



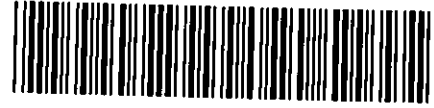
Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN788250A

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 19790	
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(B) LODGED BY	Document Collection Box 330B	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 CH
	Reference: F1112 142 135 - FOR		

- (C) The Owners-Strata Plan No. 19790 certify that a special resolution was passed on 23/05/2018
- (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- (E) Repealed by-law No. NOT APPLICABLE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. SPECIAL BY-LAW 1
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. 19790 was affixed on 26/09/2018 in the presence of the following person(s) authorized by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

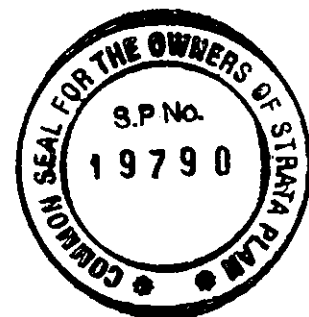
Name: Lisa Branson

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

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 19790

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(Handwritten mark)

By-law 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.

By-law 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.

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.

By-law 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.

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 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.

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.

By-law 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.

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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 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.

By-law 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.

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 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.

By-law 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.

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

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.

By-law 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.

By-law 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.

By-law 18 - Notice board

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

By-law 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-law no. 1 – Flooring works

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 respective 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 common property rights 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 not limited to the local council, a court or a tribunal;

(c) **Building** means the building situated at 34A Parkes Street, Tuncurry NSW 2428;

(d) **Lot** means any lot in Strata Plan No 19790, respectively; and

(e) **Works** means the works to be undertaken by an owner on their respective Lot, including but not limited to the following:

(i) removal of the existing carpet grass on the balconies;

(ii) installation of floor tiles or other floor covering approved by the owners corporation and must be in keeping with the appearance of the Building;

(iii) installation of new waterproofing membrane (if any new covering is affixed);

(iv) application of paint on their balcony floor; and

(v) any work ancillary to the above.

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 19790 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 respective 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.

PART 4 CONDITIONS

Before commencement

4.1 Before commencing the Works, the respective 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, including but not limited to:

(i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;

(ii) Insurance under the *Home Building Act 1989* (NSW) where applicable (nominating the owners corporation as a beneficiary); 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 respective 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.

4.3 The respective owner must ensure a notice is placed in both stairwell entries at least two (2) weeks proper to the Works being carried out notifying all owners and occupiers about the work being carried out.

Performance of the Works

4.4 In performing the Works, the respective owner must:

- (a) ensure that the tiles (if applicable) must only be laid on the flat surface of the respective balcony and not up or over the plinth (hob);
- (b) ensure the contractor confines any soil, dirt, dust or other materials within the respective Lot in which the Works are being undertaken, such as keeping the door closed at all times and providing a dust curtain;
- (c) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the owners corporation;
- (d) 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.
- (e) keep all areas of the Building outside the Lot clean and tidy, including but not limited to landings and stairwells;
- (f) only perform the Works strictly between 8:30am and 4:30pm;
- (g) not carry out the Works on Saturdays, Sundays and public holidays;
- (h) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- (i) 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;
- (j) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- (k) 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;
- (l) comply and ensure that the owner's contractor complies with all requirements, directions and orders of the owners corporation and any Authority;
- (m) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and

(n) not vary the Works without first obtaining the consent in writing of the owners corporation.

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 *Home Building Act 1989 (NSW)*;

(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 respective 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.

Ongoing Responsibilities and Indemnity

4.7 The respective owner must:

(a) 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.

4.8 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.

4.9 The Works shall remain the property of the owner.

4.10 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.

4.11 For the avoidance of doubt, the indemnity in clause 4.10 applies to any act or omission by the owner's contractor.

Cost of By-law, Approvals and Certification

4.12 The respective 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) approving any plans, drawings or other documentation for the Works; and
- (b) obtaining and considering any certification in relation to the Works.

Bond

4.13 Before commencing the Works, the respective owner must submit to the owners corporation a bond if required by the Strata Committee, the sum of which is to be determined by the owners corporation from time to time.

4.14 Upon the owner's compliance with clauses 4.1 to 4.6 and 4.12 of this by-law, the owners corporation shall return the bond to the owner, less any amount recoverable by the owners corporation under this by-law.

4.15 Any amount payable by the respective owner under this by-law which exceeds the bond amount shall be:

- (a) invoiced by the owners corporation to the Owner; and
- (b) payable by the owner on the date specified on the invoice as due and payable.

Default

4.16 Should the respective 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. 19790
was affixed on 26 September 2018
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



Approved Form 10
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

that the initial period has expired.

~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

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Name: Lisa Branson
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BCS Strata Management P/L
Strata Managing Agent



Provided by Equifax on 24/10/2018 at 10:10:13 AM AEDT

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