



FOLIO: 19/SP38576

SEARCH DATE	TIME	EDITION NO	DATE
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4/2/2025	11:17 AM	10	20/7/2023

LAND

LOT 19 IN STRATA PLAN 38576
AT SOUTH STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

JUAN LORENZO SUAREZ CAMACHO
REBECCA JANE SUAREZ-CAMACHO
AS JOINT TENANTS (CN AM936289)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP38576
- 2 AT282746 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP38576

SEARCH DATE	TIME	EDITION NO	DATE
4/2/2025	11:18 AM	12	4/10/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 38576
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SOUTH STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP38576

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 38576
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA MASTER PTY LTD
PO BOX 219
CREMORNE NSW 2090

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B633934 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
 - DP773523 TO DRAIN WATER 1.5 WIDE
 - DP773523 RIGHT OF CARRIAGEWAY 4 WIDE AND VAR WIDTH
 - DP773523 RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- 4 DP773523 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 EASEMENT(S) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM CREATED BY:
 - DP773523 RIGHT OF CARRIAGEWAY VAR. WIDTH
 - DP773523 RIGHT OF CARRIAGEWAY 4 WIDE AND VARIABLE WIDTH
 - DP773523 RIGHT OF CARRIAGEWAY VAR. WIDTH
 - DP773523 TO DRAIN WATER 1.5 WIDE
- 6 THE STRATA SCHEME INCORPORATES DEVELOPMENT LOTS 23 & 24 AND A DEVELOPMENT STATEMENT IN TERMS OF SECTION 8(1)(G) STRATA TITLES ACT, 1973
- 7 AP533069 INITIAL PERIOD EXPIRED
- 8 AU465613 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP38576

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5025)

STRATA PLAN 38576

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 71	2	- 58	3	- 57	4	- 78
5	- 78	6	- 54	7	- 54	8	- 68
9	- 80	10	- 54	11	- 56	12	- 74
13	- 66	14	- 55	15	- 53	16	- 75
17	- 74	18	- 56	19	- 58	20	- 56
21	- 58	22	- 78	23	- SP39483	24	- SP40032

STRATA PLAN 39483

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 80	26	- 77	27	- 77	28	- 55
29	- 55	30	- 69	31	- 80	32	- 59
33	- 56	34	- 77	35	- 77	36	- 54
37	- 54	38	- 69	39	- 71	40	- 68
41	- 68	42	- 71	43	- 79	44	- 79
45	- 72	46	- 68	47	- 68	48	- 73
49	- 80	50	- 80	51	- 68	52	- 68
53	- 73						

STRATA PLAN 40032

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
54	- 72	55	- 50	56	- 52	57	- 73
58	- 75	59	- 52	60	- 53	61	- 53
62	- 55	63	- 77	64	- 77	65	- 54
66	- 56	67	- 78	68	- 69	69	- 60
70	- 59	71	- 56	72	- 79	73	- 79
74	- 78	75	- 78	76	- 78	77	- 76

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

10079...

PRINTED ON 4/2/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

COUNCIL'S CERTIFICATE

STRATA PLAN

The Council of the City Municipality of Strata Title Act 1973 has approved the requirements of the Strata Title Act 1973 for the registration of the Strata Plan of which has been compiled with, approved of the proposed

illustrated herein, state plan of subdivision

This approval is given on the condition that (a) if

state plan of subdivision

Date: 31 Feb 1991

Subdivision No: 1382

Council Clerk

The Council of the City Municipality of Strata Title Act 1973 has approved the requirements of the Strata Title Act 1973 for the registration of the Strata Plan of which has been compiled with, approved of the proposed

illustrated herein, state plan of subdivision

This approval is given on the condition that (a) if

state plan of subdivision

Date: 31 Feb 1991

Subdivision No: 1382

Council Clerk

SURVEYOR'S CERTIFICATE

ANDREW JOHN HALLMARRICK

ORANG & RHODES PYLON 11 BRIDGE ST EPPING

a surveyor registered under the Surveyors Act 1928, hereby certify that:

(1) any wall, the floor surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural fabric exists, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying floor plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel subject to paragraphs (1) and (3) -

* I am satisfied that the extent that the building encroaches on public places

(5) cases and gathering of the adjoining encroach on land other than a public place, in respect of which every lot shown on the accompanying floor plan has been assessed by the Registrar-General

Signature: Andrew Hallmarrick

Date: 31/10/90

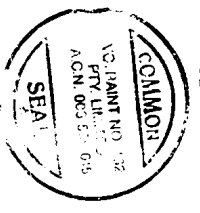
This is sheet 1 of my Plan in 9 sheets.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

Handwritten signature of Council Clerk



Handwritten signature of Council Clerk



Handwritten signatures of Council Members



PLAN OF SUBDIVISION OF LOT 1 D.P. 809017

STRATA PLAN 38576

Mun./Shire City : STRATHFIELD Locality : SOUTH STRATHFIELD

Parish : CONCORD County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres

Registered: 21.3.1991
C.A. No 1382 OF 21.2.1991
Purpose: STRATA PLAN
Ref. Map: U0045-64
Last Plan: DP 809017

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS
STRATA PLAN No 38576
15-23 HILLCREST AVENUE
SOUTH STRATHFIELD 2136

SEE LOCATION PLAN SHEETS 2 & 3

THIS PLAN CONTAINS A DEVELOPMENT STATEMENT OF 51 SHTS

Table of mm 10 30 40 50 60 70 80 90 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: 66 / 89 - S1

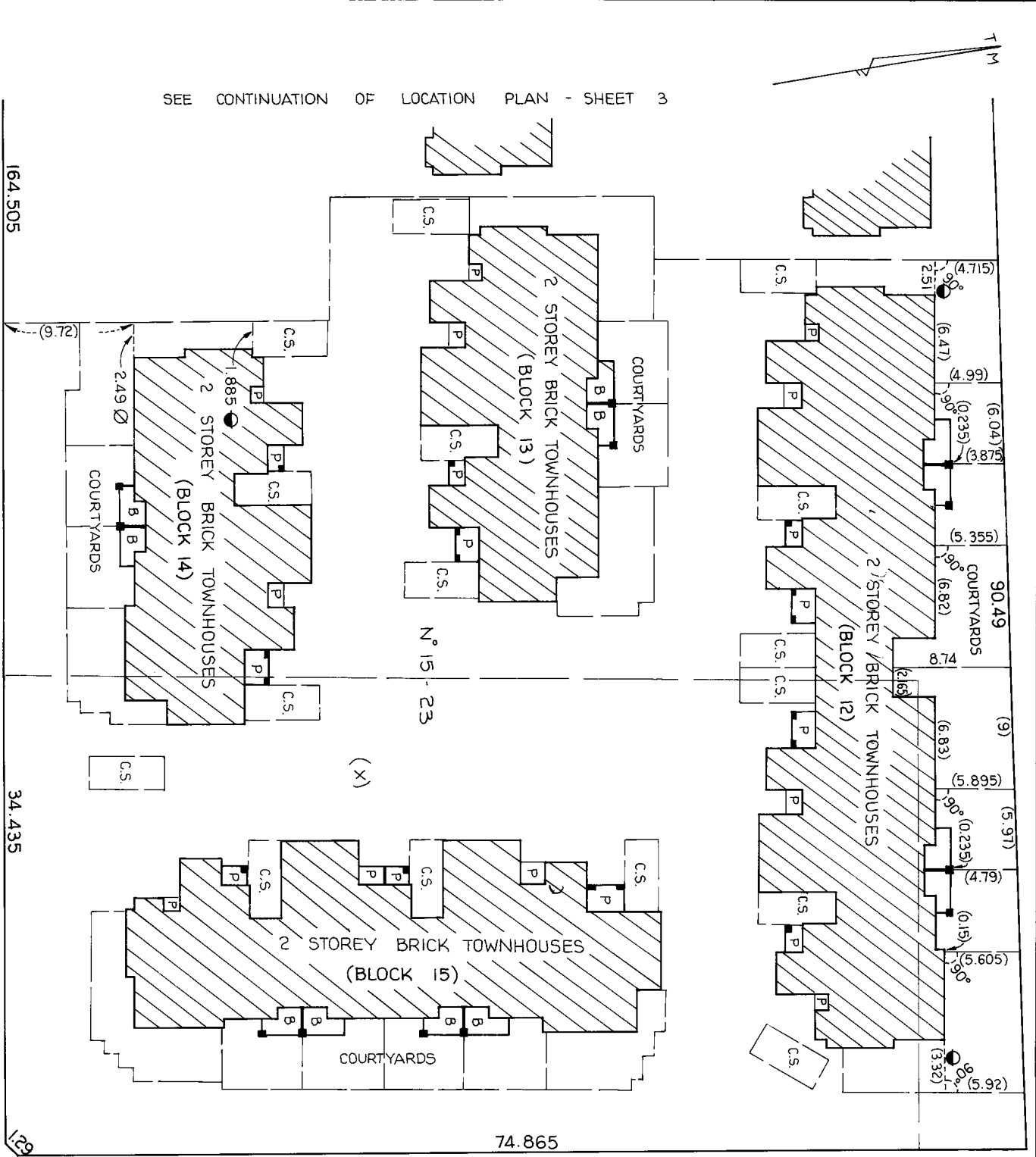
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 38576

LOCATION PLAN



SEE CONTINUATION OF LOCATION PLAN - SHEET 3

HILLCREST AVENUE

BENNETT AVENUE

HILLCREST AVENUE

- NOTES
1. OFFSET LINES EXTEND TO PARCEL BOUNDARIES AS SHOWN
 2. B DENOTES BALCONY
 3. P DENOTES PORCH
 4. C.S. DENOTES CAR SPACE
 5. ● DENOTES PROLONGATION OF NORTHERN FACE OF WALL
 6. ∅ DENOTES PROLONGATION OF SOUTHERN FACE OF WALL

(X) COVENANT - B633934

Reduction Ratio 1: 300

Lengths are in metres

A. Holmwood
Registered Surveyor

Strenson
Council Clerk

SURVEYOR'S REFERENCE: 66 / 89 - S 1

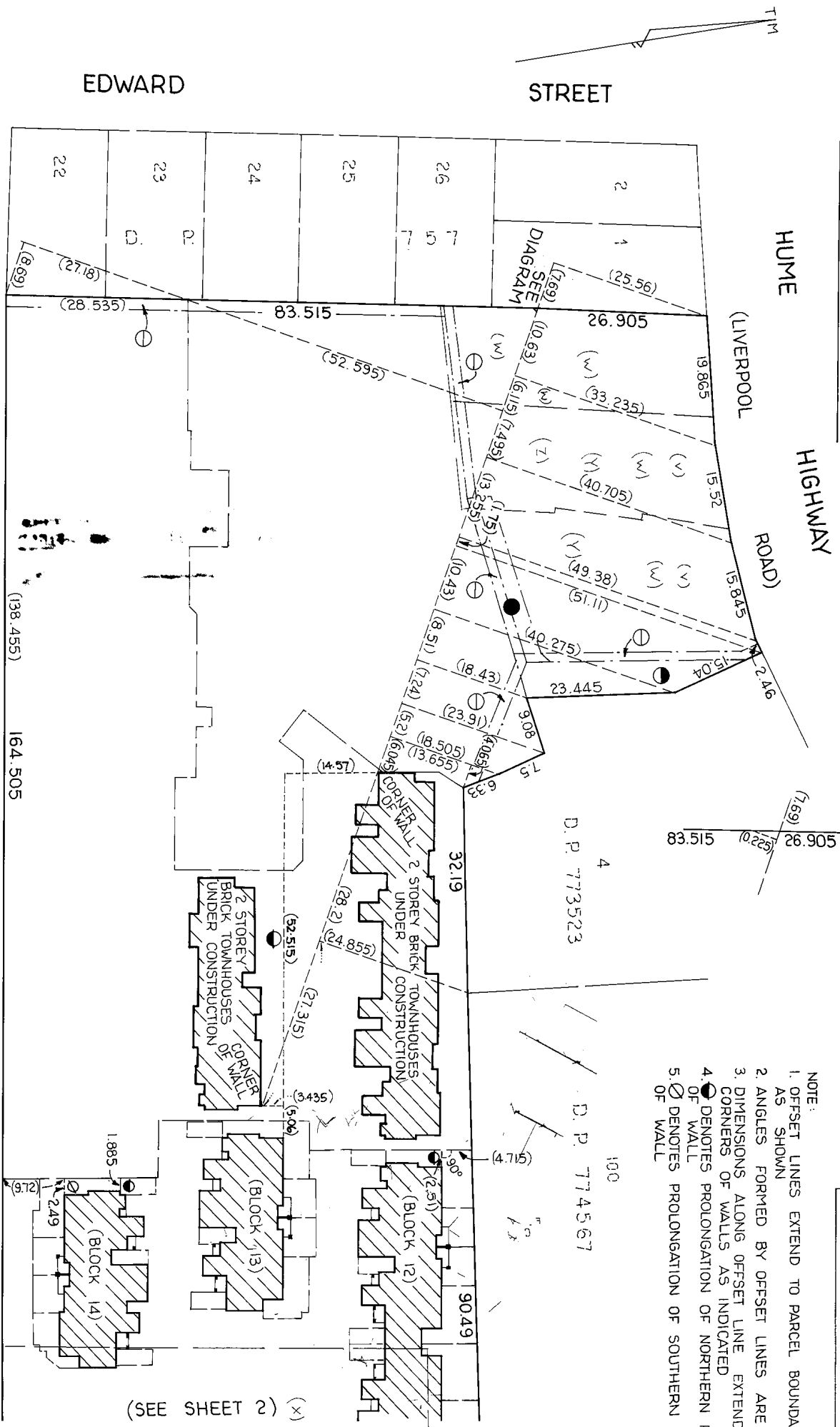
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 9 Sheets

CONTINUATION OF LOCATION PLAN

DIAGRAM NOT TO SCALE

STRATA PLAN 38576



- NOTE:
1. OFFSET LINES EXTEND TO PARCEL BOUNDARIES AS SHOWN
 2. ANGLES FORMED BY OFFSET LINES ARE 90°
 3. DIMENSIONS ALONG OFFSET LINE EXTEND FROM CORNERS OF WALLS AS INDICATED
 4. ● DENOTES PROLONGATION OF NORTHERN FACE OF WALL
 5. ⊙ DENOTES PROLONGATION OF SOUTHERN FACE OF WALL

(X) COVENANT - B639984
 (Y) BENEFITED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH DP 773523

(Z) BENEFITED BY RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE WIDTH
 (V) RESTRICTIONS ON THE USE OF LAND VIDE DP 773523

(W) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DP 773523

- EXISTING RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE D.P. 773523)
- EXISTING RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (VIDE D.P. 773523)
- ⊕ EXISTING EASEMENT TO DRAIN WATER 1.5 WIDE (VIDE D.P. 773523)

BENNETT AVENUE

Reduction Ratio 1: 600

Lengths are in metres

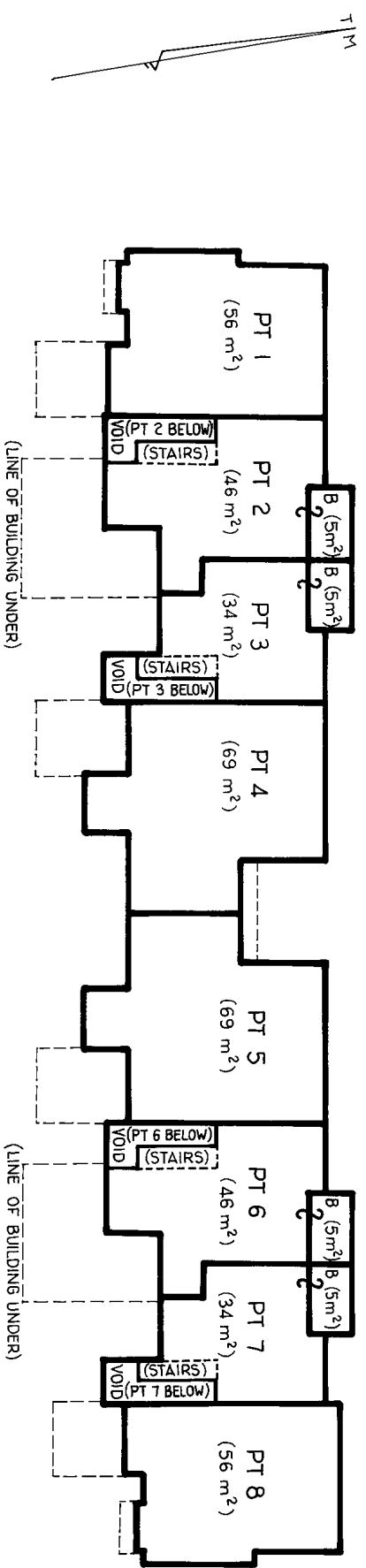
A. H. H. H.
 Registered Surveyor

[Signature]
 Council Clerk

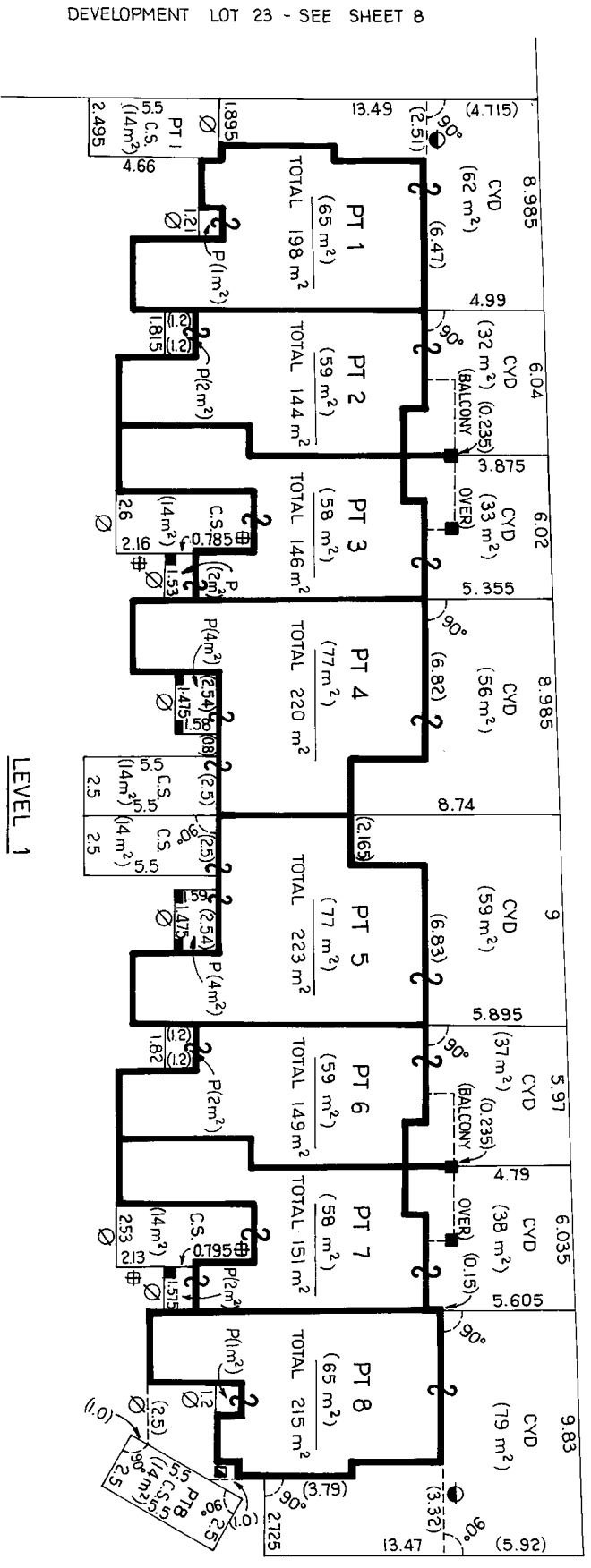


(SEE SHEET 2) (X)

STRATA PLAN 38576



LEVEL 2



LEVEL 1

DEVELOPMENT LOT 23 - SEE SHEET 8

SEE NOTES SHEET 6

BLOCK 12

Reduction Ratio 1:200

Lengths are in metres

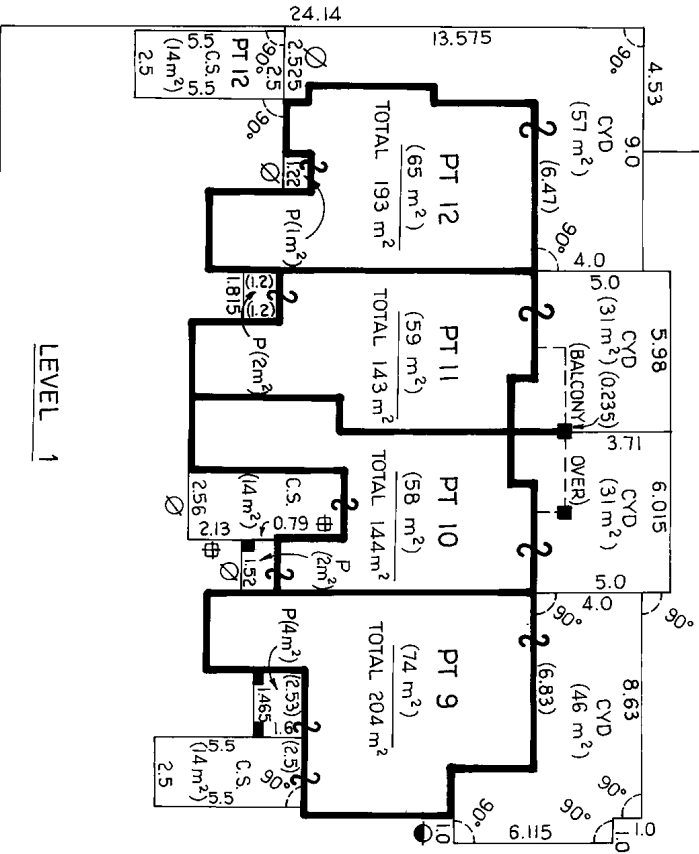
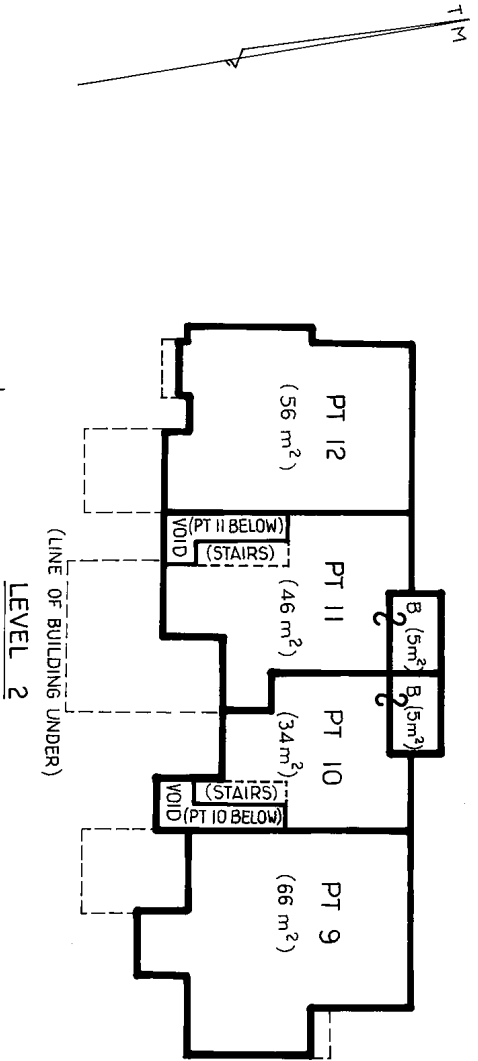
A. Ashman
Registered Surveyor

Council Clerk

SURVEYORS REFERENCE: 66/89-51



STRATA PLAN 38576



DEVELOPMENT LOT 23 - SEE SHEET 8

LOT N°	UNIT ENTITLEMENT
1	71
2	58
3	57
4	78
5	78
6	54
7	54
8	68
9	80
10	54
11	56
12	74
13	66
14	55
15	53
16	75
17	74
18	56
19	58
20	56
21	58
22	78
23	2025
24	1589
AGGREGATE	5025

BLOCK 13

Reduction Ratio 1:200

Lengths are in metres

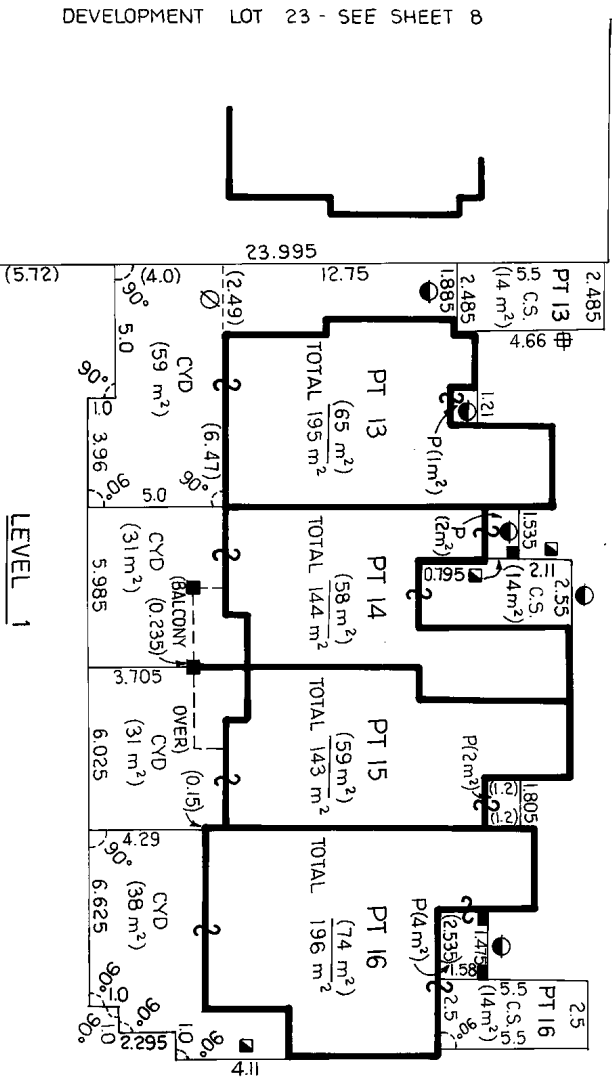
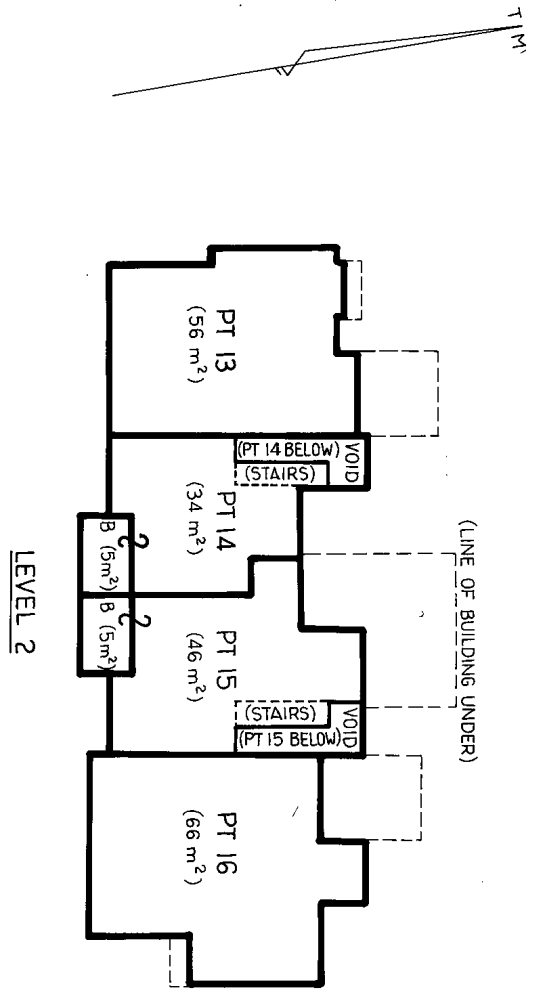
A. McQuinn
Registered Surveyor

Stewart
Council Clerk



SEE NOTES SHEET 6

SURVEYOR'S REFERENCE: 66/89 - 51



- NOTES PERTAINING TO SHEETS 4-7
1. ALL AREAS ARE APPROXIMATE ONLY
 2. \odot DENOTES PROLONGATION OF NORTHERN FACE OF WALL
 3. \emptyset DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
 4. \square DENOTES PROLONGATION OF EASTERN FACE OF WALL
 5. $\#$ DENOTES PROLONGATION OF WESTERN FACE OF WALL
 6. CYD DENOTES COURTYARD
 7. B DENOTES BALCONY
 8. P DENOTES PORCH
 9. C.S. DENOTES CAR SPACE
 10. THE STRATUM OF THE COURTYARDS EXTEND FROM 2 METRES BELOW TO 5 METRES ABOVE THE UPPER SURFACE OF THE LEVEL 1 CONCRETE SLAB OF THEIR RESPECTIVE TOWNHOUSE EXCEPT WHERE COVERED
 11. PORCHES ARE COVERED
 12. THE STRATUM OF THE CAR SPACES EXTEND FROM 1 METRE BELOW TO 3 METRES ABOVE THE UPPER SURFACE OF THE LEVEL 1 CONCRETE SLAB OF THEIR RESPECTIVE TOWNHOUSE
 13. BALCONIES FORMING PART OF LOTS 2, 6, 11, 15, 19 & 21 ARE LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE EAVES PARTLY COVERING THEM, REMAINING BALCONIES ARE COVERED

BLOCK 14

Reduction Ratio 1: 200

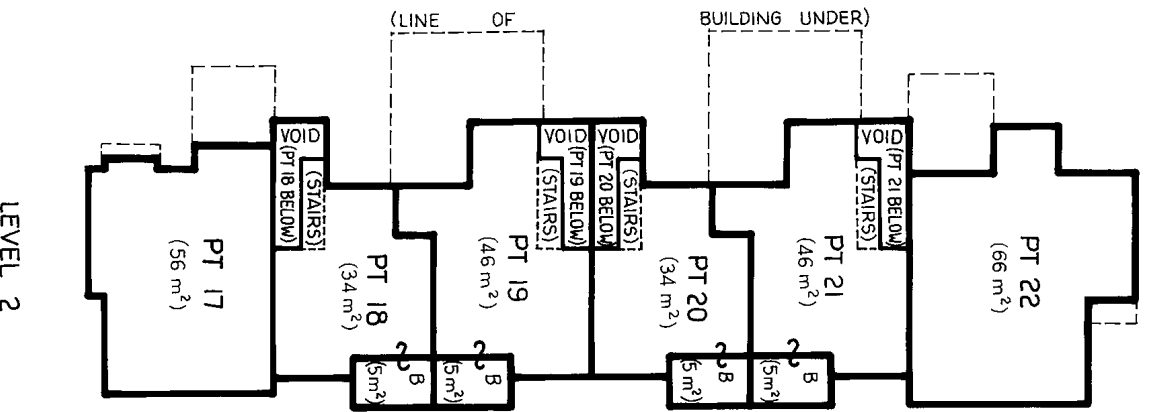
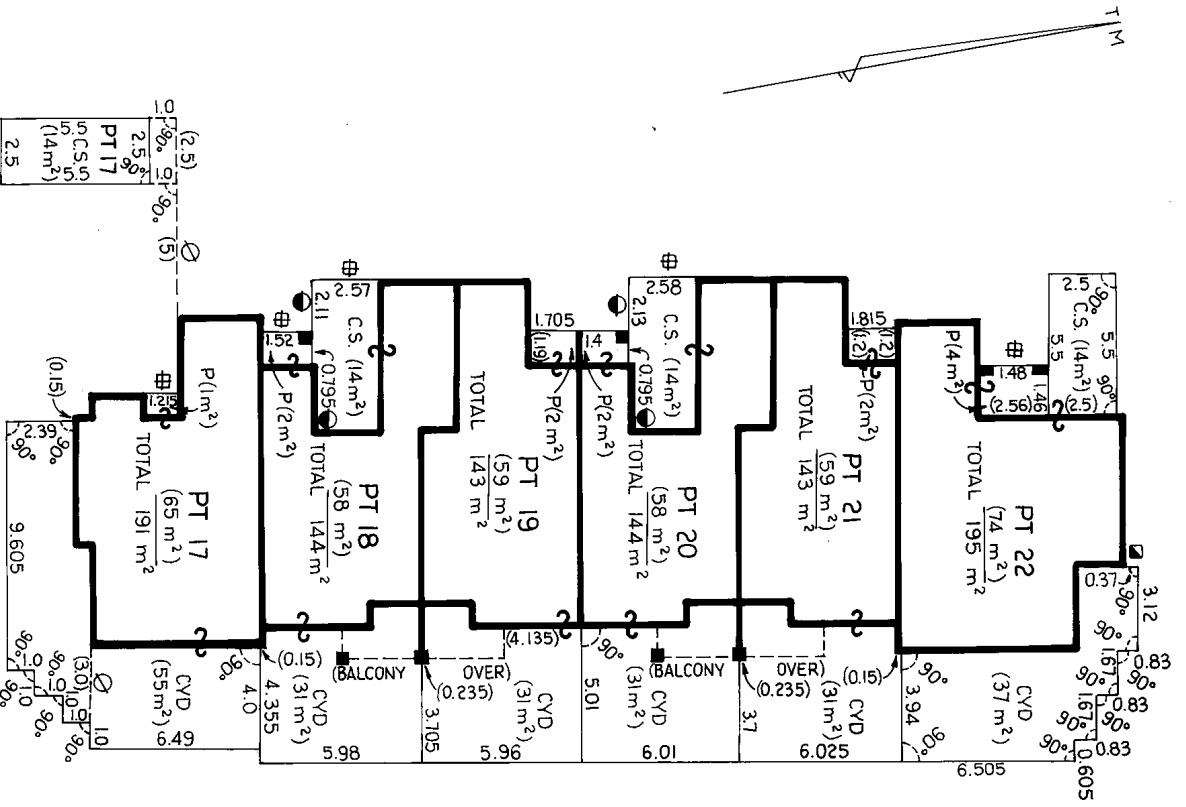
Lengths are in metres

A. Haldane
Registered Surveyor

Council Clerk

SUPERVISOR'S REFERENCE: 66/89 - 51

DEVELOPMENT LOT 23 - SEE SHEET B



SEE NOTES SHEET 6

BLOCK 15

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 66/89 - S1



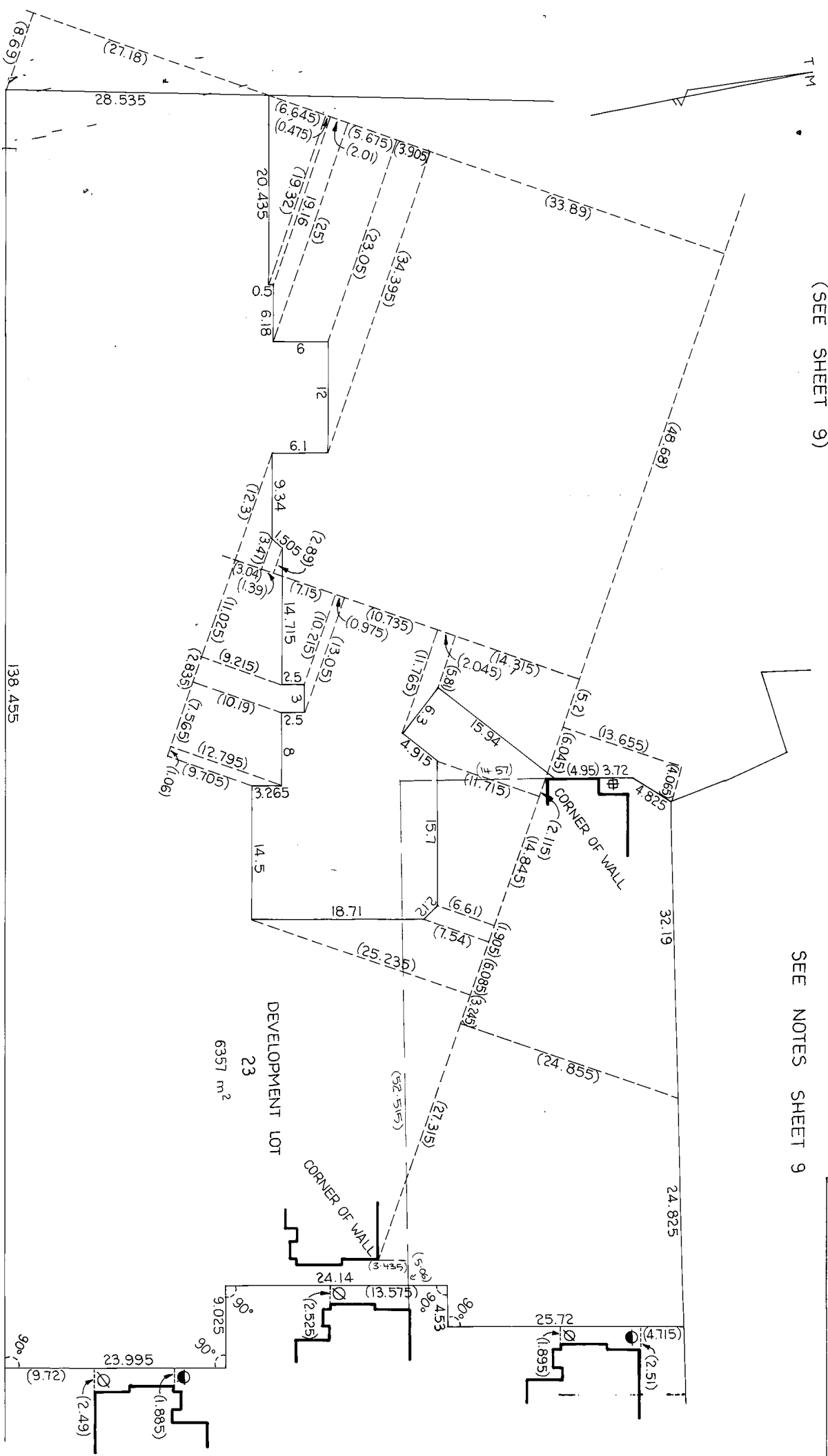
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Sheet No. 8 of 9 Sheets

STRATA PLAN 38576

(SEE SHEET 9)

SEE NOTES SHEET 9



Reduction Ratio 1: 400

Lengths are in metres

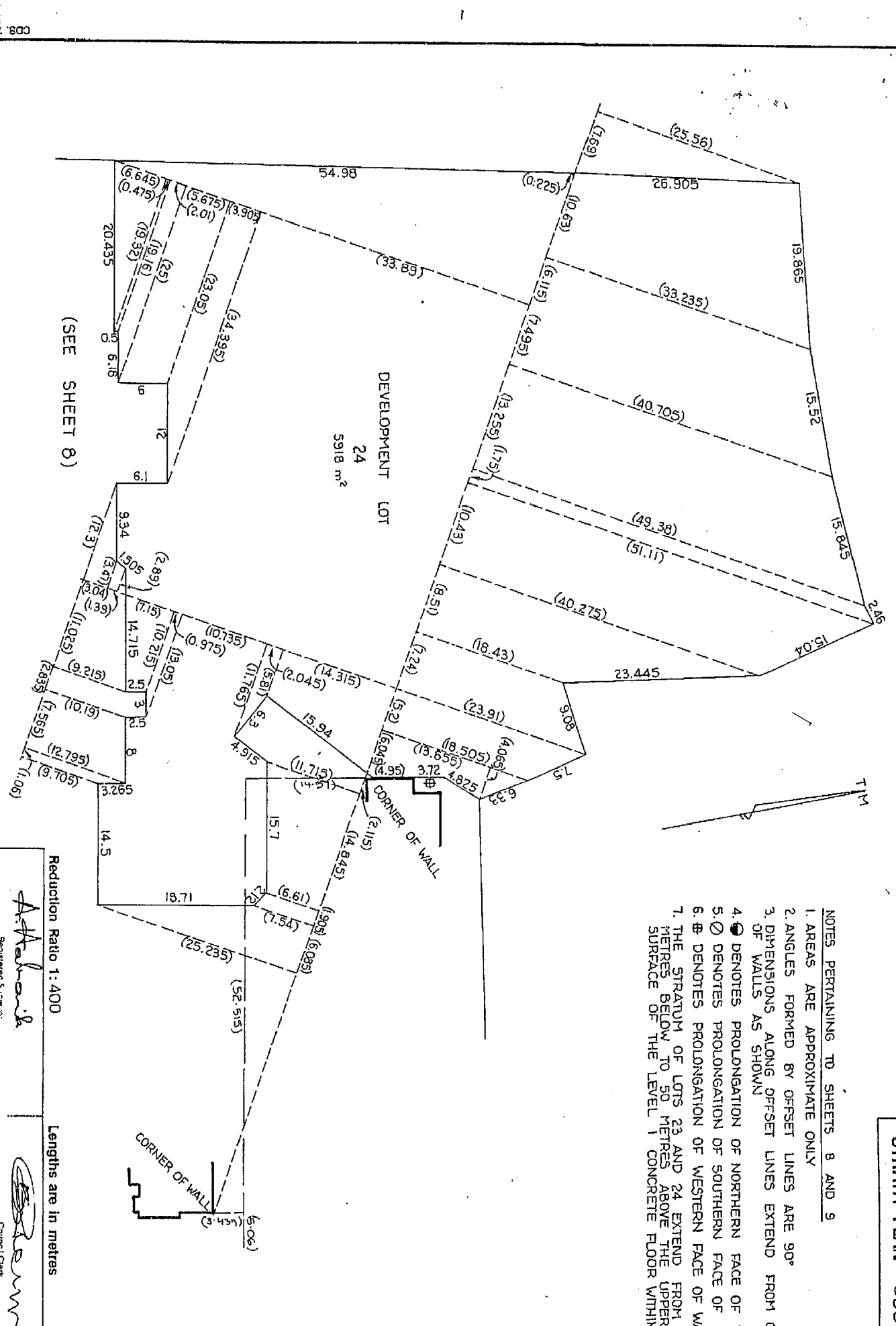
A. H. Edmond
Registered Surveyor

S. Row
Council Clerk



STRATA PLAN 38576

- NOTES PERTAINING TO SHEETS 8 AND 9
1. AREAS ARE APPROXIMATE ONLY
 2. ANGLES FORMED BY OFFSET LINES ARE 90°
 3. DIMENSIONS ALONG OFFSET LINES EXTEND FROM CORNERS OF WALLS AS SHOWN
 4. ● DENOTES PROLONGATION OF NORTHERN FACE OF WALL
 5. ○ DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
 6. # DENOTES PROLONGATION OF WESTERN FACE OF WALL
 7. THE STRATUM OF LOTS 23 AND 24 EXTEND FROM 50 METRES BELOW TO 50 METRES ABOVE THE UPPER SURFACE OF THE LEVEL 1 CONCRETE FLOOR WITHIN LOT 1



(SEE SHEET 8)

Reduction Ratio 1: 400

Lengths are in metres

A. Akbar
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 66/89-51



Lodger Details

Lodger Code 500835
Name MSA NATIONAL
Address L 5, 4 DRAKE AV
MACQUARIE PARK 2113
Lodger Box 1074M
Email POSTSETTLEMENTS.NSW@MSANATIONAL.COM.AU
Reference CLS 3539929 NSW

For Office Use Only

AT282746

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
19/SP38576		

Mortgagor

Given Name(s)	JUAN LORENZO
Family Name	SUAREZ CAMACHO
Given Name(s)	REBECCA JANE
Family Name	SUAREZ-CAMACHO

Mortgagee

Name	BENDIGO AND ADELAIDE BANK LIMITED
ACN	068049178
Australian credit licence	237879

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AP840834
(b) Additional terms and conditions	Nil

Mortgage Execution

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.

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:

- (a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
- (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

The Certifier has taken reasonable steps to verify the identity of the mortgagee 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.

Executed on behalf of	BENDIGO AND ADELAIDE BANK LIMITED
Signer Name	EMILY CLAIRE COETZEE
Signer Organisation	MSA NATIONAL PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	13/07/2023

Lodger Details

Lodger Code 504011J
Name J S MUELLER & CO
Address 240 PRINCES HWY
ARNCLIFFE 2205
Lodger Box 1W
Email JEFFREYMUELLER@MUELLERS.COM.AU
Reference JSM:45002

Land Registry Document Identification

AU465613

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP38576	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP38576
Other legal entity

Meeting Date

30/04/2024

Added by-law No.

Details 31 and 32

Repealed by-law No.

Details Not applicable

Amended by-law No.

Details Not applicable

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. SP38576

Signer Name JEFFREY STEVEN MUELLER

Signer Organisation PARTNERS OF J S MUELLER & CO

Signer Role PRACTITIONER CERTIFIER

Execution Date 02/10/2024



STRATA PLAN NO. 38576

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 38576 was affixed on 1 OCTOBER 2024
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:

A handwritten signature in black ink, appearing to read "Justin Pettit", written over a dotted line.

Name(s):

JUSTIN PETTIT

Authority:

STRATA MANAGER



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1 Bennett Avenue, Strathfield South

By-Laws for Strata Plan No. 38576

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 the common property.

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5 Damage to common property

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screens 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 62, the owner of a lot must maintain and keep in a state of good and serviceable repair a installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

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

15 Garbage disposal

An owner or occupier of a lot:

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

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

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

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

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

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

16 Keeping of animals

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

18 Notice board

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

19 Change in use of lot to be notified

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

20 Air Conditioning

(a) The Owners Corporation shall not grant approval to the installation of air conditioning units if the maximum load of such unit exceeds 10.8amp single phase per lot.

(b) All applications for installation of air conditioning units must be accompanied with a certificate from a suitably qualified person stating that the maximum power output of the system is in accordance with paragraph (a).

(c) The Owners Corporation shall not grant approval to the to the installation of air conditioning units to a lot unless such air conditioning unit is mounted below the fence line of a Lot.

21 Rangehood Exhaust Vent

That the Owner for the time being of a Lot be permitted to install an exhaust vent for a rangehood on the external kitchen wall of a Lot provided that:

- The total cost of installation, maintenance, removal and re-instatement of the said rangehood vent and any consequential damage to the common 1463
- property be at the total expense of the Owner for the time being of the respective Lot;
- That all works are carried out in accordance with the Building Code of Australia;
- That any necessary approvals are first obtained; and
- That any application to install a rangehood vent first be approved by the Executive Committee.

22 Skylights

That the Owner for the time being of a Lot be granted consent to install a skylight on the roof above their prospective Lot provided that:

- The total cost of installation, all future maintenance, removal and re-instatement of the said skylight shall be at the total cost of the Owner for the time being of the respective Lot;
- That any damaged caused to the common property as a result of installation, maintenance or removal of the said skylight shall be at the total cost of the Owner for the time being of the respective Lot;
- That any necessary approvals are first obtained;
- That all works are carried out in accordance with the Building Code of Australia;
- That any proposed installation of a skylight is first approved by the Executive Committee.

23 Intercoms

That the Owner for the time being of a Lot be responsible for the repair, removal and replacement of the intercom system to the Lot.

24 Installation of Items to Roofs / Balconies

Building Works means such works as are proposed by the Lot Owner to the roof and /or the balcony and /or the courtyard and/or the boundary fence (the "External Areas") of the existing Lot from time to time and in accordance with the approval of the Executive Committee of the Owners Corporation and local and state authorities as may be required, for the purpose of erecting upon the External Areas, certain fixtures (the "External Fixtures") as set out below including without limitation the following:

- i) Solar Heating Panels;
- ii) Television Dish Aerials;

- iii) | Conventional Television Aerials;
- iv) Ventilation Equipment;
- v) Exhaust Vents;

Together with all pipes, conduits, brackets and other mechanical means necessary for their installation upon the External Areas.

Act means the Strata Schemes Management Act 1996;

Building means the building erected on the land known as 1 Bennett Avenue, Strathfield South, NSW 2136;

Consent Authority has the meaning given under the Environmental Planning and Assessment Act 1979,

Executive Committee means the Executive Committee of the Owners Corporation of Strata Plan 38576;

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia Lot Owner means an owner from time to time of a Lot in Strata Plan 38576 being at all relevant times the registered proprietor for the time being of the freehold interest in a lot;

Occupier means a lessee, licensee, occupier or mortgagee in possession of a Lot in Strata Plan 38576, including where the context requires their staff, customers and contractors from time to time;

1.0 Undefined words

Undefined words in the by-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

1.1 Interpretation Any reference to: (a) a Law includes a later Law which changes it, including regulations, proclamations, ordinances, and by-laws issued under the later Law; (b) A thing includes the whole or each part of it; and (c) The singular includes the plural and vice versa.

1.2 Headings

Headings do not affect the interpretation of the by-laws.

2.0 SPECIAL PRIVILEGE AND EXCLUSIVE USE

2.1 Rights

Subject to the conditions of this by-law, the Lot Owner will have:

- (a) a special privilege to carry out the Building Works;
- (b) a special privilege in respect of the Common Property to erect and to keep the Building Works to and on the Common Property; and
- (c) The exclusive use of those parts of the Common Property occupied by and created by the Building Works.

2.2 LOTS TO BE BENEFITTED

The Lot to which this additional by-law applies is:

Each of the Lots comprising Strata Plan 38576 being Lot 1 to Lot 77 inclusive.

2.3.0 PERFORMANCE OF BUILDING WORKS

3.1 Prior to performing the Building Works, the Lot Owner must:

- (a) Notify all other Lot Owners who may be directly impacted by the Building Works and obtain their written consent;
- (b) Obtain the permission of the Owners Corporation, which must take into account the impact if any, of the Building Works upon other Lots within the Strata Plan;

- (c) Ensure that the Building Works once completed will be wholly within the air space of their Lot such that they do not encroach upon the air space of any other Lot and will not cause a danger to any person in the vicinity of their Lot and will not detract from the visual amenity of the Building;
- (d) Comply with the reasonable requirements of the Local Council in respect of carrying out the Building Works and obtain its consent if necessary;
- (e) Notwithstanding the above, the Owners Corporation may not unreasonably withhold its consent to any Building Works requested by a Lot Owner or Occupier, provided they are for a lawful purpose, that they comply with the standards imposed by the Owners Corporation and the Local Authority and (a) to (d) above:

3.2 In carrying out the Building Works the Lot Owner must

- (f) Ensure that all areas outside the Lot Owner's Lot are not made unclean or left untidy from the performance of the Building Works;
- (g) Ensure that no damage or interference is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage or interference is caused, immediately to make good such damage and/or interference;
- (h) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner of a Lot or any Occupier of the Building;
- (i) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law;
- (j) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

3.3 The Building Works shall be carried out:

- (a) In a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law;
- (b) In accordance with any plans, drawings and specifications as may be requested by the Executive Committee prior to or at the time of the Lot Owner applying for consent to carry out the said Building Works;
- (c) At the sole cost and expense of the Owner and/or Occupier of the said Lot.

3.4 Reinstatement of the Building Works

Should the Owner and/or Occupier of the Lot decide at some future time to return the Lot to its previous state by removing the said Building Works then they must first notify the Executive Committee and obtain its consent. All reinstatement resulting from the carrying out of the Building Works is to be at the sole expense of the Owner and/or Occupier of the said Lot and must be to the satisfaction of the Executive Committee.

3.5 Maintenance

The Building Works shall at all relevant times be maintained at the cost of the Owner and/or Occupier of the said Lot, but should the Owner and /or Occupier of the said Lot fail to properly maintain the Building Works or allow the Building Works to fall into disrepair, the Owners Corporation may carry out such repair or maintenance which shall constitute a charge to the said Owner and /or Occupier and be reimbursed by them.

4. 0 REGISTRATION OF BY LAW

- (a) The Owners Corporation must attend to the prompt registration of this by — law at the Land and Property Management Authority, New South Wales;
- (b) The Owners Corporation must not, without the written consent of the Lot Owner amend or extinguish these by- laws;
- (c) The Lot Owner shall be liable for the cost of the preparation and registration of this Additional by-law.

25 Electronic Delivery of Notices

A document or notice may be served by the Owners Corporation, its Secretary of Executive Committee on the owner of a lot by electronic means if the owner has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undeliverable") within 24 hours.

26 A proprietor of a lot shall

- a) not use the swimming pool and its surrounds between the hours of 9:00pm and 6:30am;
- b) ensure that his invitees do not use the swimming pool or its surrounds unless he or another proprietor or occupier accompanies them;
- c) ensure that children are not in or around the swimming pool unless accompanied by any adult or occupier that exercising effective control over them;
- d) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the swimming pool or its surrounds;
- e) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the pool by other persons;
- f) not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to any water therein; and
- g) shall at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounds.

31. A proprietor or occupier of a lot shall at all times maintain any garden areas contained within his lot to a reasonable standard in keeping with the appearance of the rest of the building.

27 Enclosure of Car Parking Spaces

- (a) An owner of an underground car parking Lot may enclose their car parking space provided that:
 - (i) Approval is obtained, if required, from the Local Council, and
 - (ii) Approval is obtained from the Executive Committee.
- (b) The Executive Committee must not give approval under Special By-Law 1(a)(ii) if the enclosure is likely to cause an obstruction to the Owner or Occupier or another Lot.
- (c) Any approved enclosure will be constructed at the cost of the Owner of the Lot.
- (d) Any approved enclosure must be maintained by the Owner of the Lot.

28 Eviction from the Swimming Pool Area

- (a) The Owners Corporation may evict an Owner, Occupier or Invitee from the Swimming Pool Area where the Owner, Occupier or Invitee uses language or behaves in a manner likely to cause offence of embarrassment to an Owner or Occupier of another Lot or to an Invitee as determined by the Executive Committee or behaves inappropriately in some other manner as determined by the Executive Committee.
- (b) If an Owner, Occupier or Invitee is evicted from the Swimming Pool Area under Special By-Law 2(a), the Owner, Occupier or Invitee:
 - (i) May be prevented by the Executive Committee from using the Swimming Pool for a period of one month following the date of such eviction or such other period not exceeding four months, as determined by the Executive Committee, and
 - (ii) Must pay to the Owners Corporation any security or other costs of the Owners Corporation in evicting the Owner, Occupier or Invitee and costs associated with restricting and reinstating access to the Swimming Pool Area.

29 Drainage

Additional By- Law. Meaning of Terms

1.1.1 In this by-law, these terms in any form shall mean:

Building Works means works required for any Drainage issues related to the Strata Plan, together with all works, improvements and such additional material connected, related to or arising out of the Building Works.

Drainage means all outlets, pipes, pits, plumbing systems and drainage systems from individual lots and/ or Common Property drainage systems which conducts effluent or sewage or storm water or without limitation any other fluids or liquids whatsoever.

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia Lot Owner means an owner from time to time of Strata Plan 38576 Occupier means an occupier from time to time of a Lot in Strata Plan 38576

1.1.2 Undefined words

Undefined words in the by-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

1.1.3 Interpretation

Any reference to:

- (a) a Law includes a later Law which changes it, including regulations, proclamations, ordinances, and by-laws issued under the later Law;
- (b) A thing includes the whole or each part of it; and
- (c) The singular includes the plural and-Vice versa.

1.1.4 Headings

Headings do not affect the interpretation of the by-laws.

1.2.1 SPECIAL PRIVILEGE AND RESPONSIBILITY

1.2.2 Rights and Responsibility of Lot Owner

Subject to the conditions of this By-law, the Lot Owner will have:

- (a) a special privilege and is deemed hereby to have the responsibility to carry out the Building Works to the Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot;
- (b) the exclusive use of those parts of the Common Property occupied by and created by the Building Works related to or connected to the Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot;
- (c) a responsibility for Repair and Maintenance as outlined in Clause 1.2.4 below in respect to all Building Works related to the Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot.

1.2.3 LOTS TO BE BENEFITTED

The Lot to which this additional by-law applies is: Each of the Lots comprising Strata Plan 38576

1.2.4 REPAIR AND MAINTENANCE

- (a) The Lot Owner has full responsibility in respect to undertaking repair and maintenance and the upkeep of the Building Works for the Drainage, whether pre-existing or arising in the future, within their individual Lot courtyards or upon the external surfaces of their individual Lot;
- (b) The Lot Owner must properly maintain and keep any Common Property created by the Building Works provided the Building Works is related to or connected to the Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot;
- (c) The Lot Owner must properly maintain and keep the Building Works related to or connected to the Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot in a state of good and serviceable repair and must replace the Building Works related to or connected to the Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot as reasonably required and if considered necessary;
- (d) If the Executive Committee of the Owners Corporation determines reasonably that the Building Works related to or connected to the Drainage within the courtyards of an individual Lot or upon the external surfaces of an individual Lot, have not been properly maintained or that they require urgent maintenance and repair in the opinion of the Executive Committee, then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be recoverable from the Lot Owner as a debt against the Lot Owner and the Owners Corporation will not

be liable for any cost of replacing the courtyard surfacing or any external materials of the individual Lot courtyards no matter the extent of the damage or howsoever arising.

1.2.5 PERFORMANCE OF WORKS

In performing the Building Works related to or connected to Drainage within their individual Lot courtyards or upon the external surfaces of their individual Lot, the Lot Owner must:

- (a) Comply with the reasonable requirements of the Owners Corporation;
- (b) Ensure that all areas outside the Lot Owner's lot are not made unclean or left untidy from the performance of the Building Works;
- (c) Ensure that no damage is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;
- (d) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner or any Occupier of the Building;
- (e) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law;
- (f) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

The Building Works related to or connected to the Drainage within individual Lot courtyards or upon the external surfaces of an individual Lot shall be done:

- (g) in a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law.

1.3.1 SPECIAL RESPONSIBILITY OF OWNERS CORPORATION

1.3.2 Rights and Responsibility of Owners Corporation

Subject to the conditions of this By-law, the Owners Corporation will have:

- (h) a special privilege for carrying out the Building Works and the Drainage and is deemed to have the responsibility to carry out the Building Works and the Drainage to the Common Property drainage systems wheresoever located and whether located via subterranean areas or upon the external surfaces of the Common Property;
- (i) the exclusive use of those parts of the Common Property occupied by and created by the Building Works related to or connected to the Drainage to the Common Property drainage systems whether located via subterranean areas or upon the external surfaces of the Common Property;
- (j) a responsibility for Repair and Maintenance as set out in Clause 1.3.4 below in respect to all Building Works related to the Drainage to the Common Property drainage systems whether located via subterranean areas or upon the external surfaces of the Common

Property. 1.3.3 STRATA PLAN TO BE BENEFITTED

The area of the Strata Plan to which this additional section of the By-law applies is:

The Common Property comprising Strata Plan 38576

1.3.4 REPAIR AND MAINTENANCE

- (a) The Owners Corporation has full responsibility in respect to undertaking repair and maintenance and upkeep for Building Works for the Drainage, whether pre-existing or arising in the future, within the Common Property drainage systems whether located via subterranean areas or upon the external surfaces of the Common Property;
- (b) The Owners Corporation must properly maintain and keep any Common Property created by the Building Works provided the Building Works is related to or connected to the Drainage to the Common Property drainage systems whether located via subterranean areas or upon the external surfaces of the Common Property;

- (c) The Owners Corporation must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works provided the Building Works relates to or is otherwise connected to the Drainage to the Common Property drainage systems whether located via subterranean areas or upon the external surfaces of the Common Property and when necessary;
- (d) If the Executive Committee of the Owners Corporation determines that the Building Works related to or connected to the Drainage to the Common Property drainage systems, whether located via subterranean areas or upon the external surfaces of the Common Property, have not been reasonably maintained or require urgent maintenance and repair or any works whatsoever, then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be a cost to be paid by the Owners Corporation, save and except that the Owners Corporation will not be liable for any cost of replacing the courtyard surfacing or any external materials of the courtyards of an individual Lot, which is related to or connected to the Drainage to the Common Property drainage systems, no matter the extent of the damage or howsoever arising.

1.3.5 PERFORMANCE OF WORKS

In performing the Building Works related to or connected to Drainage to the Common Property drainage systems, whether located via subterranean areas or upon the external surfaces of the Common Property, the Owners Corporation will:

- (a) ensure that all areas outside the Lot Owner's lot, if applicable, are not made unclean or left untidy from the performance of the Building Works;
- (b) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner or any Occupier of the Building;
- (c) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law;
- (d) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

The Building Works related to or connected to Drainage to the Common Property drainage systems, whether located via subterranean areas or upon the external surfaces of the Common Property shall be done:

- (e) in a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law.

1.4.1 REGISTRATION OF BY LAW

- (a) The Owners Corporation must attend to the prompt registration of this By - law at the Land and Property Information, New South Wales;
- (b) The Owners Corporation must not, without the Special Resolution of the Owners Corporation, amend or extinguish this By- law;
- (c) The Owners Corporation shall be liable for the cost of the preparation and registration of this Additional By-law.

30 Minor Renovations by Owners – Delegation of Functions

- a. Within the meaning of section 110(6)(b) of the Strata Schemes Management Act 2015 the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee or Managing Agent.
- b. RESOLVES to delegate its functions to the strata committee or Managing Agent in accordance with the by-law made in point a.

31 Renovations (Added)

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) **“5 star rating”** means a 5 star rating in accordance with the AAAC Guide including:
 - (i) an airborne sound insulation rating of not less than a $D_{nT,w} + C_{tr}$ of 50 between separate apartments,
 - (ii) a weighted, standardised impact sound pressure level rating of not more than an $L_{nT,w}$ of 45 between separate apartments,
- (b) **“AAAC Guide”** means the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating dated June 2017,
- (c) **“Act”** means the *Strata Schemes Management Act 2015*,
- (d) **“apartment”** means a lot in the strata scheme,
- (e) **“annexure”** means the annexure to this by-law,
- (f) **“building”** means the building in the strata scheme in which your apartment is located,
- (g) **“common area”** means the common property in the strata scheme,
- (h) **“cosmetic work”** means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - (i) **“flooring works”** means removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors,
 - (j) **“major renovations”** means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,but cannot include cosmetic work or minor renovations,
- (h) **“minor renovations”** means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,

- (ii) renovating any room in your apartment in a manner that does not involve waterproofing or structural changes,
- (iii) changing recessed light fittings,
- (iv) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (v) installing or replacing wood or other hard floors,
- (vi) installing or replacing wiring or cabling or power or access points,
- (vii) installing or replacing pipes and ducts,
- (viii) work involving reconfiguring walls in a manner that does not involve structural changes,
- (ix) installing a rainwater tank,
- (x) installing a clothesline,
- (xi) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xii) installing double or triple glazed windows or window treatments,
- (xiii) installing a heat pump or hot water service,
- (xiv) installing ceiling insulation,
- (xv) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (i) **“renovations”** means minor renovations or major renovations,
- (j) **“strata scheme”** means the strata scheme to which this by-law applies, and
- (k) **“you”** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and

- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

- 3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the renovations,
 - (d) drawings, plans and specifications for the renovations,
 - (e) if the renovations will involve flooring works (apart from in a laundry, lavatory, kitchen or bathroom), a certificate or report from an acoustic consultant or engineer addressed to the owners corporation certifying that the floor coverings that will be exposed or installed during the renovations are likely to achieve at least a 5 star rating,
 - (f) an estimate of the duration and times of the renovations,
 - (g) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
 - (h) details of arrangements to manage any resulting rubbish or debris arising from the renovations.
- 3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.
- 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.6 The owners corporation may engage a consultant to assist it review your application.
- 3.2.7 The owners corporation may:
 - (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental effect on the structural integrity of the building or any part of it,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday-Friday and 9:00am – 3:00pm on Saturdays (not including public holidays) and are not carried out at any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved flooring works (apart from in a laundry, lavatory, kitchen or bathroom), if required by the owners corporation, give the owners corporation a certificate or report from an acoustic consultant or engineer addressed to the owners corporation certifying that the floor coverings exposed or installed during the renovations, when tested in situ, achieve at least a five star rating,

(h) Certificate from Waterproofing Contractor

if the renovations involved waterproofing, if required by the owners corporation, give the owners corporation a certificate or report from the contractor responsible for the installation of the waterproofing certifying that the waterproofing was installed in accordance with and complies with the Building Code of Australia and any applicable Australian Standards.

4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

properly maintain the renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(c) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

if the renovations involved flooring works (apart from in a laundry, lavatory, kitchen or bathroom), ensure that the floor coverings exposed or installed during the renovations achieve at least a five star rating,

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or
- (b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

8. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

9. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

10. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

11. Bathroom and Laundry Renovations

Despite any other provision of this by-law, nothing in this by-law relates to or concerns bathroom or laundry renovations (apart from any part of bathroom or laundry renovations involving structural alterations which is subject to this by-law) and the performance of bathroom and laundry renovations is governed by By-Law No. 32 – Bathroom and Laundry Renovations.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Renovations By-Law**” means By-Law No. 31 – Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

32 Bathroom and Laundry Renovations (Added)

1. Introduction

This by-law gives you the right to renovate your bathroom or laundry on certain conditions.

2. Definitions

In this by-law:

“**bathroom renovations**” means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom or laundry in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

“**lot**” means the lots listed in the Annexure A attached to this by-law,

“**you**” means an owner for the time being of a lot (being the current owner and all successors).

3. Bathroom Renovations

You may carry out bathroom renovations to the bathroom or laundry in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom Renovations

(a) Prior Notice

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

(b) Planning Approvals

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

(c) Insurance Certificates

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989*.

(d) Bond

Before commencing the bathroom renovations you must, if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation.

4.2. During the Bathroom Renovations

(a) Quality of the Bathroom Renovations

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Building Code of Australia

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Bathroom Renovations

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the bathroom renovations are only carried out on weekdays between the hours of 8.00am – 5.00pm and on Saturdays between 9.00am – 3.00pm (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Bathroom Renovations

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Bathroom Renovations

You must pay all costs associated with the bathroom renovations.

4.3. After the Bathroom Renovations

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, if required by the owners corporation, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. Enduring Obligations

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to the common property or any other lot during or as a result of the bathroom renovations, or
- (b) cleaning any part of the common property as a result of the bathroom renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the bathroom renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- (a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- (i) rectify that breach,
- (ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
- (iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

ANNEXURE A

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Lot 2 - TH55
Lot 3 - TH56
Lot 4 - TH57
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**THIS IS THE LAST PAGE OF ANNEXURE "A" TO THE CONSOLIDATION/CHANGE OF BY-LAWS
FOR STRATA PLAN NO. 38576**

The seal of The Owners - Strata Plan No. 38576 was affixed on 1 OCTOBER 2024
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(s): JUSTIN PETTIT

Authority: STRATA MANAGER



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales
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/SP38576	
(B) LODGED BY	Document Collection Box	Name Company JS Mueller & Co. Address Level 1, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail jsmreception@muellers.com.au Contact Number 9562 1266 Customer Account Number Reference ASM:45002
		CODE CH

- (C) The Owner-Strata Plan No. 38576 certify that a special resolution was passed on 30/4/2024 and 18/9/2024
- (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. 31 and 32
Amended by-law No. Not Applicable
as fully set out below:

See Annexure "A" hereto

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 38576 was affixed on 1 OCTOBER 2024 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: [Handwritten Signature]
Name: JUSTIN PETTIT
Authority: STRATA MANAGER
Signature: _____
Name: _____
Authority: _____

