

Lodger Details

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SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference [GL 240996] SP8

Land Registry Document Identification

AU402868

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/SP84451	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84451
Other legal entity

Meeting Date

20/07/2024

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAWS 31 TO 33

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. SP84451
Signer Name CHRISTINA SPIVAK
Signer Organisation GRACE LAWYERS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 10/09/2024

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE	For the common property CP/SP84451				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name PAUL NG Company GRACE LAWYERS PTY LTD Address PO BOX Q112, QVB, NSW 1230 E-mail paul.ng@gracelawyers.com.au Contact Number 02 9284 2700 Customer Account Number 502740 Reference GL 240996</td></tr></table>	Document Collection Box	Name PAUL NG Company GRACE LAWYERS PTY LTD Address PO BOX Q112, QVB, NSW 1230 E-mail paul.ng@gracelawyers.com.au Contact Number 02 9284 2700 Customer Account Number 502740 Reference GL 240996	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name PAUL NG Company GRACE LAWYERS PTY LTD Address PO BOX Q112, QVB, NSW 1230 E-mail paul.ng@gracelawyers.com.au Contact Number 02 9284 2700 Customer Account Number 502740 Reference GL 240996				
CODE CH					

- (C) The Owner-Strata Plan No. 84451 certify that a special resolution was passed on 20/7/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 31 TO 33
Amended by-law No. NOT APPLICABLE
as fully set out below :

SEE 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. 84451 was affixed on 9th SEPTEMBER 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

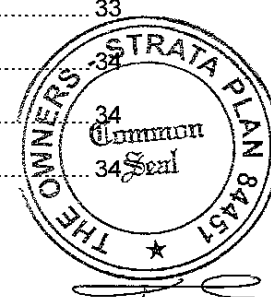
Signature : [Signature]
Name : KRISTINA BURROWS
Authority : STRATA MANAGER

Signature : _____
Name : _____
Authority : _____

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

ANNEXURE "A" STRATA PLAN NO 84451 BY-LAWS.....'Watermark' 1-9 Beach St, The Entrance NSW 2261

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STANDARD BY-LAWS SP 84451

By-Law 1: 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 2: Damages 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 3: 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 4: 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 5: Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval 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 6: 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.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

By-Law 7: Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval 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 6.

By-Law 8: 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.

By-Law 9: 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 10: Access to roof

NOTE: This by-law was originally registered as by-law 23 in Dealing AG791881T and has been renumbered for the purposes of consolidation. There has been no change to its content.

Access to the roof on level 4, 7 and 6 are prohibited except for authorised maintenance personnel and strata representatives.

By-law 11: Use of recreation area

NOTE: This by-law was originally registered as by-law 21 in the developer by-laws filed with strata plan 84451 and has been renumbered for the purposes of consolidation. There has been no change to its content.

A. Definitions

In this by-law:

- (i) **'recreation area'** means the swimming pool, gymnasium and area of common property immediately associated herewith.
- (ii) **'pool area'** means the swimming pool.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

B. Interpretation

In this by-law:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

C. Terms: General Use of Recreation Area

1. An occupier of a lot shall not use the recreation area except in compliance with the following conditions.
 - (i) Persons using the recreation area shall exercise caution at all times and shall not make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment by other persons of the recreation area, any other part of the common property or any adjacent lot.
 - (ii) No one may use the recreation area while under the influence of alcohol or any drug.
 - (iii) An occupier shall ensure in the use of the recreation area that the security of the building is maintained and that nothing is done to break fire safety regulation and requirements.
 - (iv) With the exception of plastic bottled water for consumption in the gymnasium, no food or drink is to be consumed in the recreation area.
 - (v) Smoking is prohibited in the recreation area.
2. An occupier of a lot, using the recreation area, shall not unreasonably refuse to supply a member of the Executive Committee with his name and lot number.
3. The recreation area is not to be used when cleaning and/or maintenance is in progress.
4. The last user of the recreation each day should turn off the lighting upon departure.
5. The Owners Corporation shall have the power and authority to lock the recreation area for such hours and times as it may determine during night time and no occupier shall be present in the area during those hours.
6. Persons using the recreation area shall not act in any way that breaches the standard of public decency or that detrimentally affects health and safety.

D. Additional Terms: Pool Area

The following terms are additional and complementary to all of the terms and requirements expressed in paragraph C: General Use of Recreation Area.

1. Only an occupier of a lot may use the pool area between the hours of 10:00pm and 8:00am.
2. Guests of an occupier may use the pool area facilities between 8:00am and 10:00pm.
3. Unless otherwise authorized in writing by the Owners Corporation, an occupier may not have more than 4 guests using the facilities in the pool area at any one time.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

4. An occupier of a lot shall ensure that guests do not use the facilities in the pool area unless accompanied by the occupier.
5. An occupier of a lot shall take all reasonable steps to ensure that guests do not make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment by other persons of the pool area, any other part of the common property or any adjacent lot to it.
6. An occupier of a lot shall ensure:
 - i. That he removes all sun creams and oils by showering before using the facilities in the pool area.
 - ii. That all reasonable steps are taken to ensure that his guest remove all sun creams and oils by showering before using the facilities in the pool area.
 - iii. That children under the age of 12 are not in or around the facilities in the pool area unless accompanied by an adult occupier exercising effect control over such children.
 - iv. That children between the ages of 12 and 18 are not in or around the facilities in the pool area unless regularly (at least once every 30 minutes) supervised by an adult occupier.
 - v. That glass/ceramic containers or glass/ceramic receptacles of any type are not allowed in or around the pool area.
 - vi. That any persons using the pool area shall exercise caution at all times and shall not run about the pool area, dive into the pool, make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment by other persons of the pool area or any adjacent lot.
 - vii. That he is sufficiently dry before entering the elevator to avoid dripping water onto the floor.
 - viii. That he takes all reasonable steps to ensure that his guests are sufficiently dry before entering the elevator to avoid dripping water onto the floor.
7. No soap or detergent may be used in the pool, sauna or spa.

E. Additional Terms: Gymnasium

The following terms are additional and complementary to all of the terms and requirements expressed in paragraph C: General Use or Recreation Area.

1. The gymnasium is for the use of occupiers only.
2. Use of gymnasium equipment is at the occupiers own risk.
3. Any signage displayed within the gymnasium is of a general indicative nature only and does not reflect individual personal circumstances, such as age or health.
4. A user of the gymnasium equipment who becomes faint or dizzy should stop exercising and consult a doctor.
5. Users of the gymnasium are to be appropriately and adequately attired. Gym (or similar) shoes are to be worn. The shoes are to be clean and free of glass, dirt or dirt. Sufficient clothing should be worn to prevent sweat falling on the equipment.
6. No more than five (5) persons may use the gymnasium at any one time.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

7. No more than (1) person may perform floor exercises at any one time.
8. The treadmill is not to be used in a single session for more than fifteen (15) minutes.
9. A towel is to be used to remove sweat from all equipment.
10. No child under the age of thirteen (13) may use the gymnasium.
11. A child between the age of thirteen (13) and eighteen (18) may only use the gymnasium if accompanied by an adult occupier. The occupier must supervise the use of the gymnasium equipment and ensure that the child does not use equipment in a dangerous manner, or in a manner injurious to the safety or welfare of the child.
12. A person at any medical risk should not use the gymnasium equipment. If her or she does so it is at his or her own risk.
13. Occupiers may not have personal trainer attend to gymnasium.
14. No equipment is to be removed from the gymnasium.
15. An occupier may not bring additional equipment into the gymnasium.
16. Users of the gymnasium shall take all reasonable steps to ensure that noise is kept to a minimum and that there is no interference with the use and quiet enjoyment by other persons of the rest of the recreation area, any other part of the common property or any adjacent lot.
17. If the user of the gymnasium notes a defect in any of the equipment a report is to be left in the Maintenance Day Book. If any equipment looks potentially dangerous a sign should be affixed to such equipment.

F. Powers of Owners Corporation

In addition to those functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the power any the authority to restrict, limit, or prohibit occupiers of lots who have not complied with conditions for the use of the recreation area from using the recreation area.

G. Interaction with existing By-Laws

The terms of these by-laws are in addition to the terms of By-laws 1 (noise), 6 (behaviour of owners and occupiers) and 8 (behaviour of invitees) of the Residential Schemes Model By-laws contained in the *Strata Schemes Management Regulation 2005* that have been adopted by the Owners Corporation.

NOTE: The designation 'Occupier' does not include quests or visitors.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

By-law 12: Exclusive use of common property for storage of air-conditioning compressor units

NOTE: This by-law was originally registered as by-law 22 in the developer by-laws filed with strata plan 84451 and has been renumbered for the purposes of consolidation. There has been no change to its content.

1. Definitions

In this by-law 12:

- (i) **'compressor'** means the air-conditioning compressor unit situated in the designated common property area
 - (ii) **'Benefited Lot'** means lots 7, 10, 23, 24, 43, 44 and 45.
- 2.** NOTWITHSTANDING any provisions to the contrary appearing in this by-law, the owners and occupiers for the time-being of the Benefited Lot shall have the right to the exclusive use and enjoyment of (and the right to ingress thereto and egress therefrom for the purposes of repairing and maintaining their compressor) that section of common property designated and identified on sheets 6, 7 and 3 of this document, for the storage of their compressor.
- 3.** The exclusive use area of common property may only be used for the purposes of storage of compressor units.
- 4.** The owners corporation shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair that part of the common property which has been identified as having a right of exclusive use made by this by-law. The owners corporation shall keep the said area clean and tidy at all times.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

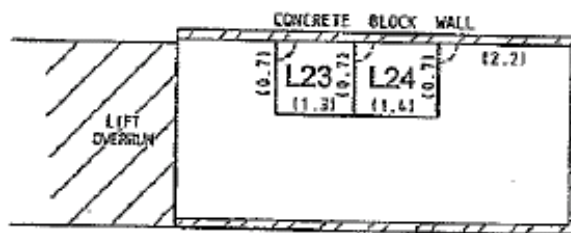
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SHEET 6 OF 9 SHEETS

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Ref:181220 /Src:M

SP84451

SHEET 7 OF 9 SHEETS



DIAGRAM

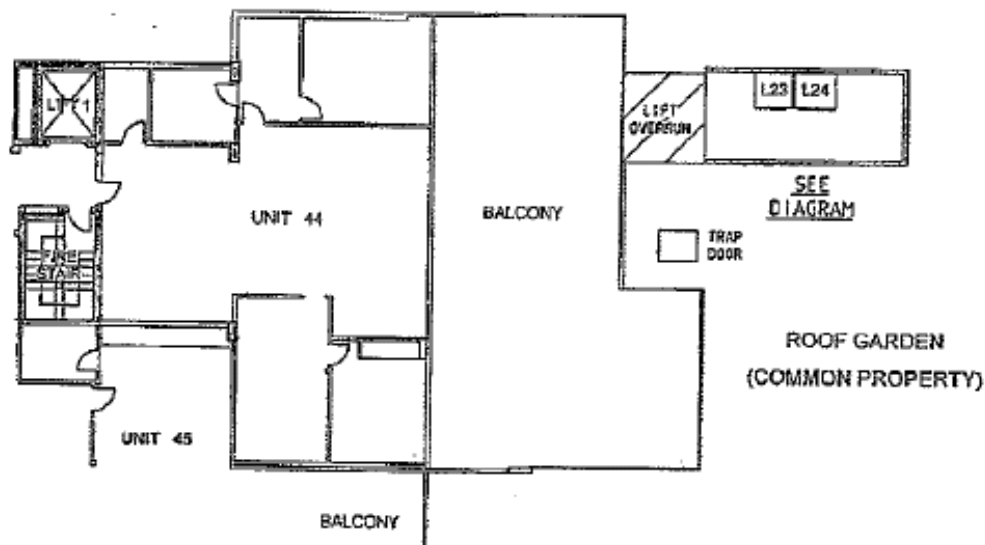


DENOTES RIGHT ANGLE

L23

DENOTES LOT ALLOCATION NUMBER

UNLESS WHERE COVERED THE
COMPRESSOR STORAGE AREA IS
LIMITED IN HEIGHT TO 2m ABOVE
ITS CONCRETE FLOOR.



LEVEL 7

AIR-CONDITIONING
COMPRESSOR UNIT AREA
ALLOCATION DETAILS
1 BEACH STREET,
THE ENTRANCE

CARRIC RHODES

SURVEYORS PLANNERS CIVIL & STRUCTURAL ENGINEERS
REGISTERED JOINTLY AS SURVEYORS AND ENGINEERS

16.03.10

Scale 1:100

Out Ref. 208/06

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Company

Dr. Z. 1209-061 AutoCAD
Dwg. 20808T1.011

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

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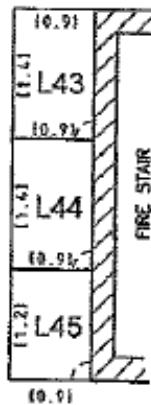
SP84451

SHEET 8 OF 9 SHEETS

 DENOTES RIGHT ANGLE

L43 DENOTES LOT ALLOCATION NUMBER

UNLESS WHERE COVERED THE
 COMPRESSOR STORAGE AREA IS
 LIMITED IN HEIGHT TO 2m ABOVE
 ITS CONCRETE FLOOR.

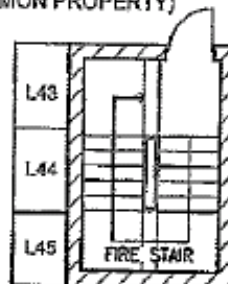


DIAGRAM



ROOF AREA
 (COMMON PROPERTY)

SEE
 DIAGRAM



ROOF LEVEL

AIR-CONDITIONING
 COMPRESSOR UNIT AREA
 ALLOCATION DETAILS
 1 BEACH STREET,
 THE ENTRANCE

CRAIG J. RHODES



ASIN 17 050 308 001
 Level 4, Suite 420
 10-18 Castlereagh St.
 SYDNEY NSW 2101
 PO BOX 227

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 10 Years & Growing

Approved
 Company

Date	18.03.10	Our Ref.	208/05	Dr.	Z1208-061 AutoCAD
Scale	1:100	L.R.A.	WYONG	Dep.	20805T1 [01]

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

SPECIAL BY-LAWS STRATA PLAN NO 84451

1. Flooring
2. Prohibition of smoking
3. Keeping of animals
4. 6 a rage enclosures
5. Zoning
6. Roof access
7. Electronic mail (Service of documents on owner of lot by owners corporation)
8. Noise
9. Vehicles
10. Changes to common property
11. Behaviour of owners, occupiers and invitees
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27. Major works Lot 25 – Bathroom renovation
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29. Installation of CCTV
30. Lot 37 Patio Cover
31. Management Of Lithium-ion Powered E-Bikes And E-Scooters
32. Installation Of Retractable Vertical Blinds On Balconies
33. Lot 25 Addition Of Retractable Vertical Blind

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Special By-law 1: Flooring
PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, an Owner has the right to install flooring and maintain, repair and replace (if necessary) the flooring finish servicing his respective Lot (at the Owner's cost and to remain the Owner's fixture) subject to the conditions in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

- 1.2 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 shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Lot** means any lot in strata plan number 84451.
- (c) **Owner** means the owner of the Lot from time to time.
- (d) **Owners Corporation** means the owners corporation constituted by the registration of strata plan number 84451.
- (e) **Utility Lot** means a lot designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not be used for human occupation such as a residence, office or shop.

2.2 interpretation

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

- (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 Act; and
- (d) references to legislation include references to amending and replacing legislation

PART 3

CONDITIONS

- 3.1 An Owner 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 an Owner or occupier of another Lot.
- 3.2 This by-law does not apply to floor space comprising a kitchen, entry hall, laundry, lavatory or bathroom or to any Lot the whole of the floor space of which is superimposed over a Utility Lot or other non-habitable space.
- 3.3 Without limiting the requirements of this by-law, if an Owner wishes to install floor finish other than carpet within a Lot, the Owner must:
- 3.3.1 lodge an application with the Owners Corporation for approval to effect the change

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

- of floor furnish;
- 3.3.2 provide details of the installation, including the materials to be utilised and manner of installation; and
- 3.3.3 ensure that the acoustic performance standard measured in situ for any such floor finish shall not have a weighted standardised impact sound pressure level $L'_{nT,w}$ not exceeding 45 when measured in situ in accordance with Australian Standard AS ISO 140-7 "AS ISO 140.7- 2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004 "Acoustics- Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation.
- 3.4 Except where an Owner is replacing a floor finish with carpet laid over heavy duty underlay, an Owner must obtain the written consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation, by way of its executive committee, must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided that a report satisfying the requirements set out in clause 3.5 of this by-law has been provided to the executive committee.
- 3.5 An application for consent by an Owner under clause 3.3 must be accompanied by a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot is not likely to breach clause 3.1 and will comply with 3.3.3.
- 3.6 Following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation may require the Owner to, and if it does so, the Owner must, provide the Owners Corporation with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.5
- 3.7 An Owner or occupier will be liable for any damage caused to any part of the common property as a result of the installation of a floor finish pursuant to and contemplated by this by-law and will make good at his own cost that damage immediately after it has occurred.
- 3.8 An Owner or occupier must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal, relocation or replacement of any floor finish including any liability in respect of the property of the Owner or occupier.
- 3.9 If an Owner or occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) request, in writing, that the Owner or occupier comply with the terms of it;
 - (b) enter the lot and carry out any acoustic testing if it deems appropriate. An Owner must provide access to the Lot within a reasonable time of the request for access

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- has been served on the Owner;
- (c) without prejudice to any other rights, enter upon any of the parcel, including the Lot, to carry out reasonable work; and
 - (d) recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 2: Prohibition of Smoking

PART 1

PART 1.1

GRANT OF POWER

- 1.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate smoking on the common property and within a Lot in the strata scheme.

PART 1.2

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between any by-laws applicable to the strata scheme, and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 1.3

COMPLIANCE

- 1 -3 Notwithstanding anything contained in the by-laws applicable to the scheme all Owners, occupiers and invitees are subject to the restrictions outlined in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 1996*.
 - (b) **Lot** means, any lot in strata plan 84451.
 - (c) **Occupier** means any person in lawful occupation of the Lot.
 - (d) **Owner** means the owner of the Lot.
 - (e) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 84451.
 - (f) **Smoke or Smoking** means burning and/or inhaling tobacco by way of cigarettes (including roll-your-own tobacco), pipes, cigars and the like.
- 2.2 In this by-law, unless the context otherwise requires:
- (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 Act; and

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- (d) references to legislation include references to amending and replacing legislation.

PART 3

RESTRICTIONS ON SMOKING

- 3.1 Smoking is prohibited anywhere on or about common property at all times.
- 3.2 Smoking is prohibited anywhere on or about the Lot at all times where it interferes with the reasonable enjoyment of another Lot or the common property.
- 3.3 An Owner or Occupier must ensure that their invitees comply with the restrictions of this by-law at all times.
- 3.4 For the avoidance of doubt this by-law does not apply to the smoking of prohibited substances which is prohibited at all times by the *Crimes Act 1900*.

PART 4

ENDURING OBLIGATIONS

- 4.1 An Owner or occupier must comply with any reasonable directions of the Owners Corporation or strata manager given under this by-law.

Special By-Law 3: Keeping of Animals

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the keeping of Animals in the Building.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Animal** means a cat, dog, bird, fish in a secure, watertight aquarium and other small, non-venomous animals typically kept as pets in residential buildings (for example, guinea pigs and rabbits) or other animal(s) as approved from time to time by the strata committee or at a general meeting on a case by case basis.
 - (c) **Application** means the application in the form attached at Annexure "A" hereto or as the strata committee may otherwise prescribe or approve from time to time.
 - (d) **Assistance Animal** has the same meaning as in section 9 of the *Disability Discrimination Act 1992* (Cth) being a dog or other animal:
 - (i) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or
 - (ii) accredited by an animal training organisation prescribed by the regulations to the *Disability Discrimination Act 1992* (Cth); or
 - (iii) trained:
 - (A) to assist a person with a disability to alleviate the effect of the disability; and

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- (B) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.
- (e) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Building including but not limited to the local council, a court or a tribunal.
- (f) **Building** means the building forming part of the Strata Plan and situated at 1-9 Beach Street, The Entrance NSW 2261.
- (g) **Lot** means a lot in the Strata Plan.
- (h) **Occupier** means a person in lawful occupation of a Lot.
- (i) **Owner** means the owner or owners for the time being of a Lot.
- (j) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
- (k) **Prohibited Animal** means:
- (i) an animal prohibited by law to be kept in a Lot and/or kept by an Owner or Occupier including a dangerous dog within the meaning of the Companion Animals Act 1998;
 - (ii) snakes, spiders, scorpions, ants, or other venomous creatures that may pose a safety risk to other Owners and Occupiers or their invitees; and
 - (iii) any animal requiring a permit to be kept in, or which cannot otherwise be securely contained within, a Lot.
- (l) **Strata Plan** means Strata Plan No 84451.

Interpretation

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

- (a) the singular includes the 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 Act;
- (d) a reference to the Owners Corporation includes, where appropriate, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to an Owner includes that Owner's invitee, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an Occupier includes that Occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

- 3.1** Subject to Part 4 of this by-law, the Owners Corporation shall have additional powers and functions to regulate the keeping of Animals in the Building, as set out in this by-law.

PART 4

CONDITIONS

- 4.1** An Owner or Occupier must not keep a Prohibited Animal in a Lot or on any part of the common property in the Building at any time.
- 4.2** Subject to section 139(5) of the Act and the provisions of the Disability Discrimination Act 1992 (Cth), an Owner or Occupier must not keep an Animal in a Lot or on any part of the common property in the Building without the prior written approval of the Owners Corporation and, in the case of an Occupier, the Owner of the Lot.
- 4.3** The Owners Corporation must not unreasonably withhold its approval for the keeping of an Animal in a Lot. If the Owners Corporation withholds its approval for the keeping of an Animal in a Lot, the Owners Corporation must provide written reasons for doing so.
- 4.4** The Owners Corporation may determine (acting reasonably and having regard to matters such as the layout of the Building, the size and total number of Lots in the Building and the common property amenities available in the Building) that, in order to ensure the efficient operation and management of the Strata Scheme and to prevent an Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or the common property:
- (a) only certain breeds, sizes or numbers of Animals may be kept in a Lot in the Building;
 - (b) Owners and Occupiers must pay an administrative fee of a reasonable sum, to be determined by the strata committee, for the Owners Corporation to process an Application under this by-law;
 - (c) Owners and Occupiers must pay a bond of a reasonable sum, to be determined by the strata committee, to be held by the strata managing agent of the Owners Corporation, to be applied towards any breach of this by-law and returnable upon the Animal no longer being kept at the Lot, provided that the terms of this by-law are adhered to. Any such determination of the Owners Corporation must be notified to Owners and Occupiers in writing and has effect as a direction given by the Owners Corporation to all Owners and Occupiers under this by-law.
- 4.5** The Owners Corporation delegates to the strata committee the function of approving applications made by Owners or Occupiers under this by-law.
- 4.6** An Owner or Occupier may apply to the Owners Corporation for approval to keep an Animal in their Lot, or to keep an Animal that is already being kept in their Lot without prior approval, by submitting the Application to the strata committee.
- 4.7** The Application is to be considered at a strata committee meeting to be convened as soon as practicable after the receipt of the Application and within one month of the date of receipt

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by the strata committee of the Application. Failure to comply with this clause does not constitute consent for the keeping of the Animal the subject of the Application.

- 4.8** In approving the Application, the strata committee may impose such reasonable conditions as it deems fit including in relation to any of the matters referred to in clause 4.4 of this by-law.
- 4.9** Where an Owner or Occupier keeps an Assistance Animal, that Owner or Occupier must, within 21 days of receiving a written request from the Owners Corporation, produce evidence to the Owners Corporation that the animal is an Assistance Animal.
- 4.10** If an Owner or Occupier is given written approval to keep an Animal in their Lot, or keeps an Assistance Animal in their Lot, that Owner or Occupier:
- (a) must supervise and keep the Animal in compliance with the *Companion Animals Act 1998* and any other applicable legislation;
 - (b) must keep the Animal within the boundaries of their Lot;
 - (c) must prevent the Animal or the Assistance Animal from roaming freely on the common property, by carrying it in a cage or (in the case of a dog) ensuring that the dog is carried or kept on a leash when it is on the common property;
 - (d) in order to prevent the Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or the common property (including, for example, in the case of a dog, barking or defecating on the common property), must ensure that their Animal:
 - (i) is only temporarily taken onto the common property for the purpose of travelling from their Lot to exit the Building and then returning to their Lot;
 - (ii) (and any Assistance Animal) does not urinate and/or defecate in or on any part of the common property including but without limitation any foyer, corridor, stairwell, any part of the basement or any common property garden areas in the Building;
 - (iii) is not, except with the prior written approval of the Owners Corporation or the strata committee, taken onto any other part of the common property that could cause a health, safety or security risk or other hazard of any kind, or that could otherwise adversely affect the use and enjoyment by other Owners or Occupiers of that part of the common property;
 - (e) must (where the Animal or the Assistance Animal is a dog or a cat) ensure that the Animal is desexed prior to being kept in the Lot;
 - (f) is liable for any soiling of, or damage to, a Lot or the common property arising out of the keeping of the Animal or the Assistance Animal;
 - (g) must promptly clean or repair all areas of the Lot, any other Lot and/or common property that are soiled or damaged by the Animal or the Assistance Animal to the reasonable satisfaction of the Owners Corporation, including by making use of, where applicable, a soiling bag which must be properly and hygienically disposed of in a manner that prevents the emission of odour;

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- (h) must ensure that the Animal's or the Assistance Animal's waste is not disposed of through the sewerage or drainage systems of the Building and must accept full liability for and indemnify the Owners Corporation against all costs associated with rectifying any blockage and/or damage to the sewer or waste pipes caused by the disposal of the waste;
- (i) must ensure that food, litter and other waste relating to the Animal or the Assistance Animal is disposed of in a receptacle for garbage and is securely packaged to prevent:
 - (i) odours occurring in the receptacles for garbage; and
 - (ii) the attraction of vermin or other pests to the Building, including the area designated for the storage of receptacles for garbage;
- (j) must ensure that no items of any kind associated with the Animal, including but without limitation any water or food bowl, leash, collar, toy, a cage or the like are kept on any part of the common property at any time;
- (k) must not groom or wash the Animal on any part of the common property;
- (l) must comply with any directions of, or guidelines as may be published by, the Owners Corporation or the strata committee from time to time regarding the keeping of Animals or Assistance Animals in the Building including any direction made by way of a determination under clause 4.4 of this by-law;
- (m) must do all things necessary to:
 - (i) ensure that the Animal or the Assistance Animal does not cause or create a nuisance or hazard or unreasonably interfere with another Owner's or Occupier's use and enjoyment of their Lot or the common property including in a manner described in clause 36A of the Strata Schemes Management Regulation 2016;
 - (ii) minimise noise created by the Animal or the Assistance Animal which is likely to interfere with the peaceful use and enjoyment of another Lot or any part of the Building by any other Owner or Occupier;
 - (iii) make good all areas of a Lot and the common property in the Building that are soiled or damaged by the Animal or the Assistance Animal;
- (n) must at all times comply with this by-law and all of the by-laws for the Strata Scheme;
- (o) indemnifies the Owners Corporation against any legal liability, costs, loss, damage, claim, demand or proceedings arising out of or in connection with the keeping of the Animal or the Assistance Animal including but not limited to injury to any person and/or damage to a Lot or the common property in the Building, or the property of any Owner or Occupier or the Owners Corporation.

4.11 Any written approval provided to an Owner or Occupier to keep an Animal in their Lot applies only to that particular Animal.

4.12 An Owner or Occupier must not:

- (a) allow their invitees to bring any Prohibited Animal into the Building;
- (b) without the prior written approval of the Owners Corporation, allow their invitees to bring any Animal into the Building, unless the animal is an Assistance Animal.

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If written approval is provided by the Owners Corporation for an invitee of an Owner or Occupier to bring an Animal into the Building, an Owner or Occupier must ensure that their invitee complies with this by-law in all respects and is liable to the Owners Corporation for any non-compliance by their invitee with this by-law.

- 4.13** If the Owners Corporation reasonably suspects that any Animal whatsoever including any Assistance Animal has an infectious disease, threatens public health, or the health of other Animals in the Building, or the safety of other Owners or Occupiers and/or it becomes reasonably necessary to protect against same, the Owners Corporation can deem the Owner or Occupier to have breached this by-law and exercise all its rights under this by-law and the Act.

Default

- 4.14** Should an Owner or Occupier fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (a) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to investigate any breach or possible breach of this by-law upon the provision of 48-hours' notice in writing;
 - (b) the Owners Corporation may apply to the Civil and Administrative Tribunal of New South Wales for an order that the Animal be removed from the parcel within a specified time and be kept away from the parcel;
- (b) the Owner and Occupier shall, jointly and severally, indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work or take any steps to rectify the Owner's or Occupier's breach of this by-law; and
- (c) the Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

1.2 Clause 4.14 of this by-law does not prevent the Owners Corporation from exercising any rights under the Act in relation to the Owner's or Occupier's failure to comply with this by-law.

The application form will include a 'check box' to confirm the animal is desexed.

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ANNEXURE A

STRATA PLAN 84451 ~ 1-9 BEACH STREET, THE ENTRANCE

Use this form if you wish to keep an Animal within your Lot. This form must be read in conjunction with the conditions contained in Special By-Law No. 3 (Keeping of Animals). Please ensure that you have read and understood Special By-law No. 3 before completing this form. No Animal (other than an Assistance Animal) may be brought onto or kept in your Lot until your application has been approved by the Owners Corporation.



Strata Plan number:

Address of Plan:

Lot Number & Apartment Number:

Applicants name:

Telephone: Email:

Type of pet: Desexed: Yes ☒ No ☐

Age of pet: Name of pet:

Description of pet:

.....

Vaccinated: Yes ☐ No ☐ Micro-chipped: Yes ☒ No ☐

Council Registration Number:

Note: Applicable to dogs and cats only. Dogs are required by law to be registered with the local council in every Australian State and Territory (other than the Northern Territory where dog registration is required by some councils only). Cats are required by law to be registered with the local council in NSW, Victoria and Queensland (and by some councils in the Northern Territory and Western Australia).

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I (The Applicant)_____

request the consent of the Owners Corporation to keep the above detailed pet on our property.

Signed: _____

Date: _____

Check list (Please ensure that you provide all documents listed below with your application)

- | | |
|---|--|
| <input type="checkbox"/> Pet application form | <input type="checkbox"/> Vaccination information |
| <input type="checkbox"/> Picture of the animal(s) | <input type="checkbox"/> Council registration certificate |
| <input type="checkbox"/> Microchip certificate | <input type="checkbox"/> Veterinarian contact details (optional) |

Special By-law 4: Garage Enclosures

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works and the right of exclusive use and enjoyment of the common property to which the Works are attached are carried out (at the Owner's cost and to remain the Owner's fixture), subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then
- 1.3 the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 1-9 Beach Street, The Entrance.
- (d) **Council** means Wyong Council.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (f) **Lot** means each lot in strata plan 84451.
- (g) **Owner** means the owner(s) of the Lot.
- (h) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 84451.
- (i) **Specifications** means the following:
 - (i) wire mesh with steel framing for all garage enclosures or neutral coloured colour bond for small enclosures only;
 - (ii) garage doors to be in keeping with existing styles;
 - (iii) must not obstruct pipework or other services required to be accessed by the Owners Corporation.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of an enclosure to the car space of the Lot for the purpose of storage or

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parking a motor vehicle, together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

2.2 Interpretation

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

- (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 Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators,
- (f) successors, permitted assigns or transferees; and
- (g) references to any Works under this by-law include, where relevant, all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) provide the following information to the Owners Corporation:
 - (i) a diagram depicting the location of all parts of the Works; and
 - (ii) the manufacturer or supplier's brochure setting out the specifications of the; and
 - (iii) a copy of the completed form attached at **Annexure A**;
- (b) obtain all necessary approvals, consents and/or permits from any Authority and provide a copy to the Owners Corporation
- (c) obtain written approval (based on the information provided in paragraph 3.1(a) and 3.1(b) hereof for the location, type, size and material of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval
- (d) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation; and

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards and the requirements of any Authority including any fire safety regulations;

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- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to install the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) provide the Owners Corporation's nominated representative[^]) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required).

3.3 After installation of the Works

After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation.

3.4 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be manufactured and designed to specifications for domestic use; and
- (c) be conducted strictly in accordance with the Specifications.

3.5 Enduring rights and obligations

The Owner must:

- (a) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (b) properly maintain and upkeep the Works and upkeep those parts of the common property in contact with the Works in a state of good and serviceable repair;
- (c) use reasonable endeavours to cause as little disruption as possible when using the Works;

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- (d) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;
- (e) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (f) ensure that the Works do not obstruct pipework or other services required to be accessed by the Owners Corporation at any time;
- (g) not keep or dispose of hazardous substances anywhere on or about the Works and shall dispose of or arrange for disposal of such items as may be directed by an Authority and in a safe and environmentally friendly way. For the purposes of this clause, hazardous substances include any substances having hazardous characteristics or properties including ignitability, reactivity, corrosivity, toxicity or noxiousness including, but not limited to:
 - (a) household solvents and glues;
 - (b) garden chemicals (fertilisers, pesticides, herbicides);
 - (c) automotive products (waste oil, petrol, diesel and brake fluid);
 - (d) LPG and CNG cylinders;
 - (e) any types of batteries (excluding those for domestic use);
 - (f) mobile phones;
 - (g) paint, or
 - (h) any containers of the above; and
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

3.8.1 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

3.8.2 The provisions of this by-law and the obligations as they apply to the Owner are severable and only apply to the Works that benefit that particular Owner.

Strata Plan 84451 By-laws 'Watermark' 1-9 Beach St, The Entrance NSW 2261

ANNEXURE A

STRATA PLAN 84451 ~ 1-9 BEACH STREET, THE ENTRANCE

GARAGE ENCLOSURES APPLICATION FORM

Use this form if you wish to install a garage enclosure within your car space. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO < > FOR GARAGE ENCLOSURES.

OWNERS NAME: **UNIT/LOT NUMBER:**

CONTACT TELEPHONE (list all)

EMAIL:

PREFERRED DATE OF WORKS: STARTING/...../..... **ENDING**/...../.....

PLEASE ATTACH/PROVIDE

- ☐ BRIEF DESCRIPTION OF INTENDED GARAGE ENCLOSURE
- ☐ PLAN / DIAGRAM OF LOCATION GARAGE ENCLOSURE

I the undersigned hereby warrant that I have read the Special By-Law No. < > for Garage Enclosures and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE:

DATE:/...../.....

Special By-law 5: Zoning

PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Council** means Wyong Council;
 - (c) **LEP** means Wyong Local Environmental Plan 1991;
 - (d) **Lot** means each and every lot in the Strata Scheme;
 - (e) **Owner** means the respective owner of a Lot from time to time.
 - (f) **Owners Corporation** means the owners corporation constituted by the registrations of strata plan 84451.
 - (g) **Strata Scheme means the strata scheme relating to Strata Plan No. 84451** located at 1-9 Beach Street, The Entrance.
 - (h) **Zone** means zone 2C Medium Density Residential, pursuant to the LEP.
- 2.2 In this by-law, unless the context otherwise requires:
- (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 Act; and
 - (d) references to legislation include references to amending and replacing legislation

PART 3

CONDITIONS

- 3.1 An Owner acknowledges and agrees that
- 3.1.1 The Strata Scheme is located within the Zone and, within the Zone, development consent of the Council for all purposes, is required.
 - 3.1.2 Use of the Lot for the following purposes:
 - (a) boarding houses;
 - (b) child care centres;
 - (c) communications facilities;
 - (d) community facilities;
 - (e) detached dual occupancies;

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- (f) dual occupancy buildings;
- (g) dwelling-houses;
- (h) education establishments;
- (i) exhibition homes;
- (j) general stores;
- (k) group homes;
- (l) home businesses;
- (m) housing for older persons or people with a disability;
- (n) motels;
- (o) palliative day care centres;
- (p) residential flat buildings; and
- (q) tourist accommodation -

3.1.3 Council has the responsibility for enforcing the LEP.

An Owner who wishes to enter into a use of the nature referred to in clause 3.1 hereof must:

- (a) lodge an application for development consent;
- (b) obtain any necessary approvals from the Council;
- (c) provide a copy of the development consent and approval from the Council to the Owners Corporation.

3.1.4 In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:

- (a) an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and
- (b) an Owner may be restrained by a Court order from using a Lot for such purposes.

3.2 An Owner must ensure that the respective Lot is not used for any purpose that:

- (a) is prohibited by law; or
- (b) is not in accordance with the conditions of the development consent.

3.3 An Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the LEP.

3.4 The Owners Corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by-law.

3.5 Upon service of the notice provided for in clause 3.4 hereof, the Owner or occupier of a Lot must provide access to the Lot to the Owners Corporation, by its agents or employees, within twenty four (24) hours of such service.

Special By-law 6: Roof Access

PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to restrict access to the roof of the strata scheme on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and the applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 1996*.
 - (b) **Building** means the building located at 1-9 Beach Street, The Entrance.
 - (c) **Lot** means any lot in strata plan 84451.
 - (d) **Occupier** means any person in lawful occupation of the Lot.
 - (e) **Owner** means the owner of the Lot.
 - (f) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 84451.
 - (g) **Roof** means the roof on levels 4 and 7 of the Building.
- 2-2 In this by-law, unless the context otherwise requires:
- (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 Act; and
 - (d) references to legislation include references to amending and replacing legislation.

PART 3

CONDITIONS

- 3.1 The Owners Corporation or its agents, employees and contractors may access the Roof at any time to carry out its obligations imposed by section 62 of the Act.
- 3.2 An Owner or Occupier must not access the Roof at any time.
- 3.3 An Owner wishing to access the Roof for the purpose of carrying out works in the process of properly maintaining and keeping their respective Lot in a state of good and serviceable repair only, must submit a written application to the Owners Corporation fourteen (14) days prior to the date when access is required
- 3.4 The Owners Corporation will consider the application in clause 3.2 hereof at its absolute discretion.
- 3.5 If the application in clause 3.2 hereof is approved, the respective Owner must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the

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access to the Roof including any liability in respect of the property of the Owner.

Special By-law 7: Electronic Mail (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 e-mail address for the service of notices and the documents is sent to that address.

Special By-law 8: Noise

An owner or occupier of a lot, or any invitee of 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 the common property.

Special By-law 9: Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

Special By-law 10: Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (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.
- (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 lots 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 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 (1) that forms part of the common property and that services- that lot.

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Special By-law 11: Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common property.
- (2) . An owner of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) 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 the common property, and *Strata Schemes Management Regulation 2016 [NSW]*.
 - (b) Without limiting paragraph (a), that invitees comply with clause (1).

Special By-law 12: Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

Special By-law 13: Drying of laundry items

- (1) An owner or occupier of a lot may hand washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hand washing on any part of the lot other than over the balcony railings. The washing may only be hung for a Reasonable period.
- (3) In this by-law: **washing** includes any clothing, towel, bedding or other article of a similar type.

Special By-law 14: 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 the storage, handling, collection and

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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 local 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.

Special By-law 15: Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) A change 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),
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special By-law 16: Preservation of fire safety

- (1) 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.
- (2) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of any emergency and must not obstruct any fire stairs or fire escape.
- (3) The Owners Corporation or an owner or an occupier of a lot must, in respect of the Land or the lot, as appropriate:
 - (a) Consult with any relevant Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the Land or the lot;
 - (b) Ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Building or the lot to the satisfaction of all relevant Governmental Agencies;
 - (c) Ensure compliance with fire laws in respect of the Building or the lot.

Special By-law 17: Moving of certain articles

- (1) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the Building unless sufficient notice has first been given to the Owners' Corporation so as to enable the Owners' Corporation to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) The Owners Corporation may resolve that furniture, large objects or deliveries to and from

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the lot are to be transported through or on the common property (whether in the Building or not) in a specified manner.

- (3) If the Owners Corporation has determined the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that determination.
- (4) In transporting any furniture, large objects or deliveries to or from the lot through or on common property, the owner or occupier must comply with any directions or requirements of the Building Manager.

Special By-law 18: Security of common property

- (1) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the Building and, in particular, must ensure that all fire and security doors are kept locked or secure in an operational state, as the case may be, when not in immediate use.

Special By-law 19: Notification of defects

- (1) An owner or an occupier of a lot must promptly notify the Building Manager or Strata Manager of any damage to or defect in the common property or any personal property vested in the Owners' Corporation.

Special By-law 20: Compensation to owners corporation

- (1) The owner or an occupier of a lot will be liable to compensate the Owners' Corporation in respect of any damage to the common property or personal property vested in the Owners' Corporation caused by that owner or occupier or any owner, licensee or invitee of that owner or occupier.

Special By-law 21: Recovery of costs

PART 1

PREMABLE

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover the costs and expenses incurred by the Owners Corporation from an Applicable Person, where the costs and expenses are Incurred.

- 1.1 by reason of its non-compliance with a Time Stipulation under a direction of the Owners Corporation where that Time Stipulation and direction are in accordance with a by-law and/or under Law;
- 1.2 by reason of its non-compliance with any agreement with the Owners Corporation as to a Time Stipulation for certain activities to occur or not to occur;
- 1.3 by reason of its breach of a Time Stipulation under a by-law and/or any Law; and
- 1.4 in relation to the above, by reason of any invitee of an Applicable Person.

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PART 2

DEFINITIONS & INTERPRETATION

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

- (a) **Act** means the *Strata Schemes Management Act 2015 (NSW)*;
- (b) **Applicable Person** means, jointly and severally, an Owner, occupier of a Lot, lessor, and lessee (if any);
- (c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
- (d) **Building** means the building and land situated at 1-9 Beach Street, the Entrance NSW;
- (e) **Law** includes any statute, order, proclamation, ordinance, building codes, standards or bylaws, present or future, and whether state, federal or otherwise including without limitation the *Environmental Planning and Assessment Act 1979 (NSW)*, related town planning laws and instruments, planning approval or other law, order or judgement by an Authority applicable to the Lot;
- (f) **Lot** means any lot in strata plan 84451;
- (g) **Owner** means the owner of the Lot from time to time;
- (h) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 84451; and
- (i) **Time Stipulation** means any reference as to time including the availability of a person, matter or thing with respect to date, time, place and/or duration, whether or not time is stipulated as "of essence".

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

- (a) the singular includes the 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 Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 84451 and this by-law, the provisions of this by-law shall prevail; and
- (h) despite anything contained in this by-law if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this bylaw (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect so far as possible.

PART 3

RECOVERY OF COSTS AND OTHER EXPENSES

3.1 The Owners Corporation may recover as a debt from an Applicable Person all its costs and expenses incurred

relating to any matter stated in the Preamble above, being limited to a breach of a Time Stipulation provision. They may include without limitation:

- (a) any re-booking costs and expenses where a booking was agreed between an Applicable Person and the Owners Corporation with respect to a thing or matter to be done or not to be done at a certain date, time, place and/or duration but that booking was not fulfilled by reason of the Applicable Person and/or its invitees. These may involve without limitation:
 - (i) shutting off water, sewer, drainage, electricity, gas, telephone, air-conditioning supply, and/or common property services for works;
 - (ii) any activities that damage or is likely to damage common property and common property services;
 - (iii) pest inspection and control;
 - (iv) fire safety inspection and any related works;
 - (v) triggering, testing, and/or use of fire alarms;
 - (vi) maintenance, renewal, replacement, and/or repair related works for common property and/or common property services;
 - (vii) access to a Lot where expressly permitted by another by-law or under Law; and
 - (viii) any agreed booking regarding the attendance of an agent, representative, contractor or the like at a Lot and/or Building.
- (b) any attendance at a Lot or Building at the direction of the Owners Corporation including without limitation any of the above matters where the attendance is expressly permitted by another by-law or otherwise permitted under Law;
- (c) any strata managing agent fees, contractor re-attendance fees, agency re-attendance fees, fees for re-scheduling the booking, costs, expenses, charges, interests, fines, penalties as maybe payable by the Owners Corporation by reason of any of the above matter;
- (d) any goods and services tax payable by the Owners Corporation on any expense recoverable from an Applicable Person pursuant to any by-law applicable to the strata scheme; and
- (e) any costs and expenses relating to the above having caused by the Applicable Person and/or its invitees in breach of this by-law.

3.2 Any amount that the Owners Corporation is entitled to recover under this bylaw shall bear (until paid) simple interest at an annual rate of 10 per cent or, if the regulations under the Act provide for another rate, that other rate, unless:

- (a) the Owners Corporation has by special resolution determined (either generally or in

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- a particular ease) that this amount is to bear no interest; or
- (b) the Owners Corporation has, by special resolution, determined (either generally or in a particular ease) that a person may pay 10 per cent less if the person pays the amount before its due date.
- 3.3 A statement, notice or certificate' issued by the Owners Corporation, its strata managing agent (if any) or the secretary of the strata committee about a matter or sum payable to the Owners Corporation under this by-law is conclusive evidence of:
- (a) the amount; and
- (b) any other fact stated in that statement, notice or certificate.
- 3.4 Each Applicable Person and the Owners Corporation acknowledges and agrees that any agreement to waive or reduce or to receive in instalments any amount due by an Applicable Person must be in writing, signed by the proper representative of the Owners Corporation, and have been properly authorised by the Owners Corporation by passing the relevant motions at a duly convened meeting. This clause does not apply to any ruling, orders or judgement of an Authority having competent jurisdiction.
- 3.5 The Owners Corporation may recover from the Applicable Person, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's costs incurred by the Owners Corporation arising out of or in relation to the Applicable Person's by reason of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, debt recovery fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt

Special By-law 22: Window winders, locks, sliding door mechanisms and fire safety
PART 1

GRANT OF RIGHT

Notwithstanding anything contained in the by-laws applicable to the strata scheme, an Owner has the right to maintain, repair, relocate, renew (and replace, if necessary) the Mechanisms (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION, BY-LAW TO PREVAIL

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot and/or common property including the local council.
- (c) **Building** means the building situated at 1-9 Beach Street, The Entrance.
- (d) **Collective Upgrading Works** means any renewal carried out by the Owners Corporation to all Mechanisms servicing all Lots in the strata scheme as a result of an ordinary resolution to specifically do so, or as a result of the need to meet

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statutory requirements in relation to safety (including any amendments to the Act in relation to child safety).

- (e) **Locks** means locks and any other security devices installed in a respective Lot's entry doors (including to balcony doors), security doors, screens and letter boxes.
- (f) **Lot** means lots 1-45 (inclusive) respectively in strata plan number 84451.
- (g) **Mechanisms** means the Window Winders, Locks and Sliding Door Mechanisms.
- (h) **Owner** means the respective owner(s) of the Lot.
- (i) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 84451..
- (j) **Sliding Door Mechanisms** means any mechanism used to assist the horizontal movement of any sliding door in a respective Lot, including any sliding door gear, top hung part or bottom rolling systems and any ancillary part thereof.
- (k) **Window Winder** means any mechanism used to assist in the opening and closing of any windows in a respective Lot, any includes any knob, handle, chain, locking mechanism and ancillary part thereof.

2.2 Interpretation

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

- (a) the singular includes the 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 Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme then the provisions of this by-law shall prevail to the extent of any inconsistency. For clarity, the provisions of this by-law prevail over the terms of by-law 5 (including clauses 5.3 and 5.5), but only to the extent of any inconsistency.

PART 3

CONDITIONS

- 3.1 Subject to the exception in Clause 3.2 herein, Owners must maintain, repair, renew and replace (if necessary) the Mechanisms (and those parts of common property occupied by, subsumed or attached to the Mechanisms) benefiting their respective Lot.
- 3.2 The Owners Corporation will be responsible for the Collective Upgrading **Works. For clarity, the motion passed pursuant to section 62(3) of the Act by** special resolution that it is inappropriate to maintain and repair the mechanisms at the time of the making of this by-law is made in reference to the terms of this by-law and is not intended to affect the validity of this exception or otherwise prevent its operation. Additionally, the exception only relates to the Collective Upgrading Works and does not affect the obligation of an Owner to thereafter maintain and repair those works.;

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- 3.3 Occupiers must not change, replace or relocate any Mechanisms unless the following occurs:
- (a) written consent from the Owner of the Lot they are occupying is obtained and provided to the Owners Corporation; and
 - (b) the Owner of the respective lot agrees to be responsible for the work undertaken by the occupier under this by-law.
- 3.4 All Mechanisms maintained, renewed, replaced, removed, relocated or repaired under this by-law must, where Applicable:
- (a) comply with all fire safety laws, building regulations and codes, and any other requirements relating to fire safety, building security and personal safety, to the satisfaction of the Owners Corporation; and
 - (b) be carried out in a competent and proper manner and have an appearance after completion in keeping with the appearance of the rest of the Building or any applicable guidelines established by the Owners Corporation.
- 3.5 Owners will be liable for any damage caused to any part of the common property as a result of the activities carried out pursuant to and contemplated by this by-law in respect of the Mechanisms servicing their respective Lot and will make good at their own cost that damage immediately after it has occurred, except in reference to any work 'carried out by the Owners Corporation pursuant to clause 3.2 herein.
- 3.6 Owners must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Mechanisms servicing their respective Lot are removed or relocated, except in reference to any work carried out by the Owners Corporation pursuant to clause 3.2 herein. For clarity, no Mechanism may be removed or relocated by an Owner or occupier if such removal or relocation will affect the safety of the Building or the residents in the strata scheme.
- 3.7 Owners indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal, relocation or replacement of any Mechanisms servicing their respective Lot, including any liability in respect of the property of the Owner or occupier of their Lot, except in reference to any work carried out by the Owners Corporation pursuant to clause 3.2 herein.
- 3.8 If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (a) by its agents, employees or contractors, carry out all work necessary to perform that obligation;
 - (b) recover the costs of such work from the Owner as a debt due; and recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order from any Authority.

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Special By-law 23: Window safety devices

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Divisions 2 and 3 of Part 7 of the Strata Schemes Management Act 2015.
- 1.2 The purpose of the by-law is to regulate and manage Window Safety Devices.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act 2015*;
 - (b) **Authority** means any government, semi-government, statutory, judicial, quasi judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
 - (c) **Building** means the building situated at 1-9 Beach Street, The Entrance NSW;
 - (d) **Lot** means any lot in Strata Plan No 84451;
 - (e) **Occupier** means the occupier for the time being of the respective Lot;
 - (f) **Owner** means the owner for the time being of the respective Lot; and
 - (g) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 84451;
 - (h) **Regulations** means the *Strata Schemes Management Regulations 2016*; and
 - (i) **Window Safety Device** means the installation of:
 - (i) a device which allows a window to be locked with a maximum opening of 125mm;
 - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more;
 - (iii) has a child resistant release mechanism (where the device can be removed, overridden or unlocked); or
 - (iv) any legislative requirement that amends or replaces clause 30(3) of the Regulations.

Interpretation

- 2.2 In this by-law, unless the context otherwise requires or permits:
- (a) the singular includes the 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 Act;
 - (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
 - (e) references to legislation include references to amending and replacing legislation;
 - (f) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;

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- (g) a reference to an Occupier includes that Occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 84451 and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, the Owners Corporation is granted the right to regulate and manage Window Safety Devices, in accordance with the terms of the by-law.

PART 4

CONDITIONS

- 4.1 The Owner or Occupier must not remove, interfere with or damage a Window Safety Device installed by the Owners Corporation.
- 4.2 The Owner or Occupier must ensure that any Window Safety Device installed by the Owners Corporation in their Lot is engaged in the lock position prior to any child under the age of sixteen entering the Lot and must ensure the Window Safety Device remain in the lock position while any child is within the Lot.
- 4.3 An Owner or Occupier must notify the Owners Corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is otherwise inoperable.
- 4.4 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or Occupier, permit
- 4.5 the Owners Corporation in accordance with its power under sub-section 118(2) of the Act, to access the Lot for the purpose of:
 - (a) installing the Window Safety Devices; and
 - (b) determining whether the Window Safety Devices require any maintenance, repair or replacement.
- 4.6 The Owners Corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 4.4.
- 4.7 The Owners Corporation may, if it chooses to do so, engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation, repair and maintenance of the Window Safety Device.
- 4.8 The Owners acknowledge and agree that:
 - (a) they will reimburse the Owners Corporation for all costs of any repair or replacement of the Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or Occupier; and
 - (b) the cost of repair and replacement, if not paid in accordance with clause 4.7(a) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the

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Regulations provide for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

- 4.9 The procedure by which maintenance and repair is to be carried out, is as follows:
- (a) the Owners Corporation (or its duly authorised contractor), in accordance with its inspection under clause 4, will inspect the Window Safety Device that requires repair or replacement;
 - (b) Upon determining that the Window Safety Device requires repair or replacement, the Owners Corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- 4.10 If the Owner or Occupier of the Lot has damaged the Window Safety Device, upon completion of the repair or replacement, the Owners Corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the Owners Corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.
- 4.11 The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or Occupier's breach of this by-law including any liability in respect of the property of the Owner and Occupier.

Default

- 4.12 Should the Owner or Occupier fail to comply with any obligation under this bylaw:
- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect to investigate and to carry out any reasonable work to rectify the Owner's or Occupier's or any breach or possible breach of this by-law upon the provision of 48-hour notice in writing;
 - (c) the Owner and Occupier shall, jointly and severally, indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's or Occupier's breach of this bylaw; and
 - (d) the Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt

Special By-law 24: Major and minor renovation programme (past and future)

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Strata Schemes Management Act 2015.
- 1.2 The purpose of this by-law is to:
 - (a) provide a programme for Owners to seek the Owners Corporation's prior approval for any proposed works to a Lot and/or common property (**Future Works**) OR approval for works already done to a Lot and/or common property (**Past Works**);
 - (b) the Owners must adhere to the programme, if and when it proposes Future Works in its Lot OR if there is any Past Works done to a Lot and/or common property; and
 - (c) grant the Owners Corporation additional powers, authorities, duties and functions relating to any work(s) to a Lot and/or common property and the carrying out of any works anywhere in the Building that interferes or is likely to interfere with common property and/or its services.
- 1.3 Except for Cosmetic Works, an Owner must submit a duly completed Approved Form to the strata committee for ANY Future Works and/or Past Works.
- 1.4 The Owners Corporation delegates to the strata committee the responsibility to determine whether the works as submitted are Future Works or Past Works under the programme and the power to approve Minor Works subject to this bylaw.
- 1.5 If and when the strata committee determines that the Works are:
 - (a) Future Minor Works - then reference should be made to clause 3.3.1;
 - (b) Future Major Works - then reference should be made to clause 3.3.2;
 - (c) Past Minor Works - then reference should be made to clause 3.5.4; and
 - (d) Past Major Works - then reference should be made to clause 3.5.5.
- 1.6 The appropriate forms for all Works (Minor or Major / Past or Future) are **attached** to this by-law. Below is a list of Annexures to this by-law containing the forms.
 - (a) Annexure A - Future Works Approved Form;
 - (b) Annexure B - Future Major Works By-Law (in appropriate form);
 - (c) Annexure C - Past Works Approved Form;
 - (d) Annexure D - Past Major Works By-Law (in appropriate form); and
 - (e) Annexure E - Consent Form.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act 2015;
- (b) **Approved Form** means the form attached at ANNEXURE "A" (FUTURE WORKS APPROVED FORM) or ANNEXURE "C" (PAST WORKS APPROVED FORM) or as the strata committee may otherwise approve from time to time;

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- (c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
- (d) **Building** means the building and land situated at 1-9 Beach Street, The Entrance NSW 2261;
- (e) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations;
Applying the above definition:
Future Cosmetic Works means Cosmetic Works not yet done or completed, to be done or completed; and
Past Cosmetic Works means Cosmetic Works done or completed.
- (f) **Essential Works** means any essential maintenance, repair, replacement, removal, upgrading or emergency works that the Owners Corporation is required to do under the Act (or any other Law) to any part of common property (including common infrastructure) or services including within a Lot;
- (g) **Future Works** means Major Works and/or Minor Works not yet done or completed, to be done or completed.
- (h) **Law** includes any statute, order, proclamation, ordinance, building codes, standards or by-laws, present or future, and whether state, federal or otherwise including without limitation:
 - (i) the *Environmental Planning and Assessment Act 1979* (NSW), related town planning laws and instruments, planning approval;
 - (ii) current National Construction Code and/or Australian Standards;
 - (iii) *Home Building Act 1989* (NSW);
 - (iv) Building Code of Australia;
 - (v) order or judgement by an Authority applicable to the Lot; and/or
 - (vi) other law.
- (i) **Lot** means a lot in Strata Plan No 84451, unless specified in the context;
- (j) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
 - (i) work involving structural changes;
 - (ii) work requiring penetration to or removal of common property floors, walls and ceilings;
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iv) work involving waterproofing; and
 - (v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.

Applying the above definition:

Future Major Works means Major Works not yet done or completed, to be done or

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completed; and

Past Major Works means Major Works done or completed.

(k) **Minor Works** means minor renovations as defined from time to time in the Act and the Regulations including but not limited to:

- (i) renovating a kitchen;
- (ii) changing recessed light fittings;
- (iii) installing or replacing wood or other hard floors;
- (iv) installing or replacing wiring or cabling or power or access points;
- (v) work involving reconfiguring of internal walls;
- (vi) installing security or alarm system;
- (vii) installing a reverse cycle split system air-conditioner; and
- (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected.

Applying the above definition, for avoidance of doubt:

Future Minor Works means Minor Works not yet done or completed, to be done or completed; and

Past Minor Works means Minor Works done or completed.

- (l) **Owner** means the owner for the time being of the Lot;
- (m) **Owners Corporation** means the Owners Corporation constituted upon the registration of Strata Plan No 84451;
- (n) **Past Works** means Major Works and/or Minor Works done or completed without prior written approval by the Owners Corporation;
- (o) **Works** means Past Works or Future Works.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires;

- (a) the singular includes the 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 Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 84451 and this by-law, the provisions of this by-law shall prevail;
- (h) despite anything contained in this by-law if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this bylaw (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision

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shall remain in full force and effect so far as possible; and

- (i) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, pump, tank, tray, insulation and all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this bylaw applies to all such ancillary equipment, appurtenance and fitting.

PART 3
CONDITIONS

3.1 FUTURE COSMETIC WORKS

- (a) An Owner may carry out Future Cosmetic Works without approval of the Owners Corporation, provided that the Owner notifies the Owners Corporation of the Future Cosmetic Works to be undertaken.
- (b) An Owner is not obliged to notify the Owners Corporation regarding Past Cosmetic Works.

3.2 STRATA COMMITTEE APPROVAL

- (a) Except for Cosmetic Works, an Owner must submit a duly completed Approved Form to the strata committee for any Works including Past Works and Future Works.

3.3 WORKS

- (a) Upon receipt of the relevant Approved Form, the strata committee shall determine whether the Works (firstly) are Future Works, and (secondly) are Minor or Major Works.
- (b) In order to make such determination, the strata committee may (at its absolute discretion) request that the Owner provide additional detail of the Works, including plans, specifications and engineers) report(s) or certification(s).
- (c) The strata committee shall inform the Owner of the determination in writing.

3.3.1 Future Minor Works

- (a) If the strata committee determines the works to be Future Minor Works, an Owner may carry out the Future Minor Works, subject to the following:
 - (i) Approval by the strata committee;
 - (ii) Compliance with the conditions (where required by the strata committee) in clauses 3.3.2(a)(i), (ii), 3.3.3, 3.3.4, and 3.3.5 as if they were part of this clause 3.3.1;
 - (iii) Conditions in Part 4; and
 - (iv) any conditions as maybe imposed by the strata committee as it deems appropriate, if any
 - (v) conditions are so imposed, it shall inform the Owner in writing of those conditions and the Owner must comply with the conditions as if those conditions were part of this by-law.

3.3.2 Future Major Works

- (a) If the strata committee determines that works to be carried out are Future

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Major Works, the Owner must:

Before commencement

- (i) before commencement, provide a complete proposal concerning the Future Major Works including but not limited to:
 - (I) details regarding the duration and times of the Future Major Works inclusive of dates of commencement and completion;
 - (II) complete plans and specifications of the proposed Future Major Works;
 - (III) a diagram depicting the location including proposed installation points of all parts of the Future Major Works;
 - (IV) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the Home *Building Act 1989* (NSW) where applicable; and
 - (iii) workers compensation insurance;
valid for a period of not less than four months after the anticipated completion of the Works and to be extended till there are no outstanding requirements against the Owner under clause 3.3.5, whichever is later.
 - (V) a copy of the licence details, certification and qualification of the contractor engaged by the Owner to carry out the Future Major Works;
 - (VI) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the Environmental Planning and Assessment Act 1979;
 - (VII) upon request by the Owners Corporation, a dilapidation report:
 - (A) in writing;
 - (B) prepared by a structural engineer who is approved by the Owners Corporation;
 - (C) incorporating photographs of all areas of the Building which may be affected by the Future Major Works;
 - (D) reviewing and reporting on the proposed Future Major Works and any area of the Building (including any lot, common property and common property services) that may be affected or adversely impacted by the Future Major Works; and
 - (E) setting out the impact of the Future Major Works on the structural integrity of the Building and on common property

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services.

- (VIII) specifications for any sound or energy rating (electricity and water), type, size together with the manufacturer's or suppliers brochure regarding same;
 - (IX) engineering plans and certifications if requested by the strata committee and/or the Owners Corporation; and
 - (X) any necessary approvals/consents/permits from any Authority or required by Law and if exempted or otherwise permitted without an express approvals/consents/permits, evidence to be provided in support.
- (ii) At least 2 business days prior to the commencement of the Future Major Works, arrange with the Owners Corporation:
- (I) suitable times and method for the Owner's contractor to access the Building; and
 - (II) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Future Major Works are being carried out.
- (iii) prepare and provide to the Owners Corporation:
- (I) a new by-law duly engrossed under the Act in the form attached at ANNEXURE "B" (FUTURE MAJOR WORKS BY-LAW) in a registrable form, where:
 - (A) Lot means the Lot proposing the Future Major Works and to be inserted as such; and
 - (B) Work Plans (as therein defined) means any plans as maybe required by the strata committee for the Future Major Works under clause 3.3.2(a)(i)-(iii) (inclusive).
 - (II) the Owner's written consent to:
 - (A) the passing and registration of the by-law together with any information provided under this clause 3.3.2(a); and
 - (B) be responsible for the maintenance, repair and replacement of the Future Major Works;
 - (III) other Owners' written consents to the passing of the by-law, where required (acting reasonably);
 - (IV) duly executed Consent Form attached at ANNEXURE "E" (CONSENT);
such that the new by-law and Consent Form are substantially prepared and ready to be considered at a general meeting of the Owners Corporation;
- (iv) obtain written consent to the commencement date for the Future Major Works from the strata committee upon satisfaction of its obligations in clause 3.3.2(a) above.

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- (v) undertake that no Future Major Works may be commenced unless and until the by-law referred to in clause 3.3.2(a)(iii) and (iv) are complied with, and the by-law is passed by way of a special resolution at a duly convened general meeting of the Owners Corporation;
- (vi) acknowledge and agree that the by-law so passed under the preceding subclause 3.3.2(a)(v) may waive any requirement under subclause 3.3.2(a) for the Future Major Works (i.e., the subject of that by-law only) and not any other by-law, unless otherwise specified.
- (vii) pay for all costs of the Owners Corporation including:
 - (I) legal fees for reviewing the by-law;
 - (II) fees for convening any meeting to consider the by-law;
 - (III) any other reasonable professional fees required to consider the by-law including strata management fees or engineering fees, and any fees to consider any proposal or consent in connection with the by-law; and
 - (IV) registration fees for the by-law contemplated in clause 3.3.2(a)(iii).
- (b) Upon receipt of a by-law under clause 3.3.2(a)(iii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the by-law. Such conditions may include without limitation those set out in clauses 3.3.2 to 3.3.5 (inclusive) and Part 4.

3.3.3 Performance of Future Major Works

In performing the Future Major Works, the Owner must:

- (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (b) protect all areas of the Building, both internal and external to the Lot, from damage:
 - (i) by the Future Major Works;
 - (ii) by the transportation of construction material, equipment, debris and other material associated with the Future Major Works; and
 - (iii) by the removal of any part of the Future Major Works.
- (c) keep all areas of the Building outside the Lot clean and tidy;
- (d) only perform the Future Major Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 8.00 am and 4.00 pm on Monday

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to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);

- (e) provide to the Owners Corporation at least 2 business days written notice of any noisy building activity intended to be carried out in relation to the Future Major Works;
- (f) not carry out the Future Major Works on Sundays and public holidays;
- (g) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- (h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- (l) ensure that the common property is kept clean of any waste created by the Future Major Works daily and in accordance with the Owners Corporation's directions;
- (k) comply and ensure that the Owner's contractor and Future Major Works complies with all requirements, directions and orders of the Owners Corporation and any Authority, and all applicable Laws;
- (l) ensure that any services required to operate the Future Major Works are connected to the Lot's electricity or appropriate supply;
- (m) not vary the Future Major Works without first obtaining the consent in writing of the Owners Corporation;
- (n) ensure the Future Major Works are carried out expeditiously and with a minimum amount of disruption unless otherwise approved in this by-law;
- (o) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Future Major Works to be conducted on the common property;
- (p) ensure that the Future Major Works do not interfere with or damage any Lot, common property, common property services, the Building or the property of any other Owner or occupier of a Lot other than as approved in this by-law; and
- (q) ensure that a protective lift covering is used when using the lift to transport construction materials, equipment, debris and the like.

3.3.4 Compliance

The Future Major Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the provisions of all applicable building codes and standards;

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- (c) in accordance with the drawings and specifications approved by an Authority where applicable and approved by the Owners Corporation;
- (d) in accordance with the Home Building Act 1989 (NSW) and all Laws;
- (e) using materials that are new and fit for the purposes to which those materials are put;
- (f) by appropriately licensed contractors;
- (g) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- (h) in a manner so as to result in the Future Major Works being reasonably fit for occupation.

3.3.5 Completion of the Future Major Works

- (a) Upon completion of the Future Works, the Owner must, without unreasonable delay:
 - (i) notify the Owners Corporation in writing that the Future Works have been completed;
 - (ii) provide to the Owners Corporation a copy of all certifications for the Future Works, including but not limited to any warranties, guarantees, trade certifications, copy of any certificate or certification required by an Authority to indicate completion of the Works; and
 - (iii) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (I) the Future Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (II) all works required to rectify any damage to a lot, common property and/or common property services have been completed in a satisfactory manner and in accordance with the terms of this by-law.

3.4 Specific Conditions

Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:

- (a) Where the Works involve the installation of gas hot water systems, the Works must:
 - (i) be installed on the southern wall of the building near the Lot;
 - (ii) be installed at least 2.5 metres above the external surface of the wall;
- (b) Where the Works involve the installation of air-conditioning units, the Works must:
 - (i) be installed on the southern wall of the building near the Lot;
 - (ii) be installed at least 2.5 metres above the external surface of the wall;
 - (iii) not be installed on the balcony area of a Lot;
 - (iv) have a new condenser unit (external) that:

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- (I) is mounted on vibration pads in a location so to minimise noise and vibration;
 - (II) subject to clause 3.4(b)(i)-(iii), is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing); and
 - (III) is not visible from the street. All electrical and coolant lines must be concealed as much as possible;
- (v) not be installed through or attached to windows;
- (vi) be manufactured, designed and installed to specifications for commercial/domestic use; and
- (vii) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (c) Where the Works include reconfiguration of walls the Owner must ensure:
 - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
 - (ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
 - (iii) Walls containing wet areas must not be reconfigured;
 - (iv) Walls must not be added to create new wet areas; and
 - (v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying the reconfiguration will have no structural impact and does not involve any load bearing walls.
- (d) Where Works involve the installation of a floor finish other than carpet:
 - (i) before commencement of Works, the Owner must provide to the Owners Corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following
 - (ii) installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(b)(ii)(II) below;
 - (iii) the Owner must:
 - (I) 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 an Owner or occupier of another Lot;
 - (II) ensure that the flooring is insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level $L'_{nT, w}$ exceeding 40 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics - Rating of sound

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insulation in buildings and of building elements. Part 2: Impact sound insulation;

- (iv) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation or strata committee may require, and if it does so, the Owner must provide the Owners Corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(i);
- (e) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
 - (i) not be commenced without prior written approval from the Owners Corporation or strata committee; and
 - (ii) be carried out in a tradesman like and professional manner and comply with fire safety standards.
- (f) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:
 - (i) access panels are not blocked;
 - (ii) exhaust fans do not penetrate into the ceiling;
 - (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

3.5 PAST WORKS

3.5.1 If any Past Works have been carried in a Lot or adjacent to a Lot by an Owner (including a previous Owner), the Owner must lodge a completed Past Works Approved Form, ie, **ANNEXURE "C" (PAST WORKS APPROVED FORM)** attached to this by-law. The form must include in detail the works which have been undertaken, including without limitation:

- (a) complete plans and specifications of the Past Works;
- (b) a diagram depicting the location including proposed installation points of all parts of the Past Works.

3.5.2 Upon receipt of the Past Works Approved Form, the strata committee shall determine whether the works are Past Minor Works or Past Major Works. In order to make such determination, the strata committee may request the Owner to provide additional detail of the works carried out, including without limitation all matters under clause 3.3.2 in their applicability to the Past Works.

3.5.3 The strata committee shall inform the Owner of the determination in writing.

3.5.4 If the strata committee determines the works are Past Minor Works, then the strata committee may approve those works subject to any reasonable conditions additional to this by-law.

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- 3.5.5** If the strata committee determines the works are Past Major Works, then the Owner shall comply with
- 3.5.6** clauses 3.3.2 (a)(iii) and (vii) as if it were part of this clause, using **ANNEXURE "D" (PAST MAJOR WORKS BY LAW)** as the appropriate form.
- 3.5.7 Undeclared Past Works (Minor or Major)**
- (a) If an Owner of any Past Works has not submitted a Past Works Approved Form to the strata committee pursuant to this by-law or otherwise not declaring any Past Works within 1 month of passing of this by-law, the Owners Corporation pursuant to Section 106(3) of the Act determines that it is inappropriate to maintain, renew, replace or repair any property that is found to be Past Works.
 - (b) Where there is any Past Works undertaken in any Lot and they are not declared to the strata committee by service of notice in writing, the Owners Corporation reserves all its rights to pursue the Owners of any Lot where the Past Works situates and where they interfere with or are likely to interfere with common property and/or common property services, and where they are done so in breach of the *Strata Schemes Management Act 2015* (NSW), *Strata Schemes Management Regulation 2016* (NSW) or any Law.

PART 4

**RESPONSIBILITIES, DEFAULT, INDEMNITIES, AND
GENERAL PROVISIONS**

ONGOING RESPONSIBILITIES AND INDEMNITY

- 4.1** The Owner of a Lot containing Works must:
- (a) not carry out any alterations, additions or do any Works other than the Works approved by the Owners Corporation or strata committee;
 - (b) carry out all necessary works to restore the affected areas of the common property to its original condition should any part of the Works be removed, subject to any necessary consent from the Owners Corporation (in particular any structural alterations or alterations of common property and common property services). If further Works are involved, this by-law shall apply to the further Works;
 - (c) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair;
 - (d) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
 - (e) The Owner must provide the Owners Corporation with access to inspect the Lot from time to time and within 5 business days of any reasonable written request from the Owners Corporation;
 - (f) ensure that the Works (where applicable) do not cause water to escape or water penetration to lot or common property;
 - (g) ensure that any electricity, water, sewer or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity

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or appropriate supply, and that they do not overload the common property services, unless specifically approved in writing by the Owners Corporation;

- (h) ensure that the Works do not interfere with any fire safety apparatus, equipment and rating of the Building;
- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory Authorities relating to the Works and/or the Lot containing the Works, and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements, including any occupier of the Lot;
- (j) ensure compliance with all Laws having application to the Works and/or the Lot containing the Works, including without limitation obtaining and maintaining any warranties required under statutory; and
- (k) must not cause or permit any asbestos to be released or brought into the Lot, another Lot, the common property and/or the Building by reason of the Works.

4.2 Essential Works

No Owner or occupier of a Lot shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or near the Works including the common property structures or services provided always that the Owners Corporation shall give prior notice to the Owner or occupier of the Lot (emergencies excepted).

4.3 Ownership of Works

- 4.3.1 The Works and any undisclosed works under this by-law will remain the property of the Owner following installation. For abundance of caution, Owner includes any subsequent Owner of the Lot.
- 4.3.2 The Owner undertakes, keep, and use the Works at its own risk.
- 4.3.3 The Owners Corporation makes no representation or warranty relating to any Works in anyway whatsoever and the Owner irrevocably warrants that it has made and relied upon its own investigations in relation to any Works and the relevant part of the common property in all respect and accordingly, forever releases, indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with any Works or by reason of this by-law.

4.4 Default, indemnity and breach

4.4.1 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of

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- this by-law;
- (c) the Owner shall indemnify the Owners Corporation against any legal liability, costs, loss, claim, or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
 - (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.
- 4.4.2 The Owner indemnifies the Owners Corporation against any legal liability, costs, loss, claim, expense,
- 4.4.3 demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to any Work.

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ANNEXURE "A" (FUTURE WORKS APPROVED FORM)

STRATA PLAN 84451

FUTURE WORKS APPROVED FORM

Use this form if you wish to undertake building works or renovations within your apartment This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. < > PAST AND FUTURE WORKS APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME **UNIT/LOT NUMBER**

CONTACT TELEPHONE (list all)

EMAIL.....

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
 ☐ LIVING ROOM ☐ BEDROOM ☐ OTHER

WORK

INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES
 ☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
 ☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
 ☐ ELECTRICAL ☐ LIGHTING
 ☐ COMMON PROPERTY ALTERATION ☐ OTHERwhich may

include the following:

- (i) Break out existing concrete floor;
- (ii) Break out existing floor coverings;
- (iii) Break out existing walls;
- (iv) Break out existing ceiling;
- (v) Break out existing columns;
- (vi) Renovation works on the false ceiling;
- (vii) Renovation works on electrical appliances In the ceiling;
- (viii) Removal, alteration, and installation of floor coverings;
- (ix) Removal, alteration, and installation of drainage and plumbing pipeworks;
- (x) Removal, alteration, and installation of electrical works and wiring;
- (xi) Removal, alteration, and installation of electrical outlets;
- (xii) Removal, alteration, and installation of exhaust fan;

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- (xiii) Removal, alteration, and installation of windows;
- (xiv) Removal, alteration, and installation of toilets, sink, basins, showers, bathtubs, wardrobe, cupboards, drainage points, built-in furniture and fixtures; and
- (xv) Re-instatement of concrete floor, walls, ceiling, and columns;

PREFERRED DATE OF WORKS STARTING/...../..... ENDING/...../.....

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. < > for PAST AND FUTURE WORKS APPROVAL PROGRAMME and agree to comply with all of the conditions and limitations imposed thereby, AND THAT I warrant for the benefit of the Owners Corporation that the Future Works as described above together with all and any plans and specifications attached herein are accurate and complete, AND THAT they will do not overload common property services and/or infrastructure, AND THAT the Future Works entirely situates within my Lot unless specifically stated otherwise in the plans and specifications attached hereto.

OWNERS SIGNATURE:DATE:

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE:DATE:

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE:DATE:

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE:DATE:

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ANNEXURE "B" (FUTURE MAJOR WORKS BY-LAW)

MOTION < >

The Owners - Strata Plan No 84451 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015*, that the owner of lot < > be authorised to alter and to add to the common property by carrying out the works described in the by-law the subject of the following motion for the purposes of improving or enhancing the common property.

MOTION < >

The Owners - Strata Plan No. 84451 SPECIALLY RESOLVES pursuant to section 143 of the *Strata Schemes Management Act 2015* to make a common property rights by-law adding to the by-laws applicable to Strata Plan No 84451 in the following terms:

SPECIAL BY-LAW NO < >

Works Lot < >

PART A1

PREAMBLE

- A1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- A1.2 The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- A1.3 The rights conferred by the Special By-Law shall enure for the benefit of the Owner.

PART A2

GRANT OF RIGHT

- A2.1 Subject to Part A3 and A4 of this by-law, the Owner shall have:
- (a) a special privilege to carry out the Works to and on the common property; and
 - (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

PART A3

APPLICATION OF SPECIAL BY-LAW

- A3.1 In this By-Law, unless the contrary intention appears, Works Programme By-Law means Special By-Law < >.
- A3.2 Subject to the exceptions and variations set forth in Part A4, the Owners Corporation and the Owner hereby ratify and confirm, and covenant one with the other in terms of the Works Programme By-Law in the same manner as if the provisions of the Works Programme By-Law were set forth in full in this By-Law (as varied below).

PART A4

VARIATIONS

- A4.1 The Works Programme By-Law is hereby varied in its application to this By-Law as follows:
- (a) The heading "SPECIAL BY-LAW NO < > PAST AND FUTURE WORKS APPROVAL PROGRAMME" is deleted.
 - (b) Part 1 is deleted.
 - (c) Clause 2.1(b) is deleted, regarding Approved Form;
 - (d) Clause 2.1(i) is replaced with:
Lot means < > in strata plan 84451;
 - (e) Clause 2.1 (j) regarding Major Works is deleted as replaced as follows:
"Major Works" means the works to be undertaken by the Owner including but not

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limited to the work description, plans and specifications strictly in accordance with the application form titled **"ANNEXURE "A" (FUTURE WORKS APPROVED FORM)"** **signed and completed** by the Owner for its Lot together with all attachments provided therein, **ALL of which must be attached to this by-law:**

PROVIDED ALWAYS THAT:

- (l) all parts of the Major Works are within and limited to part of the Owner's Lot, unless specifically indicated otherwise.
(Collectively, Work Plans)
- (f) Clause 3.1 to 3.3.1 are deleted.
- (g) Clause 3.3.2(a) - delete the introduction, ie,: "If the strata committee determines that works to be carried out are Future Major Works", so the introduction starts with: "The Owner must".
- (h) All references to "Future Major Works" are replaced with "Major Works", so that the Works Programme By-Law applies to the Major Works as defined in this by-law.
- (i) Clause 3.3.2(a)(iii) to (vi) (inclusive) are deleted.
- (j) Clause 3.3.2(b) is deleted.
- (k) Clause 3.5 is deleted.
- (l) AnnexureA-E are deleted.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]

ANNEXURE “C” (PAST WORKS APPROVED FORM)

STRATA PLAN 84451

PAST WORKS APPROVED FORM

Use this form if you (or the previous owner) undertook building works or renovations within your apartment. This form is to be construed according to the conditions outline in the SPECIAL BY-LAW NO < > FOR PAST AND FUTURE WORKS APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form.

OWNERS NAME **UNIT/LOT NUMBER**

CONTACT TELEPHONE (list ail)

EMAIL.....

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
 ☐ LIVING ROOM ☐ BEDROOM ☐ OTHER

WORK

INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES
 ☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
 ☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
 ☐ ELECTRICAL ☐ LIGHTING
 ☐ COMMON PROPERTY ALTERATION ☐ OTHERwhich may

include the following:

- (iii) Break out existing concrete floor;
- (iv) Break out existing floor coverings;
- (v) Break out existing walls;
- (vii) Break out existing ceiling;
- (viii) Break out existing columns;
- (ix) Renovation works on the false ceiling;
- (vri) Renovation works on electrical appliances In the ceiling;
- (xvi) Removal, alteration, and installation of floor coverings;
- (xvii) Removal, alteration, and installation of drainage and plumbing pipeworks;
- (xviii) Removal, alteration, and installation of electrical works and wiring;
- (xix) Removal, alteration, and installation of electrical outlets;
- (xx) Removal, alteration, and installation of exhaust fan;
- (xxi) Removal, alteration, and installation of windows;
- (xxii) Removal, alteration, and installation of toilets, sink, basins, showers, bathtubs,

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wardrobe, cupboards, drainage points, built-in furniture and fixtures; and

(xxiii) Re-installment of concrete floor, walls, ceiling, and columns;

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

I the undersigned hereby warrant that I have read the Special By-Law No. < > for PAST AND FUTURE WORKS APPROVAL PROGRAMME and agree to comply with all of the conditions and limitations imposed thereby, AND THAT I warrant for the benefit of the Owners Corporation that the Past Works as described above together with all and any plans and specifications attached herein are accurate and complete, AND THAT they will do not overload common property services and/or infrastructure, AND THAT the Past Works entirely situates within my Lot unless specifically stated otherwise in the plans and specifications attached hereto.

OWNERS SIGNATURE:DATE:

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entailed the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE:DATE:

CEILING CAVITY ALTERATIONS:

As the work applied for entailed the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE:DATE:

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entailed the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE:DATE:

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ANNEXURE "D" - PAST MAJOR WORKS BY-LAW

MOTION < >

The Owners - Strata Plan **No. 84451** **SPECIALLY RESOLVES** pursuant to section 106(3) of the *Strata Schemes Management Act 2015 (NSW)* THAT:

- (m) it is inappropriate to maintain, renew, replace or repair the Past Works in on or near Lot < >, the subject of the following by-law; and
- (n) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

MOTION < >

The Owners - Strata Plan No 84451 **SPECIALLY RESOLVES** pursuant to section 143 of the *Strata Schemes Management Act 2015 (NSW)* to make a by-law adding to the by-laws applicable to the strata scheme on the following terms:

SPECIAL BY-LAW NO < >

Past Works Lot < >

PART A1

PREAMBLE

- A1.1 This by-law is made pursuant to Paris 6 and 7 of the *Strata Schemes Management Act 2015*.
- A1.2 The by-law relates to Lot/s < > in the strata scheme.
- A1.3 The Owner/s of the Lot < > has/have previously carried out the Past Works.
- A1.4 The intended effect and purpose of this by-law is to confirm that the abovenamed Owner/s has had and shall continue to have:
 - (a) a special privilege to keep and maintain the Past Works; and
 - (b) a right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Past Works;subject to the terms and conditions of this by-law below.

PART A2

GRANT OF RIGHT

- A2.1 Subject to Part A3 and A4 of this by-law, the Owner shall have:
 - (a) a special privilege to carry out the Works to and on the common property; and
 - (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

PART A3

APPLICATION OF SPECIAL BY-LAW

- A3.1 In this By-Law, unless the contrary intention appears, Works Programme By-Law means Special By-Law < >
- A3.2 Subject to the exceptions and variations set forth in Part A3, the Owners Corporation and the Owner hereby ratify and confirm, and covenant the one with the other in terms of the Works Programme By-Law in the same manner as if the provisions of the Works Programme By-Law were set forth in full in this By-Law (as varied below).

PART A4

VARIATIONS

- A4.1 The Works Programme By-Law is hereby varied in its application to this By-Law as follows:
 - (a) The heading "SPECIAL BY-LAW NO < > PAST AND FUTURE WORKS APPROVAL PROGRAMME" is deleted.
 - (b) Part 1 is deleted.

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- (c) Clause 2.1 (b) is deleted, regarding Approved Form;
- (d) Clause 2.1 (i) is replaced with:
Lot means < > in strata plan 84451;
- (e) Clause 2.1 (j) regarding Major Works is deleted as replaced as follows:
“**Major Works**” means the works undertaken by the Owner including but not limited to the work description, plans and specifications strictly in accordance with the application form titled **ANNEXURE “C” (PAST WORKS APPROVED FORM)** signed and completed by the Owner/s for its Lot together with all attachments provided **therein, ALL of which must be attached to this by-law:**
PROVIDED ALWAYS THAT:
(l) all parts of the Major Works are within and limited to part of the Owner's Lot, unless specifically indicated otherwise.
(Collectively, **Past Work Plans**)
- (f) Part 3 is deleted.
- (g) Annexure A - E are deleted.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]

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ANNEXURE “E” (CONSENT FORM)

**CONSENT UNDER SECTION 143
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 84451**

TO: The Registrar-General
NSW Land Registry Services
Queens Square
SYDNEY NSW 2000

I/We, _____, CONSENT to
the making of a common property rights by-law conferring upon us rights in relation to the common
property for the performance of certain works subject to the conditions of such by-law.

The by-law is to be made by the Owners Corporation at a general meeting on _____
_____ or any adjournment of that meeting.

Dated: _____

Signature of owner/s

of Lot/s _____

cc: The Owners - Strata Plan No. 84451

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Special By-law 25: Common Property Memorandum

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 — refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan ® that part of a tree which exists within common property
2. Ceiling & Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes

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3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the - regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

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6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 — refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

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Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter- walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

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6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking/ Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning - interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Special By-law 26: Short Term Rentals

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 This by-law is to prohibit a Lot being used for the purpose of a Short-term rental accommodation arrangement where the Lot is not the principal place of residence of a person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
- 1.3 This by-law (as far as law allows) is to regulate the use of a Lot where the Lot is subject to a Short-term rental accommodation arrangement by the person who has the Lot as their principal place of residence.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Administration Fee** means any administrative, cleaning, maintenance or any other costs and expenses incurred by the Owners Corporation from time to time arising out of or in connection with an Owner or occupier using their Lot for a Short-term rental accommodation arrangement.
- (c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (d) **Bond** means a once off payment in the amount of \$1,000.00, or another amount determined by the strata committee, payable by an Owner to the Owners Corporation for using or allowing their Lot to be used for a Short-term rental accommodation arrangement. If an amount is determined by the strata committee, it shall notify the Owner as to the amount payable prior to the Owner using their Lot for a Short-term rental accommodation arrangement. The Bond may be in the form of a bank guarantee.
- (e) **Lot** means each and every lot in the Strata Scheme.
- (f) **Owner** means the respective owner of a Lot from time to time.
- (g) **Owners Corporation** means the Owners Corporation constituted upon registration of Strata Plan No 84451.
- (h) **Short-term rental accommodation** arrangement has the same meaning as in section 54A of the *Fair Trading Act 1987*.
- (i) **Strata Scheme** means the strata scheme relating to Strata Plan No 84451 located at 1-9 Beach Street, The Entrance, NSW 2261.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;

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- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes any member of the strata committee or any person authorised by the Owners Corporation **from time to time**;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

PROHIBITION

- 3.1 Subject to section 137A of the Act, a Lot may not be used for a Short-term rental accommodation arrangement.
- 3.2 Where an Owner or occupier uses a Lot as their principal place of residence and intends on using the Lot for a Short-term rental accommodation arrangement then the Owner shall comply with the conditions contained in this by-law.
- 3.3 Notwithstanding any other by-law applicable to the Strata Scheme, the Owners Corporation shall have the following additional powers, authorities', duties and functions in the Strata Scheme on the conditions set out in Part 4.

PART 4

CONDITIONS FOR USE OF LOT

- 4.1 An Owner or occupier acknowledges and agrees that, if they intend to use their Lot for a Short-term rental accommodation arrangement under the exemption contained in section 137A of the Act (as part of their occupation of the Lot as a principal place of residence), that use may require consent from an Authority.
- 4.2 **An Owner or occupier who wishes to use their Lot under the exemption** contained in section 137A of the Act for a Short-term rental accommodation arrangement must, before entering into any Short-term rental accommodation arrangement for the first time;
 - (a) notify the Owners Corporation that they intend on using the Lot for a Short-term rental accommodation arrangement under the exemption;
 - (b) seek and provide to the Owners Corporation a copy of any approval from the Authority so allowing the Short-term rental accommodation arrangement;
 - (c) if an occupier, provide to the Owners Corporation the written approval of the Owner to the occupier using the Lot for a Short-term rental accommodation arrangement;
 - (d) **provide a report from a suitably qualified expert setting out any** additional

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- work health and safety requirements, fire safety requirements, or other requirements or works required to comply with any law, regulation, ordinance or covenant provisions relating to the use of the Lot for Short-term rental accommodation arrangements;
- (e) pay the Bond to the Owners Corporation as a single payment.
- 4.3 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, after complying with clause 4.2:
- (a) provide a notice to the Owners Corporation specifying the names of any person(s) occupying the Lot under a Short-term rental accommodation arrangement, the period of their occupancy, and the date of anticipated termination of the occupancy for each person pursuant to section 258 of the Act (each time the Lot is used for that purpose);
- (b) maintain the amount of the Bond to the amount specified or determined by the strata committee, where the amount of the Bond is reduced below that amount for any reason (including but not limited to as a result of clause 4.10 or 4.11 of this by-law).
- 4.4 An Owner or occupier must ensure that their respective Lot is not used for any purpose that:
- (a) is a prohibited use under any planning instrument, ordinance, or law administered by any Authority associated with Short-term rental accommodation arrangements;
- (b) is a use prohibited by law; and
- (c) is not in accordance with the *Fair Trading Act 1987* including the code of conduct as may be established thereunder.
- 4.5 Where there is any work required to the Strata Scheme or common property in order for the use of a particular Lot to comply with any law, regulation, ordinance or covenant relating to the use for Short-term rental accommodation arrangements then the Owner or occupier shall be liable for all works and associated costs on an indemnity basis and shall not use the Lot for that purpose until such time as all works have been completed to the satisfaction of the Owners Corporation (which may require a by-law as contemplated by section 143 of the Act).
- 4.6 An Owner or occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of a use contrary to this by-law.
- 4.7 An Owner or occupier must, at the time of entering into any permitted Short-term rental accommodation arrangement with another person, provide a copy of the by-laws of the Strata Scheme including this by-law to that other person and must ensure that other person complies with this by-law and all of the by-laws for the Strata Scheme.
- 4.8 The Owners Corporation, strata committee or strata managing agent may serve a notice on an Owner or occupier requiring that person to provide evidence sufficient to prove the

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- Lot(s) so owned or occupied is/are not being used for a use prohibited by or in breach of this by-law or any law.
- 4.9 If an Owner or occupier fails to comply with this by-law, the Owners Corporation or strata committee may do any one or more of the following for the protection of the Owners Corporation:
- (a) without notice deactivate or cancel any security keys, fobs, access cards or other devices provided by the Owners Corporation to the Owner or occupier to access the common property;
 - (b) refuse to reactivate or reinstate any security keys, fobs, access cards or other devices provided by the Owners Corporation to access the common property until such time as the Owner or occupier has complied with the by-law;
 - (c) refer the Owner to any relevant Authority.
- 4.10 An Owner or occupier shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or occupier failing to comply with this by-law or the use of a Lot for a Short-term rental accommodation arrangement.
- 4.11 Subject to any breach of this by-law and upon satisfaction by the Owners Corporation of the compliance by an Owner or Occupier and any person occupying their Lot under a Short-term rental accommodation arrangement with this by-law in its entirety, the Owners Corporation shall refund the Bond to the Owner, less any costs incurred by the Owners Corporation, including the Administration Fee, for or in connection with a breach of this by-law.

Special By-Law No 27 Major Works – Lot 25 Bathroom Renovations

PART A1

PREAMBLE

- A1.1** This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- A1.2** The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- A1.3** The rights conferred by the Special By-Law shall endure for the benefit of the Owner.

PART A2

GRANT OF RIGHT

- A2.1** Subject to Part A3 and A4 of this by-law, the Owner shall have:
- (a) a special privilege to carry out the Works to and on the common property; and
 - (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

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PART A3

APPLICATION OF SPECIAL BY-LAW

- A3.1** In this By-Law, unless the contrary intention appears, Works Programme By-Law means Special By-Law 24.
- A3.2** Subject to the exceptions and variations set forth in Part A4, the Owners Corporation and the Owner hereby ratify and confirm, and covenant one with the other in terms of the Works Programme By-Law in the same manner as if the provisions of the Works Programme By-Law were set forth in full in this By-Law (as varied below).

PART A4

VARIATIONS

- A4.1 The Works Programme By-Law is hereby varied in its application to this By-Law as follows:**

- (a) The heading "SPECIAL BY-LAW NO 24 PAST AND FUTURE WORKS APPROVAL PROGRAMME" is deleted.
- (b) Part 1 is deleted.
- (c) Clause 2.1(b) is deleted, regarding Approved Form;
- (d) Clause 2.1 (i) is replaced with:
Lot means lot 25 in strata plan 84451;
- (e) Clause 2.1 (j) regarding Major Works is deleted as replaced as follows:
"Major Works" means the works to be undertaken by the Owner including but not limited to the work description, plans and specifications strictly in accordance with the application form titled "**ANNEXURE "A" (FUTURE WORKS APPROVED FORM)**" signed and completed by the Owner for its Lot together with all attachments provided therein, ALL of which must be attached to this by-law;

PROVIDED ALWAYS THAT:

- (a) all parts of the Major Works are within and limited to part of the Owner's Lot, unless specifically indicated otherwise. (Collectively, Work Plans)
- (b) Clause 3.1 to 3.3.1 are deleted.
- (c) Clause 3.3.2(a) - delete the introduction, ie,; "If the strata committee determines that works to be carried out are Future Major Works", so the introduction starts with: "The Owner must".
- (d) All references to "Future Major Works" are replaced with "Major Works", so that the Works Programme By-Law applies to the Major Works as defined in this by-law.
- (e) Clause 3.3.2(a)(iii) to (vi) (inclusive) are deleted.
- (f) Clause 3.3.2(b) is deleted.
- (g) Clause 3.5 is deleted.
- (h) Annexure A - E are deleted.

SPECIAL CONDITIONS: Nil

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Special By-Law 28 – Electric Vehicle Charging

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the installation and use of EV Chargers in Car spaces in the Building.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over a Lot or the Building including the local council.
 - (c) **Building** means the building forming part of the Strata Scheme.
 - (d) **Car space** means the car space of a Lot.
 - (e) **EV** means an electric motor vehicle.
 - (f) **EV Charger** means a single phased electric vehicle charging station to charge an EV that is owned by the Owner or an Occupier of a Lot and is parked in the Car space of their Lot, which charging station must have access control to ensure that only the Owner or Occupier of the Lot uses the EV Charger to charge their EV.
 - (g) **GPO** means the general power outlet installed in a Car space.
 - (h) **Lot** means any lot in the Strata Plan.
 - (i) **Occupier** means a person in lawful occupation of a Lot.
 - (j) **Owner** means the owner or owners for the time being of a Lot.
 - (k) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
 - (l) **Specification** means the general specifications for an EV Charger attached at Annexure A to this by-law that have been prepared by a licensed electrician for the Owners Corporation and are designed to protect the existing electricity infrastructure of the Building.
 - (m) **Strata Plan** means Strata Plan No 84451.
 - (n) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 1-9 Beach Street, The Entrance NSW 2261.
 - (o) **Works** means the following works to be undertaken by the Owner in or to their Lot and the common property:
 - (i) Installation of an EV Charger to the Car space of their Lot;
 - (ii) Electrical works to wire and connect the EV Charger into and to power the EV Charger from the common property electricity supply;
 - (iii) (if required) installation of a separate meter to record electricity usage of the

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EV Charger or the GPO;

- (iv) Installation of an interconnected mains-powered smoke alarm or heat alarm to the Car space of their Lot;
- (v) Any ancillary works in relation to the above; and
- (vi) Removal of any part of the Works.

Interpretation

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

- (a) the singular includes the 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 Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

GRANT OF POWER

3.1 Subject to Part 4 of this by-law:

- (a) each Owner shall have a right to carry out the Works to the Car space of their Lot;
- (b) each Owner or Occupier shall have a right to charge an EV in the Car space of their Lot.

3.2 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the charging of EVs and the installation and use of EV Chargers in Car spaces in the Building including but without limitation to:

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- (a) regulate the EV Charger (including the manufacturer and type/model of the EV Charger) that an Owner may install in the Car space of their Lot when carrying out the Works;
- (b) regulate the location within a Car space to which an EV Charger may be installed;
- (c) require an Owner to use licensed, qualified and insured contractors approved by the Owners Corporation to carry out the Works;
- (d) regulate the manner in which EVs can be charged in the Strata Scheme, including to ensure that the charging of EVs does not detrimentally affect the existing electricity infrastructure or electricity supply in or to the Building;
- (e) regulate the method of charging an Owner or Occupier for the electricity used by the EV Charger installed in a Car space.

PART 4

CONDITIONS

Delegation of Minor Renovations to strata committee

- 4.1 Subject to clause 4.2 of this by-law, the Works are additional works that are minor renovations under section 110 of the Act. An Owner must, at the Owner's cost, obtain approval from the strata committee of the Owners Corporation to carry out the Works. For the avoidance of doubt, the strata committee is delegated the function of approving the Works under this by-law.
- 4.2 Notwithstanding clause 4.1 of this by-law, if any part of the Works:
 - (a) involve any structural changes to common property;
 - (b) involve waterproofing; and/or
 - (c) require the consent or approval of any Authority, including but without limitation the local council, an Owner must, at the Owner's cost, obtain separate approval via a common property rights by-law passed at a general meeting of the Owners Corporation for the carrying out of the Works.
- 4.3 If the Works are approved by the strata committee, an Owner may carry out the Works subject to complying with this by-law in all respects.
- 4.4 The strata committee may, acting reasonably, impose further reasonable conditions in addition to those provided for in this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform each Owner in writing of those conditions.

Before commencement of the Works

- 4.5 Before commencing the Works, each Owner must submit the following to the strata committee for the strata committee's approval:
 - (a) an application form for the Works in the manner specified by the strata committee from time acting reasonably;
 - (b) the details of the proposed dates of commencement and completion of the Works;
 - (c) the details of the manufacturer and type/model of the EV Charger the Owner proposes to install as part of the Works;

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- (d) the manufacturer's specifications for the EV Charger proposed to be installed in the Car space as part of the Works, which must be consistent with the Specification;
- (e) all completed specifications and plans for the Works including but without limitation:
 - (i) a detailed plan identifying that part of the common property forming part of the Car space of the Lot to which the EV Charger is proposed to be affixed;
 - (ii) the scope of works for affixing the EV Charger forming part of the Works to the Car space;
 - (iii) the scope of works for connecting the EV Charger to the common property electricity distribution board;
- (f) the details of any meter to be installed as part of the Works to record the electricity usage of the EV being charged in a Car space;
- (g) the details of the smoke or heat alarm to be installed as part of the Works for fire safety;
- (h) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the Home Building Act 1989 where applicable; and
 - (iii) Workers' compensation insurance;
- (i) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
- (j) if required by the strata committee, acting reasonably, the Owner must pay the reasonable costs for the strata committee to obtain a report on behalf of the Owners Corporation (or the Owner must, at the Owner's cost, obtain a report) from a suitably qualified, licensed and insured electrician or other consultant that:
 - (i) specifies the electricity load capacity required for the proposed EV Charger to be installed as part of the Works; and
 - (ii) certifies that, if the Works are carried out by the Owner in the Car space of their Lot in accordance with the approved scope of works, the electricity load for the proposed EV Charger will not negatively impact on the existing electricity load capacity for the Building, or any part thereof;
- (k) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Building which may be affected by the Works; and
- (l) upon request by the Owners Corporation, a report from a suitably qualified

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consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Building.

- 4.6 At least 48 hours prior to the commencement of the Works, each Owner shall arrange with the Owners Corporation:
- (a) suitable times and method for the Owner's contractor to access the Building; and
 - (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

- 4.7 In performing the Works, each Owner must:
- (a) only install the EV Charger forming part of the Works:
 - (i) that has been approved by the strata committee; and
 - (ii) in the location that has been approved by the strata committee;
 - (b) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the strata committee or the Owners Corporation;
 - (c) protect all areas of the Building, both internal and external to the Lot, from damage caused by:
 - (i) the Works;
 - (ii) the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) the removal of any part of the Works.
 - (d) keep all areas of the Building outside the Car space of their Lot affected by the Works and/or by the exercise of the Owner's rights under this by-law clean and tidy;
 - (e) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 7.30 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 3.00 pm on Saturday;
 - (f) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
 - (g) not carry out the Works on Sundays and public holidays;
 - (h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
 - (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or

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- interference with the use and enjoyment by other occupiers of the Building;
- (j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the strata committee's or Owners Corporation's directions;
- (k) comply and ensure that the Owner's contractor complies with all reasonable requirements of the strata committee or the Owners Corporation and with all requirements, directions and orders of any Authority;
- (l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply;
- (m) not vary the Works without first obtaining the consent in writing of the strata committee or the Owners Corporation and, where required, any Authority; and
- (n) promptly repair any damage to another lot or part of the common property caused by the Works.

4.8 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in compliance with the manufacturer's specifications and instructions for installation;
- (c) in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- (d) in accordance with the drawings and specifications approved by the strata committee or Owners Corporation;
- (e) in accordance with the Home Building Act 1989 and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety;
- (f) using materials that are new and fit for the purposes to which those materials are put;
- (g) by appropriately licensed contractors;
- (h) with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time; and
- (i) (where applicable) in a manner so as to result in the Works being reasonably fit for occupation.

Completion of the Works

4.9 Upon completion of the Works, each Owner must, without unreasonable delay:

- (a) notify the strata committee or the Owners Corporation in writing that the Works have been completed;
- (b) notify the Owners Corporation in writing of the details of the EV Charger that has been installed as part of the Works so that the Owners Corporation may maintain a register of all EV Chargers installed by Owners in the Building;
- (c) provide to the strata committee or the Owners Corporation a copy of all

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certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;

- (d) upon request by the strata committee, provide to the strata committee a copy of a certification from a suitably qualified, licensed and insured electrician or other consultant approved by the strata committee, acting reasonably, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to another Car space or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

Use of the EV Charger and GPO

- 4.10 Prior to using an EV Charger installed in the Car space of their Lot, or charging an EV using the GPO applicable to the Car space of their Lot, and Owner or Occupier must:
 - (a) comply with clause 4.9(b) of this by-law, where an EV Charger has been installed in and to the Car space of their Lot;
 - (b) where clause 4.10(a) does not apply, notify the strata committee in writing that an EV owned by them is going to be charged in the Car space of their Lot via the GPO applicable to the Car space of their Lot.
- 4.11 Each Owner must, at the Owner's cost, ensure that the electricity supply required to operate any EV Charger that is installed in the Car space of their Lot as part of the Works is directly wired and connected into the common property electricity supply (and not into the Lot electricity supply) and is metered, drawn and charged against the common property electricity supply (with the Owner to pay to or reimburse the Owners Corporation the cost of all of the Owner's electricity usage in respect of the EV Charger). Where required by the strata committee or the Owners Corporation, acting reasonably, each Owner must, at the Owner's cost, ensure that a meter is installed in and to the Car space of their Lot to record the electricity used by the EV Charger installed in and to, or via the GPO applicable to, the Car space of their Lot.
- 4.12 Each Owner or Occupier must pay for, or reimburse to the Owners Corporation, all of the electricity costs associated with the EV Charger installed in the Car space of their Lot as part of the Works and the charging of an EV in the Car space of their Lot (whether by an EV Charger installed in and to, or via the GPO applicable to, the Car space of their Lot) in the manner directed by the strata committee or the Owners Corporation, acting reasonably.
- 4.13 The strata committee or the Owners Corporation may (acting reasonably) nominate an EV service provider to record and invoice the electricity used by each Owner's or Occupier's EV in the Car space of their Lot.
- 4.14 Each Owner or Occupier who has an EV Charger installed in the Car space of their Lot must enter into an agreement with any EV service provider nominated by the strata committee or the Owners Corporation in clause 4.13 of this by-law and must promptly pay

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all invoices and any other amounts issued by the EV service provider to the Owner or Occupier in relation to the EV Charger installed in the Car space of their Lot.

- 4.15 Each Owner or Occupier must ensure that:
- (a) only their EV is parked in and is connected into and charged by the EV Charger installed in and to, or the GPO applicable to, the Car space of their Lot; and
 - (b) they do not use the EV Charger installed in and to, or the GPO applicable to, the Car space of another Lot to charge their EV.
- 4.16 Where the electricity used by an Owner or Occupier to charge their EV (whether by an EV Charger installed in and to, or via the GPO applicable to, the Car space of their Lot) is recorded via an EV Charger or a meter installed in and to the Car space of their Lot, the Owner or Occupier must:
- (a) on the first business day of each calendar month, provide to the strata committee or the Owners Corporation a written record of that Owner's or Occupier's electricity usage for charging their EV in the Car space of their Lot obtained directly from the EV Charger or via any meter installed in and to the Car space of their Lot; and
 - (b) pay to or reimburse the Owners Corporation the cost of such electricity usage in the manner specified in writing by the strata committee or the Owners Corporation from time to time acting reasonably and within 14 days of receipt of a written request to do so.
- 4.17 In order to preserve the fire safety of the Building and to protect all Owners and Occupiers, each Owner or Occupier who is keeping and charging an EV in the Car space of their Lot (whether by an EV Charger installed in and to, or via the GPO applicable to, the Car space of their Lot) must:
- (a) affix a blue "EV" sticker/badge (in the form specified by any relevant Authority) to the number plate of the EV to indicate that it is an EV to ensure that the EV is identifiable by emergency services and warns emergency responders of the presence of a high voltage battery;
 - (b) only use the EV charger and the EV and only charge the EV in accordance with the manufacturer's instructions and all laws and requirements of any Authority, including in relation to fire safety so that the EV is at all times used and charged in a safe manner so as to minimise the risk of a fire or any other hazard in the Building;
 - (c) only use extension leads (where applicable) and power sockets that are intended for use in the charging of EVs;
 - (d) exercise caution when charging their EV in wet weather and must not charge their EV during electrical storms;
 - (e) arrange at their cost for a suitably qualified, licensed and insured electrician to carry out an annual inspection of the EV Charger and to obtain and provide to the Owners Corporation or the strata committee a certification from the electrician that the EV Charger is compliant with all relevant laws and requirements in respect of

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- fire safety; and
- (f) have immediate access to a fire blanket the same size as the EV (which covers the entire EV from the roof of the EV and overlaps the floor of the Car space of their Lot) which can be used in the event of a fire.
- 4.18 In order to avoid using electricity in the Building when other critical electricity services in the Building are required to be provided to Owners and Occupiers and to prevent overloading of circuits in the Building, each Owner or Occupier who is charging their EV in the Car space of their Lot (whether by an EV Charger installed in and to, or via the GPO applicable to, the Car space of their Lot) must:
- (a) until such time as the installation of all of the electricity infrastructure in the Building to facilitate EV charging is completed, limit charging of their EV to not more than 16 amps and must install an adapter plug to ensure that the charging of their EV is restricted to not more than 16 amps;
 - (b) only charge their EV at such times as are directed by the strata committee or the Owners Corporation, acting reasonably;
 - (c) comply with any reasonable request of the strata committee or the Owners Corporation not to charge their EV at a particular time or on a particular date in order to avoid multiple Owners or Occupiers charging their EVs simultaneously;
 - (d) use all reasonable endeavours to not overload the circuits in the Building by charging their EV simultaneously with other Owners or Occupiers and must cooperate with other Owners or Occupiers as to the timing and duration of the charging of their EV.
- 4.19 Where a Lot is not owner occupied, both the Owner and Occupier of the Lot are jointly and severally liable to the Owners Corporation for the payment of the electricity used to charge an EV in the Car space of their Lot. Installation of EV Chargers where existing common property electricity infrastructure capacity is reached and requires upgrading.
- 4.20 Each Owner who wishes to install an EV Charger to the Car space of their Lot as part of the Works acknowledges and agrees that:
- (a) as at July 2023, the existing common property electricity infrastructure capacity for the Building is limited and is not able to facilitate the installation of EV Chargers to all Lots in the Strata Scheme all at once;
 - (b) where the capacity of the existing common property electricity infrastructure is reached, the Owners Corporation will, at its cost:
 - (i) need to obtain approval at a general meeting to carry out upgrade works to the common property electricity infrastructure to increase capacity and to take any ancillary steps; and
 - (ii) once the approval in clause 4.20(b)(i) is obtained, engage a contractor to carry out the upgrade works and any ancillary works;
 - (c) as a result of clauses 4.20(a) and (b) above, there may be delays in the Owner obtaining approval from the strata committee to install an EV Charger to the Car

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- space of their Lot; and
- (d) the Owner shall take into account this clause 4.20 when seeking approval to install an EV Charger to the Car space of their Lot and shall act reasonably in relation to any delays in obtaining such approval due to a matter specified in this clause 4.20.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

5.1 Each Owner must at the Owner's cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed (with the prior approval of the Owners Corporation);
- (c) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
- (d) properly maintain and keep the Works and those parts of the Car space the subject of this by-law in a state of good and serviceable repair and must renew or replace the Works as required from time to time;
- (e) ensure that the Works do not at any time cause any damage to another Car space or the common property;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) provide the Owners Corporation with access to inspect the Car space of their Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;
- (h) remain liable for any damage to any Car space or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- (i) use the EV Charger and the EV at all times in compliance with the manufacturer's instructions, all laws and requirements of any Authority, particularly in relation to fire safety;
- (j) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any Car space, caused by, arising out of or related to the Works including their installation,

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repair, maintenance, replacement, removal and/or use including use of the EV Charger and the EV.

- 5.2 Each Owner and Occupier must, at all times and at the Owner's or Occupier's cost, pay for the costs of all electricity used for charging their EV in the Car space of their Lot (whether by an EV Charger installed in and to, or via the GPO applicable to, the Car space of their Lot).

Default

- 5.3 Should an Owner or Occupier fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon a Car space to inspect and to carry out any work reasonably necessary or take any reasonable steps to rectify the Owner's or Occupier's breach of this by-law;
 - (c) the Owner or Occupier must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation in taking a step or carrying out work pursuant to clause 5.3(b) above; and
 - (d) the Owners Corporation may recover from the Owner or Occupier, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law.

Ownership of Works

- 5.4 The Works to each Car space shall be carried out at the cost of each Owner and shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

- 5.5 Each Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) approving any plans, drawings or other documentation for the Works; and
 - (b) obtaining and considering any certification in relation to the Works.

Applicability

- 5.6 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.

Annexure 'A'

Specification Safety

Overcurrent

The Electric Vehicle Supply Equipment (EVSE) will switch off when it detects that the electric vehicle draws more current than is allowed. Overvoltage and undervoltage The EVSE will disconnect the electric vehicle when it detects either a too low or too high input voltage.

Ground fault

The EVSE will disconnect the electric vehicle when it detects an earth fault. When the EVSE detects an AC ground fault, or a DC ground fault of 6 mA it disconnects the electric vehicle from the mains connection.

The EVSE shall comply with IEC 62955:2018, and provide residual current protection including AC, pulse DC, and smooth DC via integrated residual current monitor.

Surge protection

Surge protection is to be embedded within the EVSE as standard. PE (protective earth) continuity monitoring The EVSE shall continually monitor the earth continuity and terminate the charging session in the event of disruption to the protective earth.

Metering

Built in high accuracy energy meter (1% tolerance), class B, integrated in the electronic design. Combination with external smart energy meter utilizing Modbus protocol used for load management.
Ability to perform power management must be integral to the design.

Measures Over/Under Voltage.

When charging, when the input voltage is out of range of rated voltage 20% (nominal 230V), charging session will be paused to protect the system. Automatic recovery when the input voltage is in the safe range again.

Over Current LV1/LV2

When charging, when the output current exceeds 10% of the rated current (35.2A in the 32A rated per phase product), charging session will be paused (pending for autoretry). When the output current exceeds 25%(20A/40A), the charging session will be terminated immediately.

Load Management

The EVSE shall offer three levels of load management: Static, Dynamic & Intelligent.

Prioritization

The EVSE shall support multiple zone priority charging, VIP, High and Medium priority.

Connectivity

Each EVSE shall support embedded Ethernet (RJ45), WiFi and Bluetooth.
The EVSE shall be provisioned with 4G (with 3G fallback) wireless connectivity.
The EVSE shall at minimum support OCPP 1.6.
Modbus Remote Terminal Unit (RTU) or Traction Power Controller (TCP) shall be provisioned for local control of the EVSE.
Configurable dry contacts shall be available to connect an external switch to enable/disable the EVSE and provide feedback of availability.

Interaction

Authentication

Smartphone via Blue Tooth connection
Radio Frequency Identification (RFID) card or tag (Mifare)
Open Charge Point Protocol (OCPP) via charging point operator (CPO) backend

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APP

A Mobile app shall be available to enable.
Authentication and control of the charging.
Configuration of a charger.

Web portal

A web portal shall exist to enable advanced setup, control, and configuration.

Special By-Law 29 - Surveillance and Privacy

1. This by-law is made for the purposes of managing, regulating and controlling the use, maintenance and storage of the Security System on the common property and Surveillance Recordings of activities on the common property.
2. For the purposes of this by-law, the following definitions apply:
 - (i) **"Security System"** means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms (including all ancillary equipment), currently installed or installed in the future in the common property to provide security for all lot owners.
 - (ii) **"Security Recordings"** means either analogue or digital images or recordings of activities in the common property areas.

Powers & Duties of the Owners Corporation

3. The Owners Corporation shall have the power to install and maintain the Security System and any additional security devices in the common property and such signage as is appropriate to warn owners, occupiers and invitees that the common property is being monitored and the following additional powers, authorities, duties and functions:
 - (a) the power to enter into arrangements with third parties from time to time for the operation of the Security System and the installation, repair, reconfiguration or replacement of the Security System or any part of it;
 - (b) the power to replace or reconfigure the Security System from time to time as determined by the Owners Corporation;
 - (c) the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;
 - (d) the duty to ensure that all Security Recordings are held in a locked communications cupboard on level 1, Beach Street Foyer;
 - (e) the duty to ensure no owner or occupier can hold or access Security Recordings without the written consent of the Owners Corporation, the strata committee being empowered to provide such consent. The exception being that either two strata committee members or the strata manager or a police officer may access the Security Recordings without prior strata committee approval.
 - (f) Security Recordings are only to be accessed or used for the purposes of determining a breach of the security or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for personal use of any owner or occupier.

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Special By-law 30: Lot 37 Patio Cover

PART A1

PREAMBLE

This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*. The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.

The rights conferred by the Special By-Law shall enure for the benefit of the Owner.

PART A2

GRANT OF RIGHT

Subject to Part A3 and A4 of this by-law, the Owner shall have:

- (a) a special privilege to carry out the Works to and on the common property; and
- (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

PART A3

APPLICATION OF SPECIAL BY-LAW

- A3.1 In this By-Law, unless the contrary intention appears, Works Programme By-Law means Special By-Law 24.
- A3.2 Subject to the exceptions and variations set forth in Part A4, the Owners Corporation and the Owner hereby ratify and confirm, and covenant one with the other in terms of the Works Programme By-Law in the same manner as if the provisions of the Works Programme By-Law were set forth in full in this By-Law (as varied below).

PART A4

VARIATIONS

- A4.1 The Works Programme By-Law is hereby varied in its application to this By-Law as follows:
 - (a) The heading "SPECIAL BY-LAW NO < > PAST AND FUTURE WORKS APPROVAL PROGRAMME" is deleted.
 - (b) Part 1 is deleted.
 - (c) Clause 2.1(b) is deleted, regarding Approved Form;
 - (d) Clause 2.1(i) is replaced with:

Lot means Lot 37 in strata plan 84451;
 - (e) Clause 2.1 (j) regarding Major Works is deleted as replaced as follows:

"Major Works" means the works to be undertaken by the Owner including but not limited to the work description, plans and specifications strictly in accordance with the application form titled "ANNEXURE "A" (FUTURE WORKS APPROVED FORM)" signed and completed by the Owner for its Lot together with all attachments provided therein, ALL of which must be attached to this by-law:

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PROVIDED ALWAYS THAT:

- (f) all parts of the Major Works are within and limited to part of the Owner's Lot, unless specifically indicated otherwise. (Collectively, Work Plans)
- (g) Clause 3.1 to 3.3.1 are deleted.
- (h) Clause 3.3.2(a) - delete the introduction, ie, "If the strata committee determines that works to be carried out are Future Major Works", so the introduction starts with: "The Owner must".
- (i) All references to "Future Major Works" are replaced with "Major Works", so that the Works Programme By-Law applies to the Major Works as defined in this by-law.
- (j) Clause 3.3.2(a)(iii) to (vi) (inclusive) are deleted.
- (k) Clause 3.3.2(b) is deleted.
- (l) Clause 3.5 is deleted.
- (m) Annexure A-E are deleted.

Special By-law 31: Management Of Lithium-ion Powered E-Bikes And E-Scooters

1. Interpretation

1.1 In this by-law, unless a contrary intention appears:

"**Act**" means the *Strata Schemes Management Act 2015*;

"**Battery**" means any lithium-ion battery used to power an e-bike or e-scooter;

"**Building**" means the building and common property comprising the Strata Plan;

"**Call-out**" means:

Attendance at the Building by the fire brigade, any authorised contractor or government agency to investigate or follow up on:

- a. the activation of heat, smoke or fire alarms forming fire safety equipment at the Building due to a Battery; and/or
- b. the ignition or smoking of a Battery;

"**Compliant/ Compliance**" means a device which meets the appropriate federal and state definition at all times of road legal e-bike or e-scooter and includes a regulatory compliance mark 1 on the battery and charger.

"**Designated Storage and Charging Area**" means a Common Property area or areas in the Scheme identified as a safe storage and charging area for e-bikes and e-scooters;

"**e-bike and e-scooter**" means an electrically powered personal transport device which uses a Battery and includes e-bicycles, e-scooters, hoverboards and e-skate boards used for recreational or for employment purposes BUT excludes road registered electric vehicles, wheelchairs, motorised mobility scooters or other devices necessary to aid mobility for people with disabilities or mobility impairments;

"**Safe Charging Practices**" means:

- a) only using chargers supplied with the device, or certified third-party charging equipment compatible with the Battery specifications;

note: chargers with incorrect power delivery (voltage and current) can damage a battery, including overheating that can lead to fire;

- b) allowing Batteries to cool down before and after charging;
- c) disconnecting the charger once a device or Battery has been fully charged;
- d) being present while Batteries are charging and avoiding charging overnight;
- e) not using Batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured or crushed - correctly dispose of any such battery after determining safe practice for disposal);
- f) charging away from flammable items, including furnishings and carpets and preferably on a hard, non-flammable surface.

2. Scope of by-law

e-bikes and e-scooters

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- 2.1 e-bikes and e-scooters have a higher fire risk when compared with most other battery powered devices, particularly poorer quality cheap variants. To minimise the risk of harm to the building and its occupants:
- a. Only Compliant e-bikes and e-scooters are permitted within the Scheme;
 - b. e-bikes and e-scooters must not be stored or charged in any fire exit path;
 - c. Owners and Occupiers must observe Safe Charging Practices;
 - d. e-bikes and e-scooters must be stored and charged in the Designated Charging and Storage Area, if provided;
 - e. Avoid charging e-bikes and e-scooters inside the residential space of any Lot, preferably charging outside the building envelope (e.g. on a balcony) or in a designated storage / charging area, refer clause 2.1 d.;
 - f. Damaged e-bike and e-scooter batteries represent a heightened fire risk and must not be brought into the scheme.
- 2.2 In the interests of fire safety at the Scheme an Owner or Occupier who keeps or otherwise houses an e-bike or e-scooter in the Scheme (even on a temporary basis) must not:
- a. modify a Battery or any electronic component related to the motor, sensors or motor controller of the device in any way;
 - b. replace a Battery with any Battery not recommended by the manufacturer of the e-bike or e-scooter;
 - c. overcharge any Battery; or
 - d. dispose of any Battery in any waste receptacles in the Building not designated clearly for Battery disposal.
- 2.3 In the further interests of fire safety, an Owner or Occupier who keeps an e-bike or e-scooter in the Scheme must:
- a. Notify the strata committee of the existence of the e-bike or e-scooter including details of its compliance.
 - b. Ensure there is a working smoke detector installed to EPA standards;
 - c. Disclose to their insurer that an e-bike or e-scooter is stored on the lot.
 - d. dispose of all Batteries safely.
- 3. Call-outs**
- 3.1 If there is a Call-out as a result of a e-bike or e-scooter fire then the owner is liable for any charges (including fines) associated with the Call-out.
- 4. Liability and Indemnity**
- 4.1 An Owner or Occupier who keeps an e-bike or e-scooter in the Scheme will be jointly and severally liable for any damage to common property, lot property, or personal property, as well as any fines or penalties imposed on them or their Occupiers by any Government Agency, as a result of a breach of this by-law.
- 4.2 An Owner or Occupier who keeps an e-bike or e-scooter in the Scheme must indemnify the owners corporation against all claims and any actions, demands or expenses

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including legal and administrative expenses incurred in relation to costs referred to in clause 4.1.

Special By-law 32: - Installation Of Retractable Vertical Blinds On Balconies

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges in respect of part of the common property for the installation or attachment of Retractable Vertical Blinds on an Owner's rear north facing balcony only and assigns responsibility for the repair and maintenance of the Retractable Vertical Blinds installed in accordance with the conditions in this Common Property Rights By-law.
- (2) Where any Retractable Vertical Blinds were installed by an Owner before this by-law was made, and no by-law has been made in respect of the Retractable Vertical Blinds installed, then clauses (19) to (28) of this by-law will also apply to those Retractable Vertical Blinds.

Defined Terms and Interpretation

- (3) **"Lot"** is lots 22, 25, 26, 32, 33, 35, 37, 38, 40, 41 on the scheme.
- (4) **"Owner"** means the owner or owners of the Lot from time to time on strata plan no. 84451.
- (5) **"Special Privileges"** means the privilege to alter and add to the common property by installing Retractable Vertical Blinds that affect the common property and outside appearance of the Lot on rear facing northern balconies only.
- (6) **"Retractable Vertical Blinds"** means the alterations and additions undertaken by the Owner (at the Owner's expense and to remain the Owner's fixture) to install Retractable Vertical Blinds on the rear balcony of their respective Lot as specified below -
 - (a) **Model:** Helioscreen HMX 130 External Roller with stainless steel guide wires and to be mounted internally of the balcony walls and balustrades.
 - (b) **Fabric:** Serge Grey 3% Openness
 - (c) **Headbox:** Powder coated extruded aluminium colour:
 - (d) **Brackets:** Grade 316 stainless steel
 - (e) **Operation:** Motorised with remote and wind sensor to be attached to the headbox and painted the same colour.
 - (f) **Installation:** Must be installed by a licensed electrician and in accordance with Australian Standards. High fit harness required and blinds to be roped up.
- (7) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words defined in the Act have the meaning given to them in the Act; and
 - (d) references to legislation includes references to amending and replacing legislation.

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- (8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically Special By-law 24 - Major & minor renovation programme (past & future), however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

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

CONDITIONS

Before installing the Retractable Vertical Blinds Planning, Approvals and Certificates

- (10) The Owner must obtain written approval for the Retractable Vertical Blinds from -
- (a) the strata committee of the Owners Corporation;
 - (b) any relevant consent authority under the *Environmental Planning and Assessment Act 1979*; and
 - (c) any other relevant statutory authority whose requirements apply to installation of the Retractable Vertical Blinds.
- (11) The strata committee may from time to time provide further details of the colour(s) and style(s) of the types of Retractable Vertical Blinds which will be authorised so these Retractable Vertical Blinds will be in keeping with the overall external appearance of The Watermark Apartments.
- (12) The strata committee will provide the names of suppliers and installers that can meet the strata committee's requirements.

Specification of Works

- (13) The Owner must submit to the strata committee of Owners Corporation via the Strata Manager the **application form attached to Special by-law 24 a "Annexure A" (Future Works Approved Form)** and any other documents reasonably required by the Owners Corporation relating to the installation of the Retractable Vertical Blinds prior to obtaining the strata committee's consent and installing the Retractable Vertical Blinds, including but not limited to:
- (a) details of the contractor supplying and installing the Retractable Vertical Blinds, including a copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the installation of the Retractable Vertical Blinds which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim;
 - (b) further specifications of how the Retractable Vertical Blinds are to be attached; and
 - (c) if required, any approvals/consents/permits from any Authorities.

Installing the Retractable Vertical Blinds

Hours of Works

- (14) The Owner must install the Retractable Vertical Blinds as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

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Compliance with Codes

- (15) The Owner when installing the Retractable Vertical Blinds must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (16) The Owner when installing the Retractable Vertical Blinds must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation as specified in this by-law or current at the time the Retractable Vertical Blinds are installed.

General Conditions

- (17) When installing the Retractable Vertical Blinds, the Owner must:
 - (a) ensure that the Retractable Vertical Blinds are installed in accordance with the specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors install the Retractable Vertical Blinds in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Retractable Vertical Blinds be installed in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the installation of the Retractable Vertical Blinds.
 - (f) repair promptly any damage caused or contributed to by Retractable Vertical Blinds, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Installation of the Retractable Vertical Blinds

- (18) Immediately upon installation of the Retractable Vertical Blinds, the Owner must:
 - (a) notify the Owners Corporation when the installation is complete and authorise any inspection of the completed work if required by the Owners Corporation.
 - (b) restore all other parts of the common property affected by the Retractable Vertical Blinds as nearly as possible to the state they were in immediately before the Retractable Vertical Blinds.
 - (c) deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Retractable Vertical Blinds and the occupation of the Lot (for example, any necessary compliance certificate).
- (19) The Owner must ensure the Retractable Vertical Blinds are not kept down permanently and should be retracted in high wind so as not to cause damage to common property or balconies.

Maintenance and Repair

- (20) The Owner must, at the Owner's expense:

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- (a) properly maintain the Retractable Vertical Blinds installed on their Lot and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Retractable Vertical Blinds; and
 - (b) properly maintain the common property that will be altered or added to by the Retractable Vertical Blinds and occupied by the Retractable Vertical Blinds and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (21) If the Owner removes the Retractable Vertical Blinds or any part of the Retractable Vertical Blinds installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

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

Repair of Damage

- (24) The Owner must, at the Owner's expense, make good any damage to the common property or any other lot, caused as a result of the Retractable Vertical Blinds no matter when such damage may become evident.
- (25) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Retractable Vertical Blinds, including failure to maintain, renew, replace or repair the Retractable Vertical Blinds as required under this by-law, 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 debt is paid.

Breach of By-law

- (26) The Owner accepts that if the Owner is directed by the strata committee to carry out any repair associated with the erection, maintenance or removal of the Retractable Vertical Blinds that it will be promptly carried out at the expense of the owner(s). Further, that if the Owner fails to promptly carry out such repairs, the Owners Corporation can carry them out and invoice the Owner for the works as well as any other associated expenses that are incurred as a result of doing the work.

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- (27) The Owners Corporation reserves the right to replace or rectify the Retractable Vertical blinds or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach. Further, that if such a direction from the Owners Corporation is not followed within a within 30 days of service, the Owners Corporation may have the work done and invoice the owner for all costs associated with the work. Interpretation

Special By-law 33: - Lot 25 Addition Of Retractable Vertical Blind

PART A1

PREAMBLE

- A1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- A1.2 The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- A1.3 The rights conferred by the Special By-Law shall ensure for the benefit of the Owner.

PART A2

GRANT OF RIGHT

- A2.1 Subject to Part A3 and A4 of this by-law, the Owner shall have:
- (a) a special privilege to carry out the Works to and on the common property; and
 - (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

PART A3

APPLICATION OF SPECIAL BY-LAW

- A3.1 In this By-Law, unless the contrary intention appears, Works Programme By-Law means Special By- Law 24.
- A3.2 Subject to the exceptions and variations set forth in Part A4, the Owners Corporation and the Owner hereby ratify and confirm, and covenant one with the other in terms of the Works Programme By-Law in the same manner as if the provisions of the Works Programme By-Law were set forth in full in this By-Law (as varied below).

PART A4

VARIATIONS

- A4.1 The Works Programme By-Law is hereby varied in its application to this By-Law as follows:
- (a) The heading "**SPECIAL BY-LAW NO 24 PAST AND FUTURE WORKS APPROVAL PROGRAMME**" is deleted.
 - (b) Part 1 is deleted.

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- (c) Clause 2.1(b) is deleted, regarding Approved Form;
- (d) Clause 2.1(i) is replaced with: Lot means 25 in strata plan 84451;
- (e) Clause 2.1 (j) regarding Major Works is deleted as replaced as follows:

"Major Works" means the works to be undertaken by the Owner including but not limited to the work description, plans and specifications strictly in accordance with the application form titled **"ANNEXURE "A" (FUTURE WORKS APPROVED FORM)"** signed and completed by the Owner for its Lot together with all attachments provided therein, ALL of which must be attached to this by-law:

PROVIDED ALWAYS THAT:

- (1) all parts of the Major Works are within and limited to part of the Owner's Lot, unless specifically indicated otherwise.

(Collectively, Work Plans)

- (f) Clause 3.1 to 3.3.1 are deleted.
- (g) Clause 3.3.2(a) - delete the introduction, ie.,: "If the strata committee determines that works to be carried out are Future Major Works", so the introduction starts with: "The Owner must".
- (h) All references to "Future Major Works" are replaced with "Major Works", so that the Works Programme By-Law applies to the Major Works as defined in this by-law.
- (i) Clause 3.3.2(a)(iii) to (vi) (inclusive) are deleted.
- (i) Clause 3.3.2(b) is deleted.
- (k) Clause 3.5 is deleted.
- (l) Annexure A - E are deleted.

ADDITIONAL/SPECIAL CONDITIONS:

All terms and conditions of Special By-Law No. 31 INSTALLATION OF RETRACTABLE VERTICAL BLINDS ON BALCONIES are to be adhered to.

