

Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/5754

Land Registry Document Identification

AT842974

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP43276	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP43276
Other legal entity

Meeting Date

17/08/2023

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-Law No.2

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP43276
Signer Name SIMONE KASAD
Signer Organisation SIMONE KASAD
Signer Role PRACTITIONER CERTIFIER
Execution Date 16/02/2024

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP43276

(B) **LODGED BY**

Document Collection Box 1W	Name		CODE CH
	Company	Bylaws Assist	
	Address	PO Box: 8274, Baulkham Hills, NSW, 2153	
	E-mail	services@bylawsassist.com.au	
	Contact Number	+61 411 777 557	
	Customer Account Number	135632E	Reference BLA/5754

- (C) The Owner-Strata Plan No. 43276 certify that a special resolution was passed on 17/8/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. _____
- Added by-law No. Special By-Law No.2
- Amended by-law No. _____
- as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 43276 which includes new Added Special By-Law No.2 starting from Page 12 of 16 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 43276 was affixed on 23/1/24 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 :

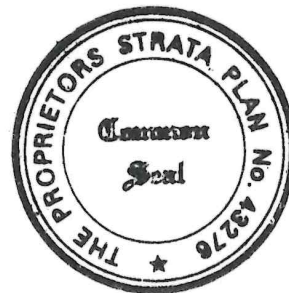
Name :

Authority :

Signature :

Name :

Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 43276

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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).

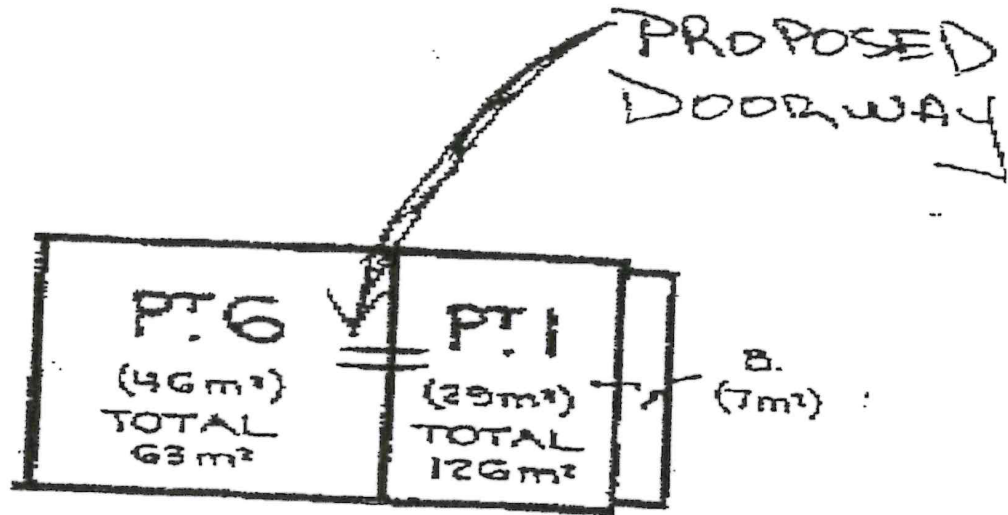
By-law 20 Exclusive use (lots 1 & 6)

That the owners of lot 1 and lot 6 be granted exclusive use of an area of common property as set out in the attached plan, to enable them to alter the dividing wall between lot 1 and lot 6 by installing a single doorway with lockable door subject to the following conditions:-

- 1) That a report be obtained from a suitably qualified structural engineer providing evidence that the proposed alteration would not interfere with support, shelter or services.
- 2) That Council consent be obtained prior to commencement;
- 3) That the door be fire-rated to Council specifications;
- 4) That the alterations be carried out in a workmanlike manner by suitably qualified tradespeople at the expense of the owner of lot 1;
- 5) That the cost of ongoing maintenance of the structure be shared between the owners of lot 1 and lot 6;
- 6) That any building problem resulting from the alteration be the responsibility of the owners of lot 1 and lot 6 to rectify.

STRATA PLAN NO 43276 "LAKE LODGE"

PROPOSED LOCATION OF THE SINGLE DOORWAY TO BE INSTALLED
BETWEEN LOT 1 AND LOT 6.



Special By law No.1 – Common Property Memorandum

Owners Corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none">(a) columns and railings(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)(c) balcony ceilings (including painting)(d) security doors, other than those installed by an owner after registration of the strata plan(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan(f) common wall fencing, shown as a thick line on the strata plan(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land(h) awnings within common property outside the cubic space of a balcony or courtyard(i) walls of planter boxes shown by a thick line on the strata plan(j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none">(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)(c) guttering(d) membranes
3. Electrical	<ul style="list-style-type: none">(a) air conditioning systems serving more than one lot(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller(c) fuses and fuse board in meter room(d) intercom handset and wiring serving more than one lot(e) electrical wiring serving more than one lot(f) light fittings serving more than one lot(g) power point sockets serving more than one lot(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)(i) telephone, television, internet and cable wiring within common property walls(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property(k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none">(a) original door lock or its subsequent replacement(b) entrance door to a lot including all door furniture and automatic closer(c) security doors, other than those installed by an owner after registration of the strata plan

5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 - refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</p> <p>(b) that part of a tree within the cubic space of a lot</p>
2. Ceiling/Roof	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
3. Electrical	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
4. Entrance door	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>
5. Floor	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</p> <p>(b) lacquer and staining on surface of floorboards or parquet flooring</p> <p>(c) internal carpeting and floor coverings, unfixed floating floors</p> <p>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>
6. General	<p>(a) internal (non-common property) walls</p> <p>(b) paintwork inside the lot (including ceiling and entrance door)</p> <p>(c) built-in wardrobes, cupboards, shelving</p> <p>(d) dishwasher</p> <p>(e) stove</p> <p>(f) washing machine and clothes dryer</p> <p>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</p> <p>(h) internal doors (including door furniture)</p> <p>(i) skirting boards and architraves on non-common property walls</p> <p>(j) tiles and associated waterproofing affixed to non-common property walls</p> <p>(k) letterbox within a lot</p> <p>(l) pavers installed within the lot's boundaries</p> <p>(m) ducting cover or structure covering a service that serves a single lot</p>

7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning - interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Special By-law No.2 – Lot 7 Works – Bathroom Renovation

Purpose of By-law

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

Defined Terms and Interpretation

- (2) **"Act"** means the *Strata Schemes Management Act 2015*.
- (3) **"Lot"** means lot 7 in Strata Plan No.43276.
- (4) **"Major Renovations"** means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.
- (5) **"Minor Renovations"** means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016* and pursuant to any other by-law applicable to the scheme.
- (6) **"Owner"** means the owner or owners from time to time (present and future) of the Lot.
- (7) **"Special Privileges"** means the privilege to alter and add to the common property by performing Works that are Major Renovations and affect the common property.
- (8) **"Works"** means the alterations and additions, in or to the Owner's Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to renovate the bathroom on the Lot as detailed below:
 - (a) Demolish existing bathroom, including removal of asbestos walls, wall tiles, floor tiles, fixtures, fittings, and accessories.
 - (b) Apply new waterproofing to Australian Standards.
 - (c) Tile floor and walls.
 - (d) Install new bathroom fixtures, fittings, and accessories. No structural works proposed. To use existing plumbing and drainage.
- (9) In this common property rights by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.43276 and this by-law, the provisions of this by-law shall prevail.

Grant of Special Privileges

- (11) On the conditions set out in this common property rights by-law, the Owner shall have Special Privileges to carry out the Works to and on the common property.
- (12) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (13) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (14) The Owner must, if required by law, obtain a construction certificate for the Works under the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, and must provide those documents or certificates to the Owners Corporation.
- (15) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).

Specification of Works

- (16) The Owner must, at the Owner's cost, prior to commencing the Works, submit to the Owners Corporation for the Owners Corporation's approval any documents reasonably required by the Owners Corporation relating to the performance of the Works, including but not limited to:
 - (a) further specifications of the Works and all completed plans for the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) licence details of the contractor performing the Works; and
 - (d) a copy of all certificates of insurances of the Owner's contractor for Contractor's All Risk insurance with public liability in the sum of \$10,000,000.00, home warranty insurance under the *Home Building Act 1989*, where applicable, and workers' compensation insurance.

Carrying out the Works

Hours of Works

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

Compliance with Codes

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

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

General Conditions

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

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
- (f) must only perform the Works when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.
- (j) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put;
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.
- (k) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply.

After Completion of the Works

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

- (22) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
- (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (23) The Owner must, at the Owner's expense:
- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain and keep all areas of the common property comprised within or affected or occupied by the Works in a state of good and serviceable repair.
- (24) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (25) The Owner must:
- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (26) The Owner indemnifies the Owners Corporation against –
- (a) 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 including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use.

- (27) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and the common property comprised within or affected or occupied by the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (28) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (29) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

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

Costs of this By-Law

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

The seal of The Owners-Strata Plan No 43276 was affixed on 23/1/24 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

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

Authority: Strata Manager

