horal Oction 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:

Authority: STRATA MANACER

Signature:

Name:

Authority:

Gammon Seal So

"A"

STRATA PLAN NO 14801 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





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STANDARD BY-LAWS SP 14801

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.

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- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

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.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 Drying of laundry items

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



11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

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.

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and



- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Notice board

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

19 Change in use of lot to be notified

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



SPECIAL BY-LAWS STRATA PLAN NO 14801

1. Special By-Law 1: Works to Lot 5

2. Special By-Law 2: Works to Lot 9

Special By-Law 1: Works to Lot 5

On the conditions set out in this by-law, the owner for the time being of Lot 5 ("the owner") shall have a special privilege in respect of the common property to undertake, and thereafter to maintain for his exclusive use and enjoyment, the alterations and additions described in the drawings of Barry Evans & Associates dated 26 June 1999, a copy of which forms an exhibit to the minutes of meeting at which this by-law is made, and incorporating:-

- The removal of a built-in wardrobe unit to bedroom 1;
- ii) The installation of an ensuite to bedroom 1 and related services; and
- iii) The removal of a wall and installation of a beam over; and

The undertaking of these alterations and additions and making good is referred to in this bylaw as "the works".

Conditions:-

- 1. Before commencing the works, the owner must furnish the Owners Corporation with the following:-
 - A copy of all requisite approvals of the local Council to the works, including all conditions of approval, plans, drawings, specifications and notes;
 - A copy of a Contractors All Risk Insurance policy which includes public liability cover of not less than \$10,000,000 in respect of any claim, and evidence that it is current and that the interest of the Owners Corporation is noted on the policy; and
 - iii) A duly qualified engineer's certificate addressed to the Owners Corporation that the works will not affect detrimentally the structural integrity of the building or any part of it.
- 2. In exercising the special privilege conferred by this by-law, the owner must:-
 - Engage contractors who are duly licensed under the provisions of the Home Building Act 1989;
 - ii) Undertake the works in a proper and skilful manner, using proper and bestquality materials, and so as to incorporate the beam specified by H Riveros &



Associates in Beam Plan S1 dated 2 June 1999, a copy of which forms an exhibit to the minutes of meeting at which this by-law is made.

- iii) Comply with all conditions of consent of the local Council; and
- iv) Undertake the works in accordance with the Building Code of Australia and all applicable Australian Standards.
- The owner may not vary the works except in accordance with the written approval of the Owners Corporation.
- 4. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the , the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 5. The owner must maintain the alterations and additions installed pursuant to this by-law in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- 6. The owner must not obstruct or impede nor allow the obstruction or impediment of the common areas of the strata scheme in the course of the works, by building materials, tools, machinery or debris.
- 7. The owner must give to the residents of other lots in the building not less than 72 hours notice of any demolition work or of any disruption to the services to the building.
- On completion of the works, the owner must provide the Owners Corporation with a diagram of the drainage and plumbing services and electrical circuitry installed or altered in the works, certified by the contractor who undertook the works.
- The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of other lots in the strata schemes.
- The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the works had not been undertaken.
- 11. The owner must meet all reasonable expenses of the Owners Corporation, including reasonable legal expenses incurred in the making and registration of this by-law.



Special By-Law 2: Works to Lot 9

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 confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- 1.3 The rights conferred by the Special By-Law shall ensure 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) 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) **Building** means the building situated at 58 Macintosh Street, Forster NSW 2428;
 - (d) Lot means lot 9 in Strata Plan No 14801;
 - (e) Owner means the owner for the time being of the Lot;
 - (f) Works means the works to be undertaken by the Owner as indicated in the plan by RPE Engineering Services entitled "Drawing no. 19074-1" dated 28 May 2019 and plan by Barry Evans & Associates entitled "Concept Plan – Renovations" dated 1 October 2019 at Annexure A hereto, including but not limited to the following:



- (i) Provision and installation of new ensuite and built-in-wardrobe in Bedroom 1 including waterproofing works, fittings and fixture to the ensuite and floor and wall coverings;
- (ii) Renewal, alteration, removal, decommission and installation of water, drainage, sewerage and plumbing pipe works for the Lot to support ensuite in Bedroom 1;
- (iii) Demolition of kitchen, kitchen fittings and fixtures including walls as indicated in Annexure A;
- (iv) Installation of new kitchen, kitchen fittings and fixtures including new walls and re- configuration as indicated in Annexure A;
- (v) Reverse swing of entry door as indicated in Annexure A;
- (vi) Installation of new shelves and column as shown;
- (vii) Installation of new suspended ceilings (2.4 metres high);
- (viii) Installation of new air-conditioning system to service the Lot including works on ducting, pipes, and vents as indicated in Annexure A;

together with the restoration of Lot, other lot and common property incidental to the above or otherwise damaged by the works in accordance with the provisions of this by-law and PROVIDED ALWAYS THAT:

- (ix) The Works do not and will not overload common property, common property services (within their current respective capacities designated for the Lot) and under no circumstances will damage or interfere with the structural integrity and net load bearing characteristics of the Lot, any other lot, the Building;
- (x) The Works must ensure that (where the works situates) there is, and will be, no water escape or water penetration into the Lot, other lot or common property by reason of or in connection with the Works and that obligation will include the carrying out of all appropriate waterproofing works, use of appropriate waterproofing membranes and inspections;
- (xi) The Works are and will be subject to and comply with all applicable laws at all times including fire rating and characteristics of the entry door.



Interpretation

- 2.2 In this by-law, unless the context otherwise requires or permits:
 - (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 14801 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.

PART 3 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 Works; and
 - (b) a special privilege to carry out the Works to and on the common property.

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PART 4 CONDITIONS

Before commencement

- 4.1 Before commencing the Works, the Owner must submit the following to the Owners Corporation, for the Owners Corporation's approval:
 - (a) details of the proposed dates of commencement and completion of the Works;
 - (b) all completed plans for the Works;
 - (c) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the Home Building Act 1989 where applicable; and
 - (iii) Workers compensation insurance;
 - (d) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
 - (e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the Environmental Planning and Assessment Act 1979; and
 - (f) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Building which may be affected by the Works; and



- (g) upon request by the Owners Corporation, a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Building.
- 4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation:
 - (a) suitable times and method for the Owner's contractor to access the Building; and
 - (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

- 4.3 In performing the Works, the Owner must:
 - (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
 - (b) protect all areas of the Building, both internal and external to the Lot, from damage:
 - (i) by the Works;
 - (ii) by the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) by the removal of any part of the Works.
 - (c) keep all areas of the Building outside the Lot clean and tidy;
 - (d) only perform the Works at the following times:
 - (i) Monday to Friday 0800 1800:
 - (ii) Saturday 0800 1300;
 - (iii) No noisy activities on Sundays or Public Holidays;



- (iv) Or otherwise, as maybe approved by an Authority for the Works.
- (e) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (f) not carry out the Works on Sundays and public holidays;
- (g) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- (h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (k) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and
- (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.
- 4.4 Where the Works include the installation of an air-conditioning unit, the Works must:
 - (a) have a new condenser unit (external) that:
 - (i) is mounted on vibration pads in a location so to minimise noise and vibration;
 - (ii) is installed unobtrusively in a location as approved by the owners corporation;



- (iii) has an acceptable sound rating as specified by the owners corporation in writing; and
- (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.
- v) that the Owners Corporation is covered legally if located on common property.

4.5 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the provisions of all applicable building codes and standards;
- (c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;
- (d) in accordance with the
- (e) using materials that are new and fit for the purposes to which those materials are put;
- (f) by appropriately licensed contractors;
- (g) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- (h) in a manner so as to result in the Works being reasonably fit for occupation.

Completion of the Works

- 4.6 Upon completion of the Works, the Owner must, without unreasonable delay:
 - (a) notify the Owners Corporation in writing that the Works have been completed;



- (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
- (c) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

Default

- 4.7 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.



Ongoing Responsibilities and Indemnity

4.8 The Owner must:

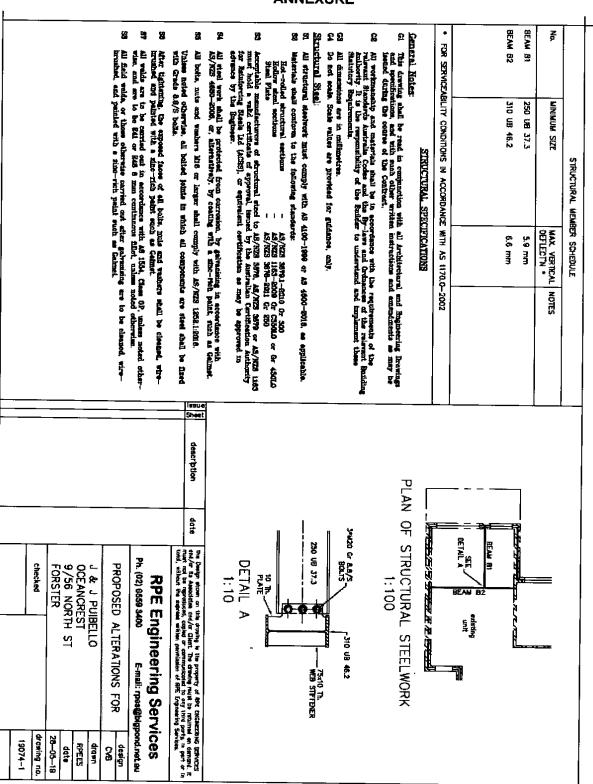
- carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and
- (c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.
- 4.9 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.
- 4.10 The Works shall remain the property of the Owner.
- 4.11 The Owner must indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

Cost of By-law, Approvals and Certification

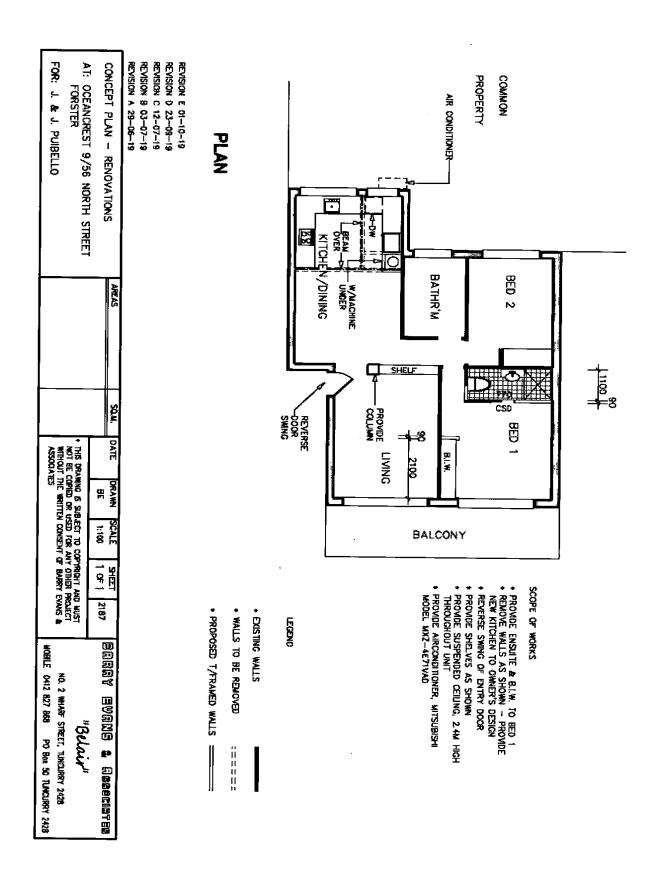
- 4.12 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
 - (a) the drafting and consideration of this by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works.



ANNEXURE







D

Page 21 of 23

The common seal of the Owners - Strata Plan No 14801 was affixed on

7 THAPRICASON the presence of:

Signature(s):

Name(s): VULE WILCOX

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 14801 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 stratascheme 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 14801 was hereunto affixed on A THI APPLL SO 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: JULIE MILCOX

Authority: STRATA MANACEK

* Strike through if inapplicable.

^ Insert appropriate date

