

MINUTES OF THE ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 85881

**ADDRESS OF THE STRATA SCHEME:
BRITTANY, 68-70 ETON STREET & 51-53 MERTON STREET, SUTHERLAND**

The Annual General Meeting of The Owners - Strata Plan 85881 held on **Wednesday, 30 August 2023** at the Stapleton Community Centre, Hall 2, 3A Stapleton Avenue, Sutherland at **6.30pm**.

PRESENT:	LOT	UNIT
Domenic Marco	1	101/51 M
Ashley & Kirsten Curtis	2	102/51 M
Anthony Ng	3	201/51 M
Larah & Ryan Guthrie (via Zoom)	8	402/51 M
Glenda Mitchell	12	104/68 E
Frank & Jill Corcoran	19	201/68 E
Meghan Connor	20	202/68 E
James Sullivan	24	206/68 E
Benjamin Urry	27	209/68 E
Annette Worthy	33	403/68 E
Kieran Frigo	35	101/70 E
Ian Cooper	37	201/70 E
Carie King	41	401/70 E
Lei Zhang & Na Yu	42	402/70 E
Jennifer Bell	46	101/53 M
Michelle Barron (via Zoom)	58	501/53 M
David Bailey	60	103/51 M
Katherine Osborne (via Zoom)	61	104/51 M
Sandra & Ian Clements	62	303/51 M
OTHERS IN ATTENDANCE:		
Kerry Craig		
Anne Louise Bryant	56	402/53 M
PROXY:		
Suzanne Kuipers appointing Kirsten Curtis	4	202/51 M
Yury Pitsishin & Galina Yudina appointing Eugene Netrebenko	6	302/51 M
Stephanie Hymann appointing Anthony Ng	23	205/68 E
David Whittle appointing Ben Urry	34	404/68 E
Stephen Leung appointing Anthony Ng	40	302/70 E
Colin & Catherine Mason appointing Ben Urry	48	103/53 M
Shawn Griffiths appointing the Chairman	55	401/53 M
Shirley Shipman appointing Anne Louise Bryant	56	402/53 M
Michelle Barron appointing Alan Duffin	58	501/53 M
Katherine Osborne appointing Kirsten Curtis	61	104/51 M
APOLOGIES:		
MaryAnne Flick	10	102/68 M

1 MINUTES

RESOLVED that the minutes of the last general meeting of the owners corporation held on 17 October 2022 be confirmed as a true record of the proceedings of that meeting.

2 INSURANCE

RESOLVED that:-

- a) The buildings insurance as noted in the agenda of meeting be received and noted.
- b) The owners corporation confirm that these amounts are sufficient.
- c) The owners corporation decided not to obtain additional insurances.
- d) The owners corporation confirm that the valuation is current and there is no need to obtain a valuation prior to renewal for insurance purposes.
- e) That quotations be obtained prior to renewal and that the Strata Committee be authorised to approve accordingly.

3 COMMISSIONS & TRAINING

RESOLVED that the owners corporation note the report on commissions and training services as detailed in the agenda for this meeting.

4 FIRE SAFETY

RESOLVED that:-

- a) The owners corporation consider the Annual Fire Safety Statement (AFSS) under the Environmental Planning and Assessment Act 1979 and determine actions required prior to obtaining the next Annual Fire Safety Statement.
- b) The strata managing agent be authorised to affix the seal, execute and lodge the AFSS with Council and NSW Fire Brigade.

5 AUDITOR

RESOLVED that Economos be appointed to audit the annual accounts in 2024.

6 FINANCIAL STATEMENTS

RESOLVED that the audited financial accounts presented with the agenda for this meeting be adopted.

7 CAPITAL WORKS PLAN

RESOLVED that the owners corporation note the details contained within the Capital Works Fund report prepared in 2018 and it was agreed that an updated report not be obtained at this stage.

*Alan Duffin and Jennifer Bell voted against the motion
Ben Urry abstained from voting.
Motion Carried.*

8 REPAIRS

- a) RESOLVED that it be noted that if the owners corporation/Strata Committee choose a contractor of their preference, they are to arrange for all appropriate licenses and insurances to be supplied prior to supplying quotations for the property. Southern Strata Management will not be held liable if the owners corporation/Strata Committee do not obtain the appropriate documentation.

- b) RESOLVED that the managing agent be instructed to carry out the following:-
- Pest Treatment & Termite Inspection – currently being done by Drop Dead Pest Control in May annually.
 - Rodent baiting – currently being done by Drop Dead Pest Control quarterly.
 - Pump maintenance – currently being done by Flash Pump & Electrical on a 6 monthly basis.
 - Lift Maintenance – currently contracted with Schindler Lifts until 25 November 2024.
 - Garage & Fire Garage doors – currently being done on a 6 monthly basis by Express Door Services.
 - Fire Monitoring (Brigade)– currently contracted to Romteck Grid until 1 April 2025.

9 BUDGET

RESOLVED that the estimated receipts and payments (budget) for the Administration and Capital Works fund as tabled be adopted.

10 LEVY CONTRIBUTIONS

- a) RESOLVED that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$345,000 excluding and \$379,500 including GST as detailed in the table below.
- b) RESOLVED that contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$53,509.70 excluding and \$58,860.67 including GST as detailed in the table below.
- c) RESOLVED that the Administrative Fund and Capital Works Fund contributions be continued at the rate detailed in the table below until further determined.

Due date	Administration	Capital Works	Total
1/06/2023	\$90,750.04	\$18,840.13	\$109,590.17
1/09/2023	\$90,750.04	\$18,840.13	\$109,590.17
1/12/2023	\$98,999.96	\$10,590.21	\$109,590.17
1/03/2024	\$98,999.96	\$10,590.21	\$109,590.17
TOTAL	\$379,500.00	\$58,860.67	\$438,360.67

Next year	Administration	Capital Works	Total
1/06/2024	\$94,875.00	\$14,715.17	\$109,590.17

11 DEBT RECOVERY

RESOLVED that the owners corporation authorise the managing agent to do the following for the purpose of collecting levies, interest, and recovery costs in accordance with Section 103 of the Strata Schemes Management Act 2015.

- Stage 1 - Issue a reminder levy notice not less than 34 days after the levy due date.
- Stage 2 - Issue a debt recovery notice not less than 64 days after the levy due date.
- Stage 3 - Issue a final debt recovery notice not less than 94 days after the levy due date
- Appoint the services of a debt collection agency to act on behalf of the owners corporation in recovering the levy debt, interest payable and any other costs from the lot owner.

12 PAYMENT PLANS

RESOLVED that the owners corporation agree to the concept of payment plans for the recovery of overdue levies pursuant to Section 85 of the Act but that they be required to pay off those amounts within a 12 month period and the Strata Committee were authorised to approve on a case by case basis.

13 STRATA COMMITTEE

RESOLVED that;

a) The nominations to stand for the Strata Committee be received and noted.

Name	Unit Number	Nomination received
Anthony Ng	201/68 E	Self-nominated verbally
Eugene Netrebenko	501/53 M	Self-nominated verbally
Annette Worthy	403/68 E	Self-nominated verbally
Alan Duffin	403/53 M	Self-nominated verbally
Shawn Griffiths	401/53 M	Written nomination
Alex Milosevski	107/68 E	Self-nominated verbally

- b) The candidates for election to the strata committee had no connections with the original owner or building manager for the scheme.
- c) A motion was proposed by Kirsten Curtis for the number to be determined as five (5), however, that motion was not successful.

The number of members of the strata committee be set as six (6).

- d) That those members be declared elected.
- e) That an honorarium not be paid in accordance with Section 46 of the Strata Schemes Management Act 2015 in recognition of services performed by them since the last annual general meeting.

The managing agent later confirmed that it is not possible for the owners corporation to require committee members to be owner occupiers.

14 STRATA HUB

RESOLVED that the owners delegate to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

15 RESTRICTED MATTERS

Motion deferred.

The managing agent later confirmed that there are currently no restrictions on the Strata Committee and that it will remain in place until determined otherwise. This motion will be included in the agenda for the next general meeting.

16 PASSIVE FIRE REPAIRS IN GARAGE

RESOLVED that a quotation to repair the passive items identified by Bowers during the audit of the garage area be accepted for a cost not exceeding \$127,787 including GST. Please note that comparative quotations are currently being obtained by Dominic from Valen Projects and there may be cost savings.

It was agreed that the next communication include a summary of which companies have been appointed and form part of the engineering team.

17 WATER PENETRATION

RESOLVED that part of the quotation from Combined Building be accepted. \$264,704 inc GST to repair the water penetration into units 103,105 & 109 /68 Eton and 101 & 102/70 Eton.

It was agreed that the water penetration from the walkway between 68 Eton and 51 Merton through the fire stairs and into the garage area is required to be repaired and that the cost estimate for that work is \$45,000. It was noted that quotations are being obtained for this portion of the work and the Strata Committee were authorised to approve as appropriate.

It was also noted that the a strip drain is required to be installed at the front of 68 Eton St foyer and agreed that this matter be investigated and included in Stage 2 if appropriate.

18 SPECIAL LEVY

RESOLVED that;

a) The special levy installments due and payable from 1 December 2023 and approved at the following meetings be cancelled:

- Meeting 29/9/2020 - \$291,880.31 ex GST and \$321,068.35 inc GST over 28 instalments.
- Meeting 28/2/2022 - \$200,000 ex GST and \$220,000 inc GST over 23 instalments.
- Meeting held 17/10/2022 - \$1,363,636.36 ex GST and \$1,500,000 over 21 instalments.

(The remaining amount payable for these levies from 1 December 2023-1 December 2027 is \$1,561,089.37 including GST)

b) On the condition that part a) of this motion is adopted, that a special levy be raised to the Capital Works Fund in accordance with Section 81 (4) of the Act for the amount of \$2,761,089.37 (this incorporates the original \$1,561,089.37 plus a further \$1,200,000) for the purpose of water penetration repairs and fire safety upgrades and that it be due and payable in seventeen (17) installments on 1 December 2023 and quarterly thereafter up to and including 1 December 2027.

*Katie Osborne, Michelle Baron & David Bailey voted against the motion
Motion Carried.*

Meeting Closed at 8:50pm

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 85881**

**ADDRESS OF THE STRATA SCHEME:
BRITTANY, 68-70 ETON STREET & 53-51 MERTON STREET, SUTHERLAND**

The Strata Committee Meeting of Strata Plan 85881 held on **Wednesday, 30 August 2023** at the Stapleton Community Centre, Hall 2, 3A Stapleton Avenue, Sutherland, immediately following the AGM.

PRESENT:	LOT
Anthony Ng	201/68 E
Eugene Netrebenko	501/53 M
Annette Worthy	403/68 E
Alan Duffin	403/53 M
Alex Milosevski	107/68 E
OTHERS IN ATTENDANCE:	
Kerry Craig	
APOLOGIES:	
Shawn Griffiths	401/53 M

CHAIRPERSON: Kerry Craig – Southern Strata Management

1 DISCLOSURE OF PECUNIARY INTERESTS

RESOLVED there were no pecuniary interests declared.

2 MINUTES

RESOLVED that the minutes of the last strata committee meeting held on 9 May 2023 be confirmed as a true record of the proceedings of that meeting.

3 OFFICERS

RESOLVED that in accordance with Section 41 of the Act the Chairperson, Secretary and Treasurer of the Strata Committee be appointed as per the below table:

Name	Unit Number	Position
Alan Duffin	403/53 Merton	Chairperson
Anthony Ng	201/68 Eton	Secretary
Eugene Netrebenko	501/70 Eton	Treasurer

Meeting closed at 9:00pm

MINUTES OF THE STRATA COMMITTEE MEETING STRATA PLAN 85881

ADDRESS OF THE STRATA SCHEME: BRITTANY APARTMENTS, ETON & MERTON STREETS, SUTHERLAND

The Strata Committee Meeting of Strata Plan 85881 held on **Monday, 24 July 2023** via voting paper at Southern Strata Management, 746 Kingsway Gympie at **11am**.

VOTING PAPER:	LOT
Annette Worthy	33
Eugene Netrebenko	43
Alan Duffin	57
Shawn Griffiths	55
Anthony Ng	3
OTHERS IN ATTENDANCE:	
Kerry Craig	

CHAIRPERSON: Kerry Craig – Southern Strata Management

1 DISCLOSURE OF PECUNIARY INTERESTS

RESOLVED there were no pecuniary interests declared.

2 MINUTES

RESOLVED that the minutes of the last strata committee meeting held on 13 June 2023 be confirmed as a true record of the proceedings of that meeting.

3 FIRE SAFETY - VALEN PROJECTS

RESOLVED that the Strata Committee ratify the decision made via email to appoint Dominic Dodwell from Valen Projects as the Project Manager of the building at a rate of \$242 inc GST per hour until such time as they are able to provide a fixed fee cost for the various projects relating to the fire safety upgrade work.

4 WATER PENETRATION – VALEN PROJECTS

RESOLVED that the cost estimate from Valen Projects for \$7,500 +GST to inspect all units and prepare a full photographic record report on water penetration be accepted.

5 IRONBRIDGE ENGINEERING

RESOLVED that the cost estimate from Ironbridge Engineering to carry out the following be accepted.

- a) to prepare full survey of all structural steel in the carpark and accessible areas of the fire stairs
- b) to inspect, carry out ultrasound testing and report on the base of the beam in 68 Eton stairwell and the column in stairs to 53 Merton (please include others if necessary)
- c) to inspect, carry out ultrasound testing and report on the water damaged steel around the base of the shower in 103/51 Merton St
- d) inspect and report on foyer windows and advise if an engineered solution is possible to avoid replacement costs.

6 SAFEQZ ENGINEERING – HEBEL ON SHAFTS

RESOLVED that the quotation from Safeqz Engineering be accepted to:-

- a) Review plans and identify the fixings of the Hebel panels around the lift and stair shaft for \$4,400 inc GST.
- b) Prepare design for rectification work and provide structural compliance certificate for \$6,600 inc GST.

7 STAIR TREDS & RAILING

RESOLVED that the quotation from MH Building be accepted to:-

- a) Install 17 stair treads on the stairs leading to the garbage area for \$1850 inc GST.
- b) Install stair treads on the foyer stairs on level 5 at 70 Eton, Level 4 at 68 Eton & Level 2 at 68 Eton for \$2580 inc GST.
- c) Install a wooden hand rail on the stairs in the foyer on level 5 at 70 Eton St for \$550 inc GST.

8 TREE REMOVAL

RESOLVED that the quotation from Bob & Ben the Tree Men be accepted to remove the three trees and poison the stumps in the Morley St courtyard for \$1980 inc GST.

9 COMBINED BUILDING VARIATION – 103/51 MERTON ST

RESOLVED that cost estimate from Combined Building to carry additional work to the external downpipe for \$4,500-\$5,500 be accepted.

10 COMBINED BUILDING VARIATION – 303/51 MERTON ST

RESOLVED that the cost estimate from Combined Building to carry additional work to the roof top flashing above the balcony for \$3500-\$4500 be accepted.

11 CLEANERS

RESOLVED that the existing cleaner, All Southern Cleaning (\$43,420), be terminated and that Strata Blitz be appointed for \$21,450 per annum including GST.

Meeting Closed at 11:15am

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 85881**

**ADDRESS OF THE STRATA SCHEME:
BRITTANY APARTMENTS, ETON & MERTON STREETS, SUTHERLAND**

The Strata Committee Meeting of Strata Plan 85881 held on **Tuesday, 13 June 2023** via voting paper at Southern Strata Management, 746 Kingsway GyMEA at **11am**.

VOTING PAPER:	LOT
Alex Milosevski	15
Annette Worthy	33
Eugene Netrebenko	43
Alan Duffin	57
OTHERS IN ATTENDANCE:	
Kerry Craig	
APOLOGIES:	
Anthony Ng	3

CHAIRPERSON: Kerry Craig – Southern Strata Management

1 DISCLOSURE OF PECUNIARY INTERESTS

RESOLVED there were no pecuniary interests declared.

2 MINUTES

RESOLVED that the minutes of the last strata committee meeting held on 9 May 2023 be confirmed as a true record of the proceedings of that meeting.

3 PASSIVE

RESOLVED that the quotation from Bowers be accepted to carry out an audit of passive fire areas within the garage and common fire stairs for \$3,300 inc GST.

4 LEGAL ADVICE

RESOLVED that the cost estimate of \$6,600 from Greg Anderson from DEA Lawyers be accepted to provide advice to the owners corporation regarding the Notice of Intention to issue a Fire Order dated 24 May 2023.

5 STRUCTURAL ENGINEERING

RESOLVED that the cost estimate from Ironbridge Engineering to carry out an initial inspection and report on the waterproofing and structural elements at their hourly rate of \$290ph for their principal engineer and \$260ph for their senior engineer.

Meeting Closed at 11:15am

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 85881**

**ADDRESS OF THE STRATA SCHEME:
ETON & MERTON STREETS, SUTHERLAND**

The Strata Committee Meeting of Strata Plan 85881 held on **Tuesday, 9 May 2023** via voting paper at Southern Strata Management, 746 Kingsway, Gymea at **10am**.

VOTING PAPER:	LOT
Annette Worthy	33
Alan Duffin	57
Anthony Ng	3
OTHERS IN ATTENDANCE:	
Kerry Craig	

CHAIRPERSON: Kerry Craig – Southern Strata Management

1 DISCLOSURE OF PECUNIARY INTERESTS

RESOLVED there were no pecuniary interests declared.

2 MINUTES

RESOLVED that the minutes of the last strata committee meeting held on 3 May 2023 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIALS

RESOLVED that the current balance sheet for the period ending 4 May 2023 be received and noted.

4 LOAN DRAWDOWN

RESOLVED that the Strata Committee authorise a further drawdown of \$70,000 on the existing loan facility with Strata Loans.

5 HOLMES FIRE

RESOLVED that the cost estimate from Holmes Fire and Safety to carry out further fire engineering assessments for \$7750 and to prepare a new fire schedule for \$4500 and complete further site inspections for an estimated upper limit of 20 hours for \$7500 be accepted (all figures exclude GST).

Meeting Closed at 10:15am



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006062587
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	23/09/2023 to 23/09/2024 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 85881
Situation	68-70 ETON STREET SUTHERLAND NSW 2232
Additional description	51-53 MERTON STREET, SUTHERLAND NSW 2232

Policies Selected

Policy 1 – Insured Property

Building: \$42,205,800

Common Area Contents: \$422,058

Loss of Rent & Temporary Accommodation (total payable): \$6,330,870

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Not Selected



Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

18/09/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP85881

SEARCH DATE	TIME	EDITION NO	DATE
6/9/2022	11:02 AM	5	26/5/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 85881
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP85881

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 85881
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS - STRATA PLAN 85881
C/ - SOUTHERN STRATA MANAGEMENT PTY LTD
P.O. BOX 98
GYMEA NSW 2227

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B76433 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 B76433 LAND EXCLUDES MINERALS
- 4 AD925483 EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS AFFECTING THE LAND ABOVE DESCRIBED
- 5 AD925483 POSITIVE COVENANT
- 6 SP85881 POSITIVE COVENANT
- 7 SP85881 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 SP85881 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 SP85881 EASEMENT FOR ELECTRICITY & OTHER PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 AQ28908 INITIAL PERIOD EXPIRED
- 11 AS158186 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10007)

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 6/9/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP85881

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10007) (CONTINUED)

STRATA PLAN 85881

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 85881							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 158		2 - 158		3 - 156		4 - 156	
5 - 156		6 - 156		7 - 158		8 - 158	
9 - 158		10 - 158		11 - 166		12 - 170	
13 - 170		14 - 170		15 - 166		16 - 166	
17 - 166		18 - 166		19 - 155		20 - 155	
21 - 170		22 - 166		23 - 166		24 - 166	
25 - 170		26 - 170		27 - 166		28 - 166	
29 - 156		30 - 156		31 - 155		32 - 155	
33 - 155		34 - 155		35 - 153		36 - 151	
37 - 153		38 - 153		39 - 155		40 - 155	
41 - 155		42 - 155		43 - 183		44 - 193	
45 - 153		46 - 155		47 - 163		48 - 163	
49 - 155		50 - 156		51 - 158		52 - 155	
53 - 156		54 - 158		55 - 156		56 - 156	
57 - 156		58 - 156		59 - 158		60 - 196	
61 - 196		62 - 161					

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 6/9/2022

Obtained from NSW LRS on 06 September 2022 11:02 AM AEST

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* 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. GlobalX 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. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.

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:40277

Land Registry Document Identification

AS158186

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/SP85881	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP85881
Other legal entity

Meeting Date

24/04/2022

Repealed by-law No.

Details Not applicable

Amended by-law No.

Details Not applicable

Added by-law No.

Details Special By-Laws 26 and 27

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. SP85881
Signer Name JEFFREY STEVEN MUELLER
Signer Organisation PARTNERS OF J S MUELLER & CO
Signer Role PRACTITIONER CERTIFIER
Execution Date 24/05/2022

Annexure A

Consolidated By-Laws for Strata Plan No 85881

Effective from 11th April, 2022

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The seal of **The Owners - Strata Plan No. 85881** was affixed on 24th May 2022 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: **DEAN EADES**

Authority: **STRATA MANAGER**



Annexure A

Consolidated By-Laws for SP85881

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. Changes to common property

- (1) An owner or person authorised by an owner may install, without consent of the owners corporation:
 - (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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lot or common property
- (4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms a part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any lock or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners' corporation for that purpose. Such washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
3. An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners' corporations.
4. In this clause:
washing includes any clothing, towel, bedding or other article of similar type.

10. Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of

fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11. Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners' corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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. Changes to floor coverings and surfaces

1. An owner or occupier of a lot must notify the owners' corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
2. This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

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. Disposal of waste - shared bins

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust, or other material or discarded item except with the prior written approval of the owners' corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
 - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - b. comply with the local council's guidelines for storage, handling, collection and disposal of waste.
4. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the locals council's requirements or giving notices in writing to owners or occupiers of lots.
5. In this by-law:

"bin" includes any receptacle for waste.

'waste' includes garbage and recyclable material.

16. Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the strata committee.
- (2) The strata committee must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - a. keep the animal within the lot, and
 - b. supervise the animal when it is on the common property, and
 - c. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the strata committee, provide evidence to the strata committee demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability discrimination Act 1992* of the Commonwealth.

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. 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).

19. Provision of amenities or services

1. The owners' corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - a. window cleaning
 - b. garbage disposal and recycling services
 - c. electricity, water or gas supply
 - d. telecommunication services (for example, cable television)
2. If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or services to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which or the conditions on which it will provide the amenity or service.

20. Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

21. Service of documents on owner or lot by the owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address

22. Smoke Penetration

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the company property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

23. Special by-law Major Renovations and Building Works (Lot 57) (passed 20th November, 2019)

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 57 (403/53 Merton St) 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 installation of a power point in the garage and the installation of a garage door opener connected to the common property power supply.

"Major Renovations" means the alterations and additions to the Lot and common property described "plans"

"Renovations By-Law" means By-Law - 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:

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

The Renovations By-Law will apply to the Major Renovations.

- The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.
- 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.
- The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.
- The Owner must pay the reasonable costs of the owners' corporation incurred in connection with approving and registering this by-law.
- 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.
- The power point may only be used for the purpose of the automatic garage

opener.

24. Special By-law Renovations - (passed 20th November 2019)

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

2.1. In this by-law:

- (a) **"act"** means the *Strata Schemes Management Act 2015*;
- (b) **"apartment"** means a lot in the strata scheme,
- (c) **"annexure"** means the annexure to this by-law,
- (d) **"building"** means the building in the strata scheme in which your apartment is located,
- (e) **"common area"** means the common property in the strata scheme,
- (f) **"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,
- (g) **"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 a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a rainwater tank,
 - (xi) installing a clothesline,
 - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - (xiii) installing double or triple glazed windows,
 - (xiv) installing a heat pump or hot water service,
 - (xv) installing ceiling insulation,
 - (xvi) installing an aerial or antenna,
 - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
 - (xviii) 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) an estimate of the duration and times of the renovations,
- (f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) 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 affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) 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,

(g) 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,

(h) 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 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 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 changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

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 changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(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.

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 - 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 Special By-Law No....- 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.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.2 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.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners' corporation incurred in connection with approving and registering this by-law.

4.5 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.

25. Special By-Law - Rules and Recovery of Costs by Owners Corporation (passed 20th November, 2019.)

1 Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2 Definitions

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

- 2.1 **"by-laws"** means any by-laws in force in respect of the strata scheme;
- 2.2 **"cleaning costs"** means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 **"demand"** means a written demand from us to you;
- 2.4 **"denial of access"** means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on, or undertake a pest inspection, extermination or treatment of, the common property or your lot;
- 2.5 **"denial of access costs"** means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 **"expenses"** means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance excess, an insurance increase, remedy expenses and repair costs;
- 2.7 **"false alarm"** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 **"false alarm expenses"** means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 **"fire alarm"** means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;

- 2.10 **"insurance excess"** means an amount equal to any insurance excess payable by us arising out of or in consequence of a claim made on a policy of insurance held by us arising out of or concerning your lot or the common property in connection with your lot including any damage to your lot or its contents or that common property;
- 2.11 **"insurance increase"** means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;
- 2.12 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.13 **"invitee"** includes a guest or contractor;
- 2.14 **"key"** means any key to access the strata scheme or your lot;
- 2.15 **"key charges"** means any cost or expense incurred by us issuing you with a replacement key;
- 2.16 **"lot"** means a lot in the strata scheme;
- 2.17 **"occupier"** means a person in occupation of a lot and includes a tenant;
- 2.18 **"owner"** means an owner of a lot;
- 2.19 **"recovery costs"** means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.20 **"remedy expenses"** means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.21 **"repair costs"** means any cost or expense we incur repairing damage to common property, or repairing any part of your lot or its contents, arising out of or as a result of your breach of this by-law;
- 2.22 **"Strata Act"** means the Strata Schemes Management Act 2015;
- 2.23 **"strata scheme"** means the strata scheme to which this by-law applies;
- 2.24 **"us" or "we"** means the owners corporation; and
- 2.25 **"you"** means an owner or occupier.

3 Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this bylaw;

- 3.2 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;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 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;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 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.

4 General Rules

- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do or omit to do anything that causes us to incur or pay an insurance excess or that causes an insurance premium payable by us to increase.
- 4.7 You must not cause a denial of access.
- 4.8 You must not lose a key.
- 4.9 You must not request that we or our contractor repair any part of your lot or its contents.

5 General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6 Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7 Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8 Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9 Recovery of Expenses, Interest, Etc.

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

10 Mode of Recovery of Expenses, Interest, Etc.

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11 Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12 **Sale of Lot**

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

26. **By-law No. 26 Fire and Life safety (passed 11th April, 2022)**

Introduction

1. The restrictions in this by-law are for the purpose of protecting the health, fire and life safety (including in particular compliance with fire safety regulations), welfare and real and personal property of the owners' corporation and owners, tenants, occupiers and visitors.

2. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:

- (a) the *Environmental Planning and Assessment Act 1979* (NSW) and Regulations thereunder or any Act or Regulations replacing the same;
- (b) any conditions of any consent given by the Council in connection with the development approval for the development of the site now constituted by the Strata Plan;
- (c) the *Strata Schemes Management Act 2015*; and
- (d) the law.

Definitions and interpretation

3. In this by-law these terms (in any form) mean:

Act means the *Strata Schemes Management Act 2015*;

invitee means a person on the parcel with the express or implied consent of an owner, tenant or occupier;

smoke means to inhale, hold or otherwise have control of ignited tobacco or any other substance (including e-cigarettes) that is intended to be smoked by means of a cigarette, cigar, pipe or any other method;

vehicle includes motorcars, motorcycles, bicycles, boats, caravans, trucks and trailers.

4. In this by-law, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;

- (e)) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to anything includes a part of that thing;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, reputations, proclamations, ordinances or by-laws carrying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (i) a term defined in the Act will have the same meaning;
- (j) where no time is specified for compliance with an obligation of an Owner or Occupier of a Lot under these by-laws, that Owner or Occupier must comply with that obligation promptly; and
- (k) if any provision or part of a provision of a by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed to the extent that it is void or invalid or unenforceable but the remainder of the by-law or the relevant provision shall remain in full force and effect.

Prohibition on certain activities

5. An owner, tenant or occupier must not anywhere on the parcel:

- (a) use any appliance, device, equipment, heater or any other apparatus that utilises an open flame (except for gas cooktops in kitchens and installed gas hot water heaters);
- (b) burn an open flame;
- (c) smoke;
- (d) use a BBQ;
- (e) burn a candle;
- (f) keep or store any inflammable chemical, liquid, gas or other inflammable material gas bottles, petrol containers and flammable liquids;
- (g) park a motor vehicle (except if the vehicle is a motor car it may be in a designated parking space for use by disabled persons provided the driver of the motor car is an occupier and holds and displays a valid NSW Government Mobility Parking Scheme Parking Permit.

6. An owner, tenant or occupier must not anywhere on the parcel store, dump, discard or otherwise leave on the common property any material including plant, machinery, equipment, furniture, appliances, boxes, merchandise, domestic and commercial waste, refuse and garbage (including associated receptacles), baby strollers, prams, shopping bags, luggage and items of a personal nature or any other personal property.

Removal of potentially hazardous material

7. An owner, tenant or occupier must immediately remove and keep away from the parcel any inflammable chemical, liquid, gas or other inflammable material gas bottles, petrol containers and flammable liquids.

Liability for invitees

8. An owner, tenant or occupier must use their best endeavors to ensure that their invitee(s) comply with the same obligations applicable to owners, tenants or occupiers under this by-law (so far as those obligations are capable of such application).

27. By-Law No. 27 Electronic service of notices {passed 11th April, 2022)

1. This by-law applies to a notice or other document required or authorised under the Strata Schemes Management Act 2015 or the by-laws to be given by the owners corporation, the strata committee, the secretary of the owners corporation or the strata managing agent.

2. The owners' corporation from the date of making this by-law intends to serve all notices and documents on owners and occupiers of lots electronically by e-mail.

3. An owner or occupier of a lot must comply with a request made by the owners' corporation or strata committee or strata managing agent to provide an e-mail address for the service of notices and documents.

4. A notice or other document is taken to be served on an owner, tenant or occupier of a lot by sending it by electronic transmission (by e-mail) to an address or location nominated in correspondence or otherwise by the owner, tenant or occupier as an address or location to which correspondence can be sent.

5. If an owner, tenant or occupier of a lot prefers not to receive notices and documents electronically, the owner, tenant or occupier must contact the strata managing agent and confirm such preference in writing in which case notices and documents will be served in hard copy (although that will likely incur additional costs for the owners corporation).

The seal of **The Owners - Strata Plan No. 85881** was affixed on 24th May 2022 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: DEANE ADES

Authority: STRATA MANAGER.



Fonn: ISCH
Release: 2 -1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

PRIVACY NOTE: Section 318 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/S85881

(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any	CODE CH
	Collection	SOUTHERN STRATA MANAGEMENT	
	Box	P.O. BOX 98 GYMEA NSW 2227 info@southernstrata.com.au	
	Reference: !KERRY OR GARETH CRAIG (02) 8582-1100		

- (C) The Owners-Strata Plan No. 85881 certify that a special resolution was passed on 24/4/2022
- (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. BY-LAW No. 26 & 27
Amended by-law No. NOT APPLICABLE
as fully set out below:

CONSOLIDATED BY-LAWS ATTACHED AS ANNEXURE A

- (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. 85881 was affixed on 24/5/2022 in the presence of
by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority: STRATA MANAGER

Signature:

Name:

Authority:

