

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/6681

Land Registry Document Identification

AV420161

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/SP35239	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP35239
Other legal entity

Meeting Date

06/08/2025

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-Law No.2

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. SP35239
Signer Name SIMONE KASAD
Signer Organisation SIMONE KASAD
Signer Role PRACTITIONER CERTIFIER
Execution Date 12/09/2025

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

**Strata Schemes Management Act 2015
Real Property Act 1900**

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/SP35239

(B) **LODGED BY**

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	Customer Account Number	135632E	Reference	BLA/6681

- (C) The Owner-Strata Plan No. 35239 certify that a special resolution was passed on 6/8/2025
(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 35239 which includes new Added Special By-Law No.2 starting from Page 8 of 12 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. 35239 was affixed on 11/9/2025 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 : [Signature]
Name : Kaylee Morrison
Authority : Strata Manager
Signature : _____
Name : _____
Authority : _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 35239

STRATA SCHEMES MANAGEMENT REGULATION 2016

Schedule 2 –By-Laws for pre-1996 strata schemes

(Clause 35)

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 any person lawfully using common property.

Note: This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2. Vehicles

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

Note: This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3. Obstruction of common property

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

Note: This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4. Damage to lawns & 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.

Note: This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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 owner's corporation under clause (1) cannot authorize any additions to the common property.

(3) This by-law does not prevent an owner or person authorized 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.

Note: This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes(Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes(Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes(Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9. Depositing rubbish an 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 of occupier of another lot or of any persons lawfully using the common property.

Note: This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes(Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

15 Garbage disposal

(1) 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 conditions 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.

Note: This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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 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.

Note: This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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.

Note: This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18. Notice-Board

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

Note: This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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 – Awning Works

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges in respect of part of the common property as a consequence of erection, attachment or replacement of Awning Works to the common property within the Owner's Lot and assigns responsibility for the repair and maintenance of the Awning Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) **"Awning Works"** means the alterations and additions, performed by an Owner (at the Owner's expense and to remain the Owner's fixture) to install or replace awnings on the verandahs of a Lot in accordance with the following specifications:
 - (a) the awnings be a spring loaded, self-winding Luxoflex type blind;
 - (b) the awnings be attached to the underside of the upstairs verandah where applicable near the outside edge with the unfurled blind strapping attached to the handrail with Velcro;
 - (c) for top floor Lots where there is no verandah above, the awnings can be attached to a metal arm(s) extended from beneath the eaves of the Lot;
 - (d) fabric of the awnings to be Vistaweave and Ebony (Black) in colour; and
 - (e) the awning and associated hardware must not affect the structure of the Building or interfere with the use and enjoyment of any other lot.
- (3) **"Lot"** is lot 1-9 on the strata scheme.
- (4) **"Owner"** means the owner or owners of a Lot from time to time on strata plan no.35239.
- (5) **"Special Privileges"** means the privilege to alter and add to the common property by undertaking Awning Works that affect the common property.
- (6) 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.
- (7) 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, this Common Property Rights By-law prevails.

Grant of Special Privileges

- (8) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Awning Works

Planning, Approvals and Certificates

- (9) The Owner must obtain the written consent of the strata committee of the Owners Corporation prior to undertaking Awning Works.
- (10) The Owner must, if required by law, obtain written approval for the Awning 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 Awning Works.

Specification of Works

- (11) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Awning Works prior to commencing the Awning Works, including but not limited to:
- (a) further specifications of the Awning Works;
 - (b) details of the contractor installing or replacing the Awning Works;
 - (c) the signed Owner's consent form for this By-law in respect of the Awning Works; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Awning Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Awning Works

Hours of Works

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

Compliance with Codes

- (13) The Owner when performing the Awning Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (14) The Owner when performing the Awning Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Awning Works are undertaken.

General Conditions

- (15) When performing the Awning Works, the Owner must:
- (a) ensure that the Awning Works are performed in accordance with the specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Awning 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 Awning Works be 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 Awning Works.

- (f) repair promptly any damage caused or contributed to by Awning Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Awning Works

- (16) Immediately upon completion of the Awning Works, the Owner must restore all other parts of the common property affected by the Awning Works as nearly as possible to the state they were in immediately before the Awning Works.
- (17) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Awning Works and the occupation of the Lot (for example, any necessary compliance certificate).

Owner's Enduring Obligations

Maintenance and Repair

- (18) The Owner must, at the Owner's expense:
 - (a) properly maintain the Awning Works undertaken on their Lot and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Awning Works; and
 - (b) properly maintain the common property that will be altered or added to by the Awning Works and occupied by the Awning Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (19) If the Owner removes the Awning Works or any part of the Awning Works undertaken in accordance with 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.

Liability and Indemnity

- (20) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use, installation or replacement of the Awning Works;
 - (b) any amount payable by way of increased insurance premiums, or any insurance excess, paid by the Owners Corporation as a direct result of the use, installation or replacement, and any claims made in respect of the Awning Works; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use, installation or replacement of the Awning Works.
- (21) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Awning Works performed under this Common Property Rights By-law.

Repair of Damage

- (22) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Awning Works no matter when such damage may become evident.
- (23) Any loss and damage suffered by the Owners Corporation as a result of performing and using the Awning Works, including failure to maintain, renew, replace or repair the Awning 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

- (24) The Owners Corporation reserves the right to replace or rectify the Awning 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.

Special By-law No.2 – Lot 1 Works – Privacy Screen & Air-conditioning System

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and 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 1 in Strata Plan No.35239.
- (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 Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) **"Owner"** means the owner or owners from time to time (present and future) of the Lot.
- (7) **"Rights of Exclusive Use"** means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) **"Special Privileges"** means the privilege to alter and add to the common property by performing Works that affect the common property.
- (9) **"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) as detailed below and as shown in the ***Pictures depicting the proposed location and style of privacy screen***, copies of which were tabled at the meeting of the Owners Corporation approving this by-law and is **appended to the agenda** of that meeting:
- (I) **Privacy Screen/ Fence**
- (a) Erect an aluminium slat rail fence along the main entrance path (**see Pictures 1 and 2**), adjacent to the Lot against the brick wall and contained wholly within Lot 1 boundary (**see Pictures 3 and 4**).
- (b) Privacy fence to start approximately 400 mm section near the downpipe, then take a right angle along the wall, finishing at the end of the current rail and wall.
- (c) The height of the privacy fence always be under the underside balcony height, starting above the bricks and up to approximately 1750mm from the brickwork (noting the bricks and path slope down).
- (d) The top rail will step down the path and be at a height that blocks most of the view into Lot 1.
- (e) The slats will have spacings for light.
- (f) There will be an inward opening gate across approx. 1/3rd along from the downpipe end.

- (g) The colour preference is “Surfmist” which is consistent with existing colour scheme.

(II) Air-conditioning System

- (a) Installation of an air-conditioning system, including ancillary equipment such as an external condenser which will be installed on the common wall adjacent to the garden area adjoining the driveway (**see Picture 5**), all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables, and ducts associated with the installation.
 - (b) The air conditioner base unit to be consistent in style and cream colour to others in the strata scheme.
 - (c) Conduits to run up to ceiling height on the outside of the common wall as required.
- (10) 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.
- (11) 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.35239 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and that part of the common property to which the Works are directly attached, or which is occupied by the Works.
- (13) 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

- (14) 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.
- (15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 6 of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.
- (16) 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

- (17) The Owner must, at the Owner’s cost, submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works.

Carrying out the Works

Hours of Works

- (18) 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

- (19) The Owner 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.
- (20) The Owner 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 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

- (21) 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) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (c) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (d) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
 - (e) 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.
 - (f) 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; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.
 - (g) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply.

After Completion of the Works

- (22) 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.
- (23) 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
 - (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 Rights and Obligations

Maintenance and Repair

- (24) The Owner must, at the Owner's expense 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.
- (25) The Owner shall not be responsible for rectifying any pre-existing issues from the Building's original design or construction, breaches of the National Construction Code (NCC) and Building Code of Australia (BCA), or any defects uncovered during Works, however the Owner shall be responsible to notify the Owners Corporation of any breaches or defects uncovered during Works so that the Owners Corporation can resolve such defects within a reasonable timeframe before completion of the Works by the Owner.
- (26) 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.
- (27) 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 in accordance with the Act 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

- (28) 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;
 - (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; and
 - (d) liability under **section 122 (6) of the *Strata Schemes Management Act 2015*** in respect of repair of the common property attached to the Works.
- (29) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair 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

- (30) 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.
- (31) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or to which the Works shall be added, and / or performing 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

- (32) 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, and recover the costs for replacement or rectification from the Lot Owner, 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

- (33) 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 35239 was affixed on 11/9/2025 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): [Signature]

Name(s) [use block letters]: KAYLEE MORRISON

Authority: Strata Manager

