



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AN878537C

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

(A) TORRENS TITLE	For the common property CP/SP 47495	
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN Reference: F1112 150 410 - CHA
		CODE CH

- (C) The Owners-Strata Plan No. 47495 certify that a special resolution was passed on 11/09/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 9 & 10
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 47495 was affixed on 22/11/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Don Barrera

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

Signature:

Name:

Authority:

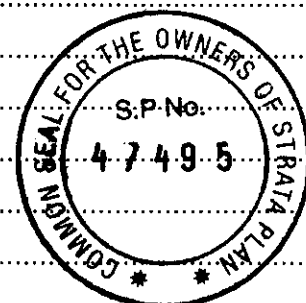


ANNEXURE A

STRATA PLAN 47495

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By-law 1 - Noise

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

By-law 2 - Vehicles

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

By-law 3 - Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

By-law 5 - Damage to common property

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

(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 to improve safety within the owner's lot, 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, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(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 of the Act, 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 (3) that forms 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 locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

By-law 10 - 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 corporation.

- (4) In this clause:

“washing” includes any clothing, towel, bedding or other article of a similar type.

By-law 11 - Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitee of the owner or occupier to do any thing 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.

By-law 12 - 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.

By-law 13 - Storage of inflammable liquids and other substances and materials

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

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

By-law 14 - 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 the 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.

By-law 15 - 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 or another lot.

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

By-law 16 - Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirement for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with local council's requirements.

By-law 17 - Keeping of animals

(1) Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

By-law 18 - Appearance of lot

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

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

By-law 19 - Change in use of lot to be notified

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

By-law 20 - 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 service 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.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 21 - 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.

By-law 22 - Service of documents on owner of lot by 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 email address of the service of notices and the document is sent to that address.

By-law 23 - Notice board

The Owners Corporation must cause at least one notice board to be affixed to some part of the common property.

Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

By-law 24 - Electronic delivery of notices

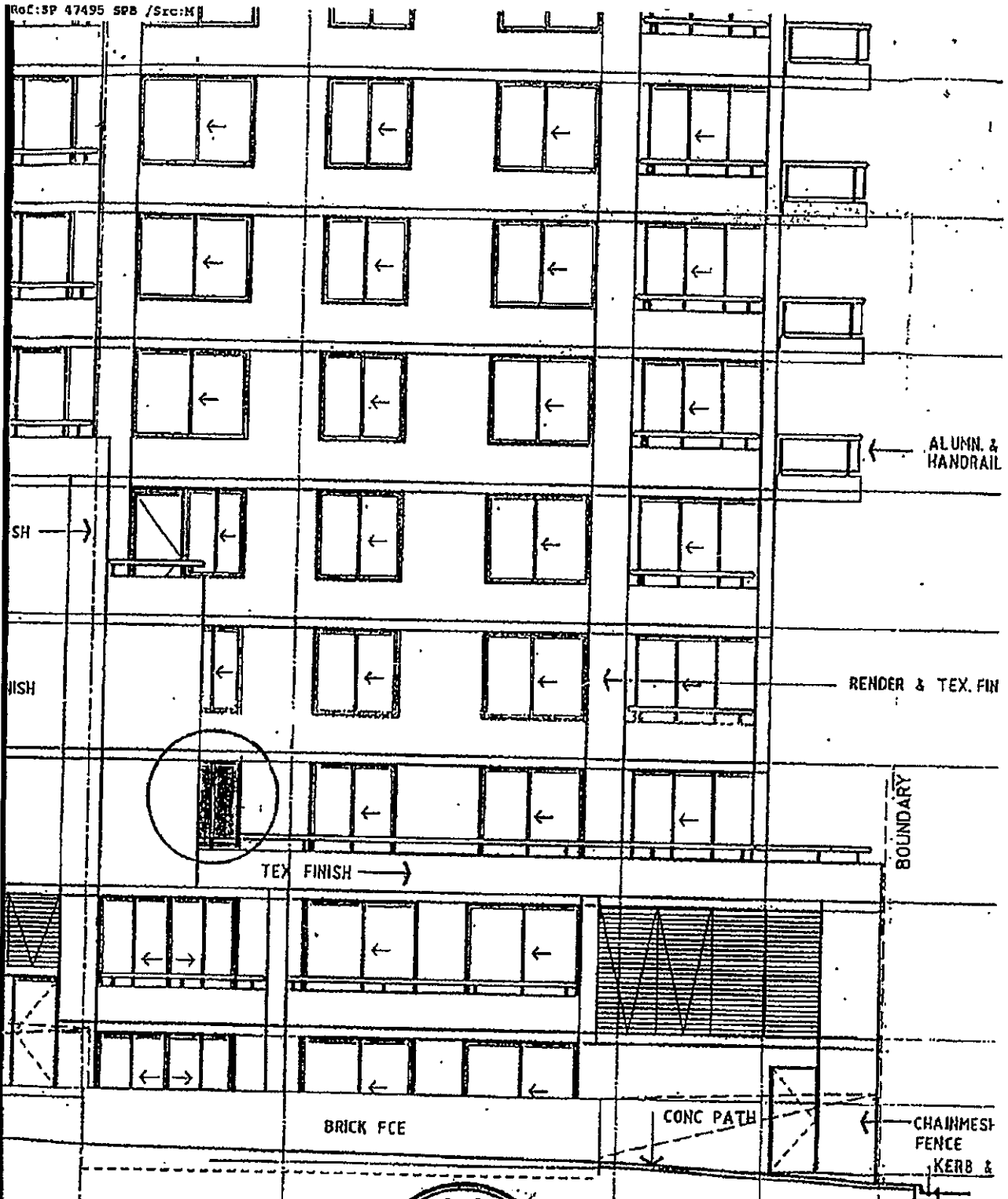
A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served 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 and electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

By-law 25 - Lot 15 installation of window

"The owner of Lot 15 (Unit 107) is granted consent to install a window on the western wall of Lot 15, approximately 1000mm wide by 1000mm high as shown on the attached plan subject to the following conditions:

1. All work to be carried out at the expense of the owner of Lot 15;
2. Any associated costs (e.g. Local Council fees, By-law registration fees etc) must be paid by the owner of Lot 15;
3. That all necessary approvals are first obtained from North Sydney Council;
4. All work to be carried out in a tradesman like manner;
5. The owner of Lot 15 to be responsible for any damage caused to the common property as a result of the installation;
6. Future repairs and maintenance of the new work to be the responsibility of the owner for the time being of Lot 15."
7. That a letter of indemnity be provided to the owners corporation against any future problem whatsoever with the said window.

Ref:SP 47495 SPB /Src:M



Y05

Y04



Y02

Y01

[Signature]
25/5/02 3/4

1 JUNE 9
ISSUED FI
VARIATION
QUOTATION

001928927

IMITED

PROPOSED RESIDENTIAL
27 28 M LADEN STREET

107/39 McLaren Street
NORTH SYDNEY NSW 2060

~~The Owners Strata Plan 47495~~

C/- Strata Master
P O Box 219
CREMORNE NSW 2090

22 February 2001

Dear Sirs

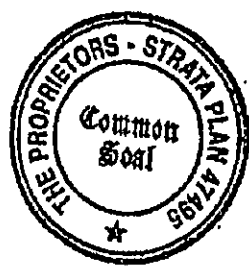
INDEMNITY - WORK ON LOT 15 (UNIT 107)

In consideration of the Owners Corporation resolving on 4 December 2000 to pass a special resolution concerning the installation of a window on the western side of our lot during our ownership of our lot we hold the Owners Corporation indemnified in respect to:-

1. The cost of all work to be carried out including associated fees (eg Local Council fees, by-law registration fees etc.).
2. The cost of rectification of any damage to the common property caused by the work.
3. Future repairs and maintenance in respect to the work which we will undertake at our expense.

R. G. Cooper *A. Cooper*

 R G and N Cooper



[Signature]
 26/6/02

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By-law 26 – Air conditioning

(i) The owners of each lot have:

(a) Exclusive use and enjoyment of the common property air conditioning plant exclusively servicing their lot;

(b) The special privilege to replace air conditioning plant with authorised replacement plant;
and

THE OWNER'S OBLIGATIONS

Each Owner must:

(a) Maintain, repair and replace, in a proper and workmanlike manner, air conditioning plant which exclusively serves their lot including the safety overflow tray and the plastic disposal pipe leading from the tray to the sewer;

(b) Comply with all statutes, by-laws, regulations, rules and government agencies' requirements about air conditioners, air conditioning plant and the exercising of rights under this by-law;

(c) Repair damage to the common property caused by exercising rights under this by-law;
and

(d) Ensure that the air conditioning plant, if operated, is safe and does not create a nuisance or hazard.

OBLIGATIONS OF THE OWNERS CORPORATION

The Owners Corporation must:

(a) Maintain the condenser water circuit up to and including the gate valve on supply of the individual unit and from and including the balancing valve on return;

(b) Give the Owners regular accounts of their costs under this by-law:

(c) Maintain insurance policies in relation to the common property air conditioning plant; and

(d) Have agreements with another person about the operation of air conditioning plant.

RIGHTS OF THE OWNERS CORPORATION ON BREACH

If an owner is in breach of any condition of this by-law and fails to rectify that breach within 30 days of service of written notice by the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and recover from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs.

In this by-law:

"Air conditioning plant" means individual air conditioning plant and equipment, which exclusively services a lot in the strata scheme.

"Authorised replacement plant" means air conditioning plant and equipment of a type, brand and model which is approved by the Owners Corporation from time to time or which is identical to existing air conditioning plant

AND IT IS FURTHER SPECIALLY RESOLVED:

(ii) That a notification of change of by-laws for the by-law made in the preceding resolution be lodged for registration under Section 52 of the Strata Schemes Management Act only if:

(a) All owners of lots in the strata scheme which have air conditioning units exclusively servicing their lots consent under Section 52 of the Act to the making of the by-law; or

(b) For those owners who have refused to consent to the making of the by-law, the Strata Schemes Board makes an order under Section 158 of the Act for a by-law to be made in or to the effect of that by-law.

(iii) That the Owners Corporation apply to the Strata Schemes Board under Section 158 of the Act for an order making a by-law in or the effect of (i) herein for each lot in the strata scheme for which consent to the making of the by-law under the resolution has not been received and that the managing agent instruct a solicitor to act on the owners corporation's behalf in making the application.

(iv) That the Owners Corporation acknowledge the consents to the creation of the by-law in terms of (i) herein by the owners of each lot.

(v) That the Owners Corporation affix its seal to the Change of By-Laws Form.

(vi) That the Owners Corporation lodge the Change of By-Laws Form for registration at Land and Property Information NSW.

By-laws 27-29 – Not utilised

By-law 30 – Swimming pool

(30) A proprietor or occupier of a lot, or their invitees, shall:

a) not use the swimming pool and its surrounding area between the hours of 9:00pm Eastern Standard Time or 10:00pm Eastern Summer Time and 6:00am;

b) ensure that his invitees do not enter the pool room unless he or another proprietor or occupier accompanies them;

c) ensure that children are not in or around the swimming pool unless accompanied by an adult proprietor or occupier 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 surrounding enclosure;

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;

g) shall at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounding enclosure; and

h) shall be adequately clothed and dry when leaving or entering the pool room.

By-law 31 – Repealed – refer to special by-law no. 1

By-law 32 – Security screens

(32) A proprietor or occupier of a lot shall not cause, or permit to cause, any security screen or grille to be affixed to his lot without first obtaining written approval of the Council and further the Council shall be empowered to set standards of uniformity for security screens or grilles to be affixed throughout the property.

By-law 33 – Security system

(33) The Council shall be authorised and empowered to regulate and control the issue of keys or other devices required to activate the security systems in the building and further that the Council shall be authorised and empowered from time to time to decide on any deposit and/or fee to be chargeable or to limit the number of such devices to be issued to proprietors and/or occupiers.

By-law 34 – Not utilised

By-law 35 – Car washing

(35) A proprietor or occupier of a lot shall not without the written permission of the body corporate wash or clean any motor vehicle upon his lot or the common property except on areas of common property specifically designated for that purpose.

Special by-law no. 1 – Moving furniture, large objects and heavy goods on or through common property

Foyer not be used

1. Furniture, large objects and heavy goods must not be transported by trolleys or otherwise through the foyer entrance of the building owned by the Owners-Strata Plan 47495 ("**the Owners Corporation**") at any time.

Conditions

2. Movement of furniture, large objects and heavy goods into and out of the building ("**the movement**") is permitted only if the following conditions are met.

B1 car park level

3. The movement must be through the B1 car park level.

Supervision

4. The movement must be supervised by an authorised representative of the Owners Corporation ("**the authorised representative**").

5. The authorised representative shall be appointed from time to time by the Executive Committee of the Owners Corporation.

Prior notice

6. The owner or occupier of a lot, as the case may be, for whom the furniture, large objects or heavy goods are to be moved into or out of the building ("**the owner or occupier**") must give adequate prior notice to the Strata Manager of the proposed movement to enable the Strata Manager to make arrangements for supervision of the movement by the authorised representative. That notice must be at least 2 clear business days.

Delivery / removal vehicle

7. The delivery or removal vehicle must be parked where specified by the authorised representative.

Security

8. The authorised representative may take all reasonable steps to secure the car park area and any other part of the common property of the Owners Corporation for the duration of the movement. Without limiting that power, the authorised representative may close off or restrict access to any part of the common property for the duration of the movement.

9. The owner or occupier must not do or fail to do or permit anything to be done or omitted in relation to the movement which may prejudice the security of the building. Without limiting that obligation, the owner or occupier must not give an access key to a person delivering or removing furniture, a large object or a heavy good.

Protective coverings

10. The internal walls of the lift being used for the movement must be protected by wall blankets and, to the extent reasonably practicable, the lift floor must also be protected.

Emergency exits

11. The owner or occupier must ensure that no emergency exit is impeded by the movement.

Deposit

12. The owner or occupier must pay a deposit to the Strata Manager of such amount as the Strata Manager believes reasonable to cover the estimated cost to the Owners Corporation for supervision of the movement by the authorised representative.

Make good

13. The owner or occupier must promptly:

- a. remove all debris resulting from the movement; and
- b. make good any damage to the common property caused by, or as a result of, the movement.

Liability

14. The owner or occupier is liable for any damage caused to any part of the common property by the movement.

15. The owner or occupier is liable for any damage caused to any other lot or the contents of any other lot by the movement.

Indemnity

16. The owner indemnifies the Owners Corporation against any cost, expense, loss or damage the Owners Corporation suffers in relation to the movement.

17. The owner's indemnity extends to cost, expense, loss or damage the Owners Corporation suffers in relation to a movement by or for the occupier of the owner's lot.

Costs

18. The owner or occupier is to bear the cost of complying with the conditions of this By-Law.
19. The costs of complying with the conditions of this By-Law will include payment of the reasonable charges of the authorised representative for supervision of the movement.

Rights of the Owners Corporation

20. In the event of a failure by an owner or an occupier to comply with an obligation under this By-Law, the Owners Corporation may take reasonable steps to remedy the failure.
21. The Owners Corporation may recover the cost of remedying the failure as a debt from the owner or the occupier.

Special by-law no. 2 - Prohibit certain activities

1. The owners or occupiers of lots in Strata Plan 47495 must not use, or permit a lot to be used, for any of the following purposes:
 - a) Gaming establishment;
 - b) Brothel;
 - c) Massage parlour;
 - d) Amusement parlour;
 - e) Needle exchange;
 - f) Holiday accommodation or short term rental accommodation for a period of less than three (3) months.

Rights of the Owners Corporation

2. In the event of a failure by an owner or an occupier to comply with an obligation under this By-Law, the Owners Corporation may issue a notice to comply under section 45 of the Strata Schemes Management Act 1996 to the owner of the relevant lot.
3. The Owners Corporation may recover the cost of remedying the failure as a debt from the owner or the occupier.

Special by-law no. 3 - Prohibition on smoking

Prohibition

1. Smoking is prohibited in all common property areas of Strata Plan 47495.
2. Without limiting the preceding clause, smoking is prohibited in the car park, the porte-cochere, the lift lobbies, corridors, stairways and the swimming pool area.

Invitees

3. An owner or occupier of a lot must take all reasonable steps to ensure that the invitees of the owner or occupier are made aware of, and comply with, the prohibition on smoking in all common property areas of Strata Plan 47495.

Notices

4. The Executive Committee of the Owners - Strata Plan 47495 ("**the Executive Committee**") may have such notices as it considers appropriate made and installed on such common property as it considers appropriate informing users of the common property of the prohibition on smoking.

Special by-law no. 4 - Prohibition on junk mail

Prohibition

5. An owner or occupier of a lot must not seek or agree to accept printed material of a commercial nature (such as advertising leaflets and marketing literature) which is not personally addressed to them ("**junk mail**").
6. An owner or occupier of a lot must not distribute junk mail to another owner or occupier of a lot.

Notices

7. The Executive Committee may have such notices as it considers appropriate made and installed on such common property as it considers appropriate informing owners, occupiers and third parties of the prohibition on junk mail.
8. Without limiting the preceding clause, the Executive Committee may place "No Unaddressed Advertising" stickers or similar notices adjacent to the mail boxes for the lots in the Strata Plan.

Special by-law no. 5 – Hot water equipment

Approval of existing installations

1. Equipment, including ancillary equipment such as pipes, for heating water servicing unit 6 on each floor of the building (namely the units numbered 106, 206, 306, 406, 506, 606 and 706) ("**the existing hot water equipment**") has been installed on the common property owned by The Owners- Strata Plan 47495 ("**the Owners Corporation**") without its approval.
2. The Owners Corporation, subject to the conditions of this By-Law, approves the installation of the existing hot water equipment.

Maintenance and repair

3. The owner of a lot serviced by the existing hot water equipment must maintain that equipment in a state of good and serviceable repair.
4. The owner of such a lot must ensure that the existing hot water equipment does not disturb by noise or vibration or escape of water or in any other manner the peaceful enjoyment of any other owner or occupier of their lot.
5. Without limiting the preceding clauses or any other clause in this By-law, the owner of a lot serviced by the existing hot water equipment must comply with any requirement or order of the Owners Corporation or local Council or other statutory authority, tribunal or Court concerning the existing hot water equipment.
6. Any repair to the existing hot water equipment must be carried out by a suitably qualified serviceman.

Removal

7. The owner of a lot serviced by the existing hot water equipment must ensure that when the existing hot water equipment is removed it is removed in a proper and workmanlike manner by a suitably qualified servicemen or duly licenced contractor or supplier.
8. The owner of a lot serviced by the existing hot water equipment must ensure that the removal of the existing hot water equipment does not affect the structural integrity of any part of the building and does not disturb by noise or vibration or escape of water or in any other manner the peaceful enjoyment of any other owner or occupier of their lot.

New Installation

9. The owner or occupier of a lot seeking to replace the existing hot water equipment may install new hot water equipment including ancillary equipment such as pipes ("**the new hot water equipment**") only if the following conditions are satisfied:

- a. The new hot water equipment is to be located in the position formerly occupied by the existing hot water equipment or within the lot.
- b. The owner of the lot must first lodge with the Executive Committee of the Owners Corporation details of the new hot water equipment proposed to be installed.
- c. The new hot water equipment when installed must not disturb by noise or vibration or escape of water or otherwise the peaceful enjoyment of any other owner or occupier of their lot.
- d. The new hot water equipment must comply with the requirements of any relevant Australian Standard and any standard imposed from time to time by the local Council.
- e. The new hot water equipment must be installed in a proper and workmanlike manner by a suitably qualified serviceman or duly licensed contractor or supplier. Without limiting that condition, an installation must be carried out using appropriate, new, premium quality materials and in accordance with the manufacturer's specifications.
- f. The new hot water equipment must be installed in accordance with any applicable direction, order or requirement of the local Council.
- g. The installation of the hot water equipment must not affect the structural integrity of any part of the building.

10. The owner of the lot serviced by the new hot water equipment must maintain that equipment in a state of good and serviceable repair.

11. Any repair to the new hot water equipment must be carried out by a suitably qualified serviceman.

Make good

12. The owner of a lot serviced by existing hot water equipment or new hot water equipment (in either case hereafter called "**the hot water equipment**") must promptly:

- h. remove all debris resulting from the installation, operation, maintenance, repair or removal of the hot water equipment; and
- i. make good any damage to the common property caused by, or as a result of, the installation, operation, maintenance, repair or removal of the hot water equipment.

Liability

13. The owner of a lot serviced by the hot water equipment is liable for any damage caused to any part of the common property during or arising from the installation, operation, maintenance, repair, removal or replacement of the hot water equipment.

14. The owner of a lot serviced by the hot water equipment is liable for any damage caused to any other lot or the contents of any other lot during or arising from the installation, operation, maintenance, repair, removal or replacement of the hot water equipment.

Indemnity

15. The owner of a lot serviced by the hot water equipment indemnifies the Owners Corporation against any cost, expense, loss or damage the Owners Corporation suffers in relation to the installation, operation, maintenance, repair, removal or replacement of the hot water equipment.

Costs

16. The owner of a lot serviced by the hot water equipment is to bear the cost of complying with the above conditions in connection with their lot.

Exclusive use of common property

17. The owner of a lot serviced by the hot water equipment is entitled, on the conditions of this By-Law, to the exclusive use and enjoyment of so much of the common property as is required for the operation, maintenance, repair or removal of that hot water equipment and has the right and special privilege to use that common property for those purposes.

18. Without limiting the preceding clause, the owner must consent in writing addressed to the Owners Corporation to being bound by the terms of this By-Law.

Special by-law no. 6 – Alteration to lot 80 and common property

PART 1 - COMPLIANCE

Notwithstanding anything contained in the by-laws which apply to this scheme, all current and future Owners and Licensees of Lot 60 are subject to the restrictions outlined in Part 3 of this By-law.

PART 2 - DEFINITIONS

2.1 In this By-Law, unless the context otherwise requires:

2.1.1 **Act** means *Strata Schemes Management Act 1996*.

2.1.2 **Common Property** means any part of the common property created by the registration of Strata Plan No. 47495.

2.1.3 **Executive Committee** means the Executive Committee for the time being of Strata Plan No. 47495.

2.1.4 **Licensee** means any lessee, licensee, tenant or other invitee of a Lot.

2.1.5 **Lot** means lot 80 in Strata Plan No. 47495.

2.1.6 **Owner** means the owner for the time being of lot 60 in Strata Plan No. 47495.

2.1.7 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 47495.

2.1.8 **Regulation** means *Strata Schemes Management Regulation 2005*.

2.1.9 **Strata Scheme** means the strata scheme relating to Strata Plan No. 47495.

2.1.10 **Work** means the work set out in item 3.1.

2.2 In this By-Law, unless the context otherwise requires:

2.2.1 The singular includes the plural and vice versa.

2.2.2 Any gender includes any other gender.

2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

2.3 In the case of any inconsistency between a provision of this By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

PART 3

ALTERATION/IMPROVEMENT TO LOT 80

3.1 Subject to the conditions set out in item 3.2 below, the Owner's Corporation permits the Owner to undertake the following building work to the Lot and the Common Property:

3.1.1 Install an awning on the northern balcony as shown and described in plans prepared by Lodder Architects dated 4 October 2010 a copy of which is annexed and marked "B".

3.2 Permission is granted for the Owner to carry out the Work, subject to the following conditions:

General Conditions

3.2.1 The Owner is and shall remain liable for the cost of the Work.

3.2.2 The Work must be carried out in a professional and workmanlike manner by (if otherwise required by legislation for the performance of such Work) duly licensed and insured tradespeople.

3.2.3 The Owner is and shall remain liable for the cost of any future maintenance or remedial work required to be undertaken to maintain or repair the Work.

3.2.4 The Owner indemnifies the Owner's Corporation in respect of any damage (whether now or in the future) occasioned to any common property or to any other lot by reason of the inadequacy or otherwise as a direct or indirect consequence of the Work.

3.2.5 The Owner is and shall be liable for the costs associated with drafting, amending and registering this By-Law.

3.2.6 All new external finishes must match existing external finishes.

Annexure B'

DEVELOPMENT APPLICATION

UNIT 1201 (level 12)
 39 McLAREN STREET
 NORTH SYDNEY

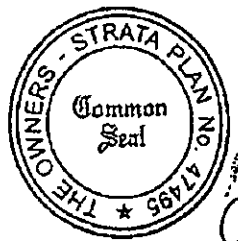
DRAWING LIST (DA - OCTOBER 4, 2010) ISSUE A

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|-----------|---------------------------|
| DA SERIES | COVER SHEET |
| DA01 | SITE PHOTOGRAPHS |
| DA02 | SITE PLAN |
| DA03 | GROUND PLAN |
| DA04 | STREET ELEVATION - NORTH |
| DA05 | NORTH ELEVATION / SECTION |
| DA06 | ELEVATIONS |
| DA07 | SPECIFICATIONS |
| DA08 | |

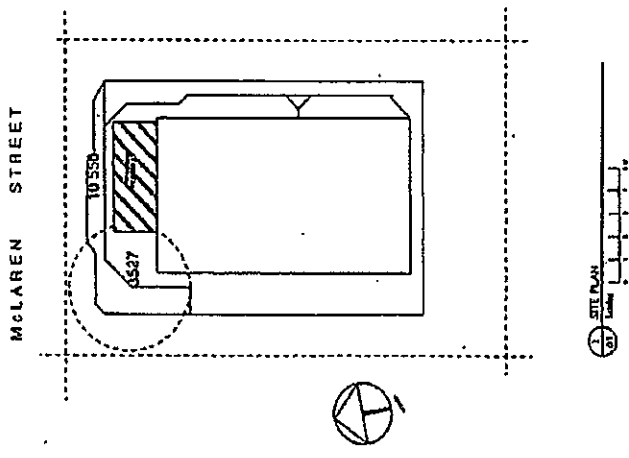
PRELIMINARY FOR REVIEW

LODDER ARCHITECTS	PO BOX 4 SEAFORTH NSW 2092 02 8949 9389 pe@loderarchitects.com.au	Proposed New Covered Perigola to existing balcony	Address Unit 1201 39 McLaren St, North Sydney	COPYRIGHT PROTECTED	DATE COVER PAGE October 2010	DRG. DA 01	ISSUE A

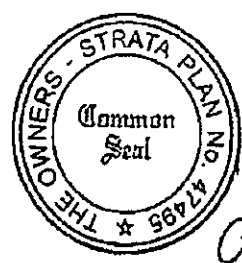
4 of 10



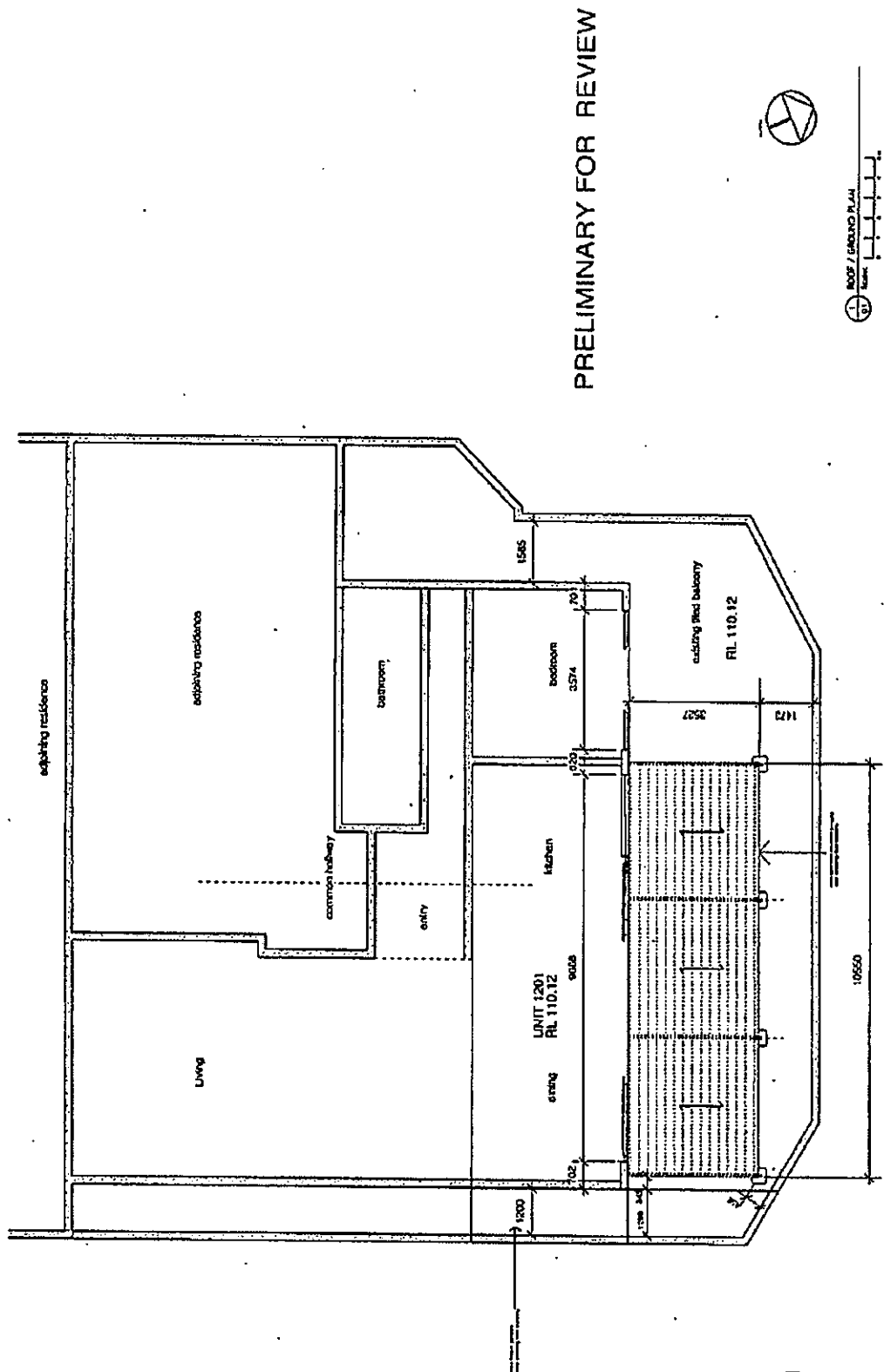
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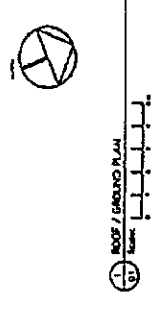
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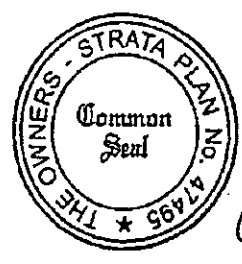
LODDER ARCHITECTS	PO BOX 4 SEAFORTH NSW 2092 02 9949 9069 admin@lodderarchitects.com.au	Proposed New Covered Pergolas to existing balcony	Lot/Address Unit 1201 39 McLaren St, North Sydney	COPYRIGHT PROTECTED	SITE PLAN October 2010	DRG. DA 03	ISSUE A
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PRELIMINARY FOR REVIEW

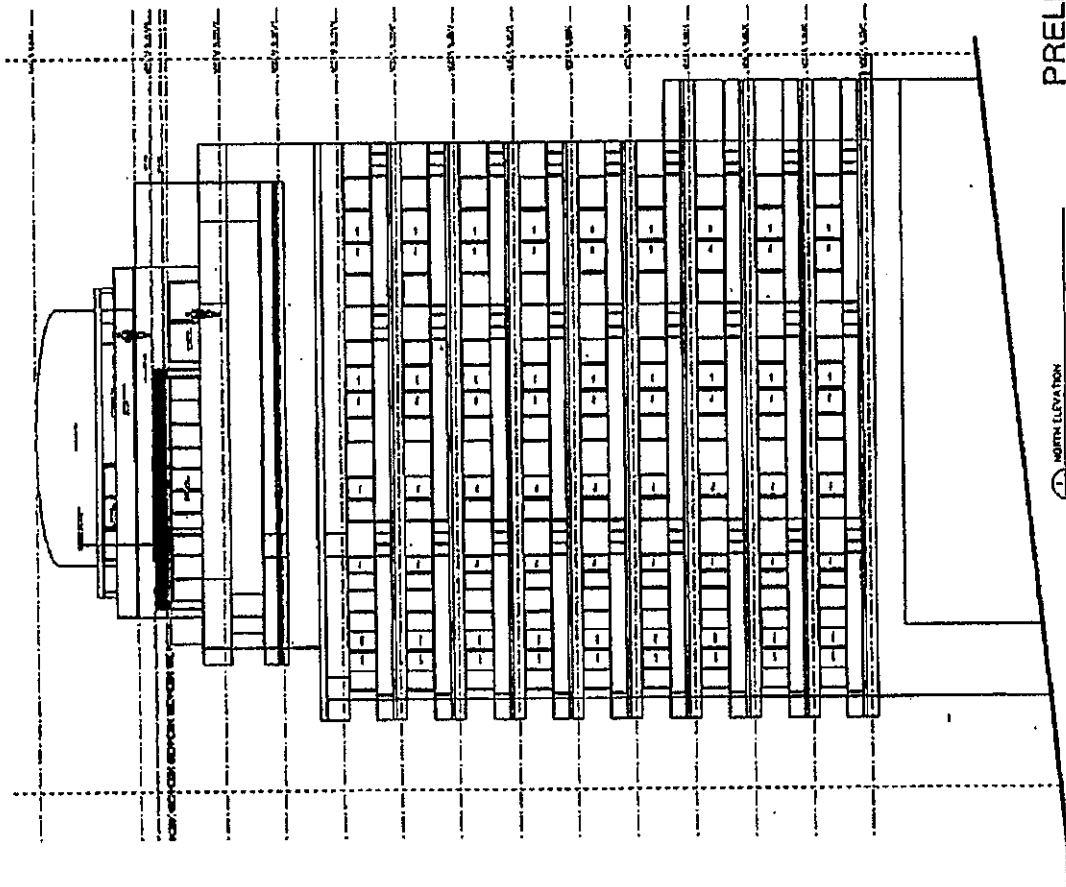


6 of 10

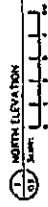


ALB.

LODDER ARCHITECTS PO BOX 4 SEAFORTH NSW 2092 02 9949 9569 admin@l-a-architects.com.au	Proposed New Covered Pergolas to existing balcony	ADDRESS Unit 1201 39 MacClaren St, North Sydney	COPYRIGHT PROTECTED	DATE 02/Dec/2018	DRG. DA 04	ISSUE A
	10550					

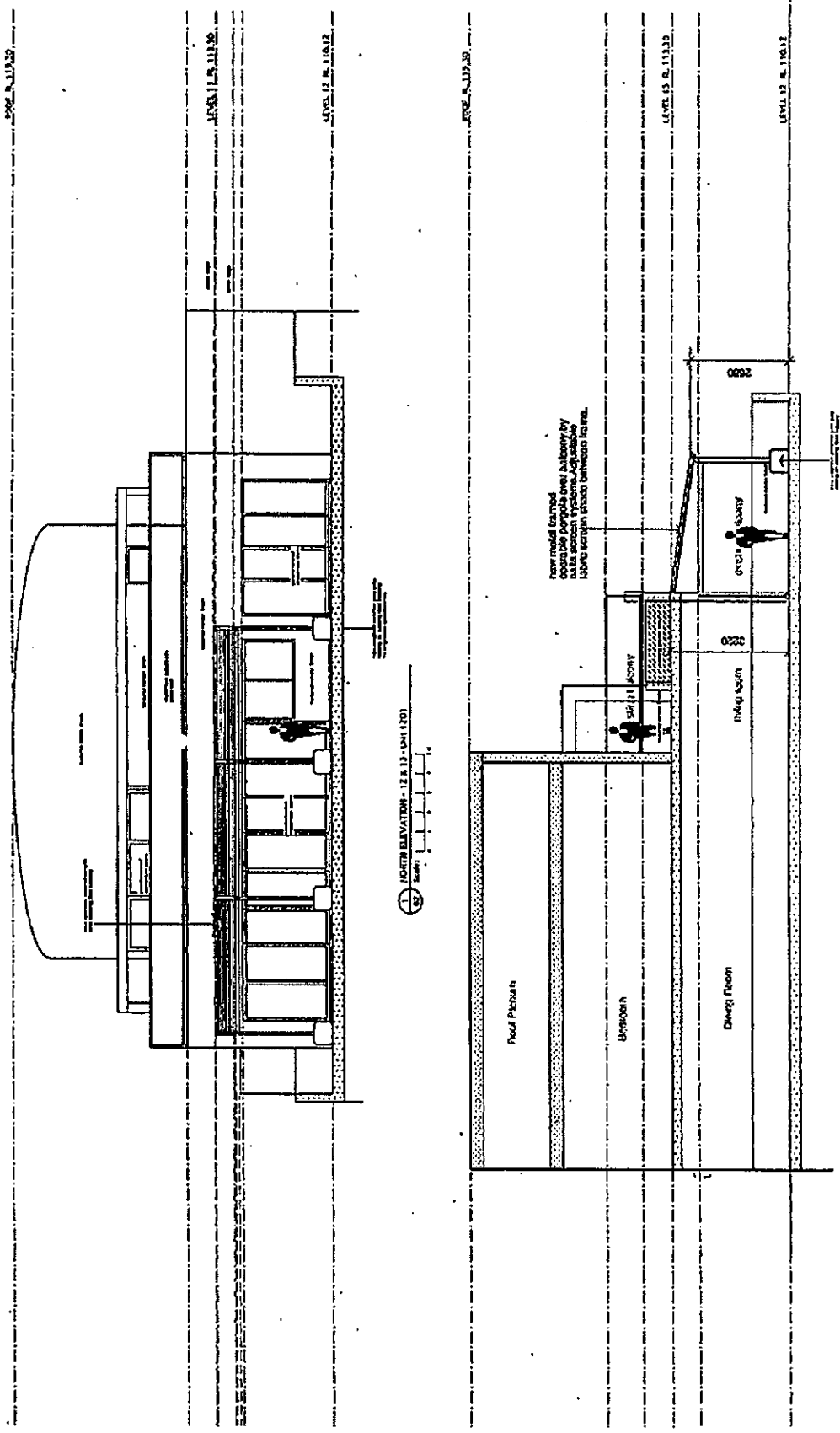


PRELIMINARY FOR REVIEW



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ISSUE A	ORG. DA 05	with Elevations October 2010	COPYRIGHT PROTECTED	Address Unit 1201 39 McClaren St, North Sydney	Proposed New Covered Pergo to existing balcony	PO BOX 4 SEAFORTH NSW 2082 02 9949 8369 admin@loddararchitects.com.au	LODDER ARCHITECTS
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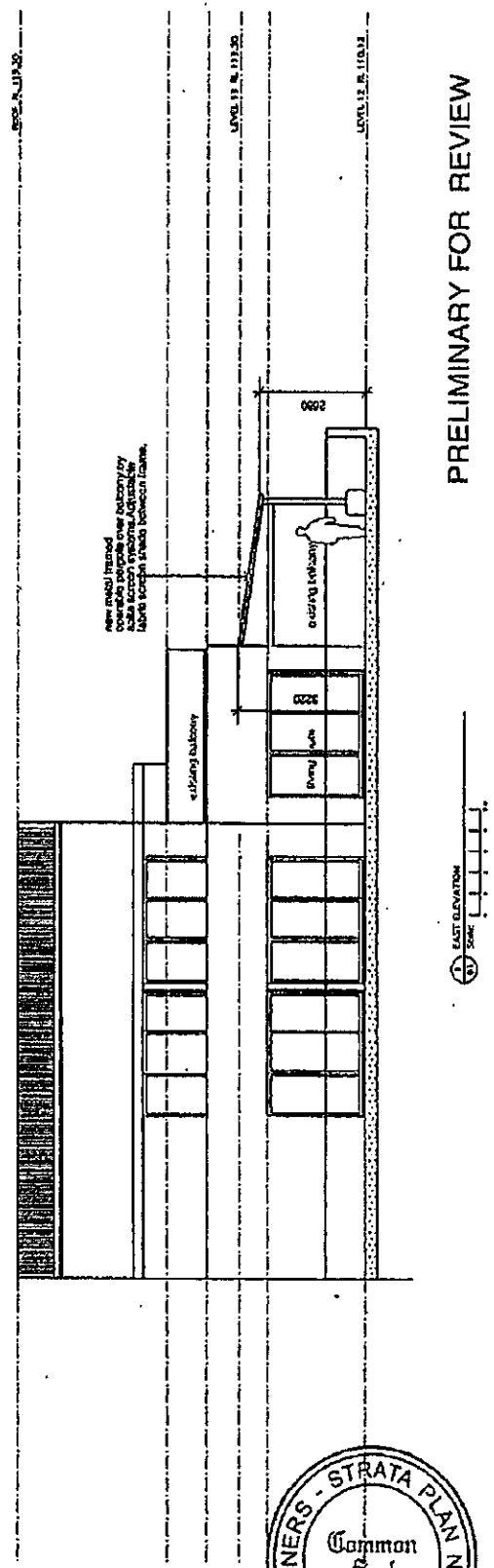
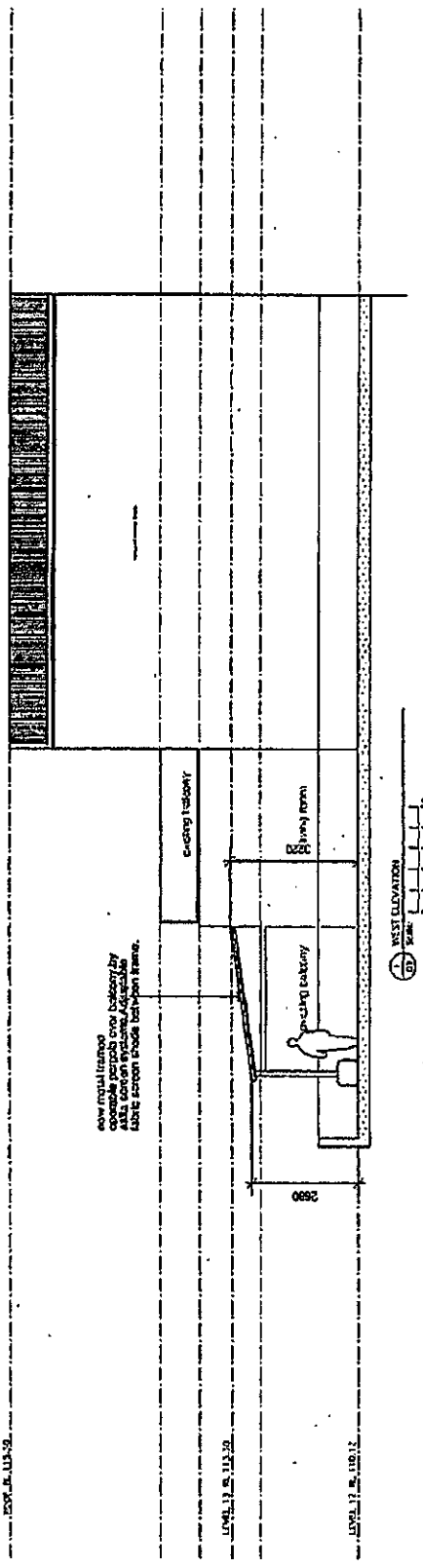


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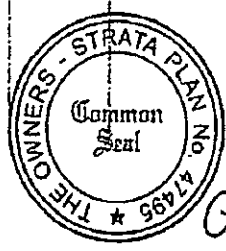
LODDER ARCHITECTS	PO BOX 4 SEAFORTH NSW 2092 02 9949 8668 admin@loderarchitects.com.au	Proposed New Covered Parapole to existing balcony	ADDRESS Unit 1201 319 MacCaven St, North Sydney	COPYRIGHT PROTECTED	DATE October 2018	ISSUE DA 05 A

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AB



PRELIMINARY FOR REVIEW



LODGER ARCHITECTS	PO BOX 4 SEAFORTH NSW 2092 02 9949 9369 admin@lodgerarchitects.com.au	Proposed New Covered Parapet to existing balcony	PROJECT Unit 1201 39 McLaren St, North Sydney	COPYRIGHT PROTECTED	DATE Elevations October 2010	DRG. DA 07	ISSUE A

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SPECIFICATION AND SCOPE OF WORKS - new Pergola TO EXISTING DWELLING - UNIT 1201 39 McLaren Street North Sydney

SCOPE OF WORK

New operable covered pergola to existing out door deck. Steel frame and fabric roof construction.

DWELLING - Construct new steel frame pergola to north wall of dwelling as shown on drawings... provide additional concrete hold down pots to posts for structural anchoring, all to engineers approval and specifications.

SPECIFICATIONS - see structural engineers details

GENERAL NOTES - Verify all schedules and dimensions on site before commencement of works or ordering of materials. All works in accordance with provisions of building Code of Australia, any applicable Australian Standard and council requirements. Conduct works in a tradesman like manner.

DIMENSION - Verify all schedules and dimensions on site before commencement of works or ordering of materials. Dimensions shall not be obtained by scaling the drawings. For setout dimensions and levels refer to design drawings.

SURVEY - For initial setout of building position and later identification survey at the completion of construction, a certified and qualified land surveyor should be consulted.

FOUNDATIONS - All foundation material to be checked and certified by a certified structural engineer (and geotechnical engineer if building on steep sites).

MASONRY - All workmanship and material shall be in accordance with AS 3700 and the structural engineers design documentation and specifications.

STEELWORK - All materials fabrication and erection shall be in accordance with AS 4100 and the structural engineers design documentation and specifications.

TIMBER FRAMING - All timber framing to be in accordance with AS 1684 and the light timber framing code.

LOADINGS - All live, structural, superimposed and wind loads to be determined by the nominated certified structural engineer.

WINDOWS AND DOORS - All window and door design, manufacture and fabrication to be in accordance with AS 2047 and specific to the nominated wind and superimposed loads.

BALUSTRADES - Design and installation of the proposed balustrades in accordance with the Building Code of Australia.

BOUNDARY FENCING/WALLS - All boundary fencing, walls and barriers to be in accordance with the relevant Australian Standards, Acts and Local Authority requirements and guidelines.

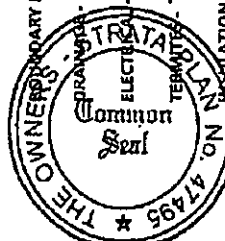
DRAINAGE - All drainage to AS 3500 Drainage Code and coincide stormwater requirements.

ELECTRICAL - All electrical works to A.S. 3000 Wiring rules. Outlets and services as directed by owner.

TERMITES - Termite protection shall be in accordance with AS 3660 Protection of buildings from subterranean termites.

SMOKE ALARMS - NA

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AB

LOOPER ARCHITECTS	PO BOX 4 SEAFORTH NSW 2052 02 8949 9569 admin@looperarchitects.com.au	ADDRESS Unit 1201 39 McLaren St North Sydney	COPYRIGHT PROTECTED	REV. Specifications October 2010	DRG. DA 08	ISSUE A
	Proposed New Covered Pergola to existing balcony					

Special by-law no. 7 – Bathroom renovations

1. This by-law provides that any owner of a lot in strata plan no.47495 (the "Owner") may undertake Bathroom Renovations in their lot and on so much of the common property as is necessary subject to the conditions under this by-law.
2. "Bathroom Renovations" means the following additions or alterations undertaken by the Owner (at the Owner's cost and to remain the owner's fixture) to any bathroom area within the Owner's lot that affect the common property -
 - (a) Retiling and/or waterproofing the bathroom floors of the lot.
 - (b) Retiling and/or waterproofing the bathroom walls located on a common wall within the lot.
 - (c) Reallocation of any bathroom fixtures including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom items affixed to the common property.
 - (d) Plumbing and/or any electrical works within the bathroom area of the lot.
 - (e) Installation of an exhaust or heat fan/ventilation system within the bathroom area of the lot.
3. Where any Bathroom Renovations covered under clause 2 of this by-law was undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Bathroom Renovations.
4. The Owner must undertake and keep any Bathroom Renovations in accordance with the conditions provided under this by-law.

Conditions

5. The Owner must obtain written approval for any Bathroom Renovations from -
 - (a) the executive committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to Bathroom Renovations.
6. The Owner must submit to the Owners Corporation the following documents relating to any Bathroom Renovations prior to obtaining written approval from the executive committee of the Owners Corporation:
 - (a) plans and drawings;
 - (b) specifications of any alterations to the area; and
 - (c) any other documents reasonably required by the Owners Corporation.
7. The Owner must ensure that a duly licensed insured contractor undertake any Bathroom Renovations, and if any Bathroom Renovations involve plumbing works that it is undertaken by a duly licensed insured plumber.
8. Any Bathroom Renovations must be completed in a proper and workmanlike manner and must comply with the standards as set out in the Building Code of Australia (BCA) current at the time Bathroom Renovations are undertaken by the Owner.

Maintenance and Costs

9. The Owner must properly maintain and keep the Bathroom Renovations in a state of good and serviceable repair and must replace the Bathroom Renovations from time to time when required.

10. The Owner must properly maintain and keep the common property to which the Bathroom Renovations is attached or installed in a state of good and serviceable repair.

11. A duly licensed plumber must undertake the maintenance of any Bathroom Renovations involving plumbing works.

12. The maintenance, repair, replacement of any Bathroom Renovations will be at the cost of the Owner.

Liability and Indemnity

13. The Owner will be liable for any damage caused to any part of the common property if that damage is caused by the Owner's failure to repair and maintain the Bathroom Renovations in accordance with this by-law.

14. Where there is water leakage or ingress from the bathroom in the Owner's lot following any Bathroom Renovations, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.

15. The Owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Bathroom Renovations including liability under section 65(6) of the Act in respect of any property of the Owner.

16. Any loss and damage may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

17. To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Bathroom Renovations proposed under this by-law and the Bathroom Renovations will remain the Owner's fixture.

Right to remedy default

18. If Owners fail to comply with any obligations under this by-law, then the Owners Corporation may:

(a) Carry out all works necessary to perform that obligation;

(b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;

(c) Subject to s65 (4) of the Act, enter onto any part of the parcel to carry out that work; and

(d) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation.

Special by-law no. 8 – Electricity usage

1 Use of electricity

1.1 An owner or occupier of a lot must not (by any means) connect any Device to the Common Electricity Supply which uses more than 200 watts of electrical power.

1.2 An owner or occupier must not suffer nor permit any person to (by any means) connect any Device to the Common Electricity Supply which uses more than 200 watts of electrical power.

1.3 An owners or occupier of a lot is liable for the actions of their invitees, employees, agents and contractors (and, as to owners of lots, the occupiers of their lot) as fully as if those persons were that owner or occupier and the actions of those persons where the actions of that owner or occupier.

1.4 In this by-law:

Common Electricity Supply means electricity supply at the parcel under the account of the owners corporation; and

Device means anything capable of drawing electrical current from the Common Electricity Supply.

2 Definitions and Interpretation

2.1 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any reference to legislation includes any amending or replacing legislation;
- (c) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (d) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

2.2 Conflict

(a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.

(b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

Special by-law no. 9 – Fire alarms

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.

(b) **Common Property** means the common property in strata scheme 47495.

(c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.

(d) **Fire Alarm Costs** means:

(i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and

(ii) any additional administrative fee associated with the charges referred to in clause 1.1(d)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.

(e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.

(f) **Lot** means a lot in strata scheme 47495.

(g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 47495.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;

(d) references to legislation includes references to amending and replacing legislation; and

(e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2 CONDITIONS

2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.

2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.

Special by-law no. 10 – Fire safety compliance

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law, unless the context otherwise requires or permits:

(a) **Compliance Costs** means the costs incurred by the Owners Corporation to remediate the common property to comply with the Fire Safety Requirements arising from a breach of this by-law.

(b) **Fire Safety Equipment** means any item or fixture located within a lot or on common property which is connected to fire safety and includes fire alarms, fire rated doors, smoke alarms, fire extinguishers, fire hoses, fire blankets and any other item assessed in or applicable to the annual fire safety services statement or similar requirement.

(c) **Fire Safety Inspector** means the person, company or contractor engaged to provide the annual fire safety statement for the Owners Corporation or similar requirement to an Authority.

(d) **Fire Safety Requirements** means the fire safety requirements set by an Authority for the strata scheme from time to time.

(e) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.

(f) **Lot** means a lot in strata scheme 47495.

(g) **Non-access Costs** means any costs incurred by the Owners Corporation as a result of an Owner or Occupier not making a Lot available for the annual fire safety services inspection including but not limited to any additional attendance or inspection fees of the Fire Safety Inspector.

(h) **Owner or Occupier** means an owner or occupier of a Lot from time to time.

(i) **Owners Corporation** means the owners corporation created by the registration of strata plan no. 47495.

1.2 In this by-law, unless the context otherwise requires, a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015* (NSW); and

(d) references to legislation includes references to amending and replacing legislation.

PART 2 FIRE ALARMS AND FIRE SAFETY EQUIPMENT

2.1 Any locking or safety device, screen, other device or structure installed must comply with the Fire Safety Requirements.

2.2 An Owner or Occupier must not interfere with, including changing any locking or safety device or any other device connected to the Fire Safety Equipment in a manner which would result in non-compliance with the Fire Safety Requirements.

2.3 For clarity, fire alarms which are installed by an Owner in their lot, and/or otherwise not connected as a 'back to base fire alarm' (such as consumer smoke alarms), are the responsibility of that Owner as it relates to replacing batteries and ensuring those alarms comply with the Fire Safety requirements.

2.4 If an Owner or Occupier causes damage to or interferes with the Fire Safety Equipment whether located on a Lot or on common property, the Owner or Occupier will be liable for the full cost of repair and rectification of any Fire Safety Equipment.

PART 3 FAILURE TO COMPLY

3.1 Without prejudice to any and all other claims the Owners Corporation may have under this by-law. An Owner or Occupier must indemnify the Owners Corporation for:

(a) the Non-Access Costs including any additional costs of a Fire Safety Inspector to conduct another inspection, however, such amount is to be apportioned between the non-complying lots which caused the need for a further inspection; and the Compliance Costs.

The seal of The Owners – Strata Plan No. 47495
was affixed on 22 November 2018
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Don Barrera
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Approved Form 10
Certificate re Initial Period

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

that the initial period has expired.

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

The seal of The Owners – Strata Plan No. 47495
was affixed on 22 November 2018
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature:



Name: Don Barrera
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Provided by Equifax on 05/12/2018 at 11:02:09 AM AEDT

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