


ePlan

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 34 sheet(s)
Office Use Only		Office Use Only
Registered:  28/09/2020		SP95443


Instrument setting out the details of by-laws to be created upon registration of a strata plan

180 SOUTH CREEK ROAD WHEELER HEIGHTS

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By-Law 1. Definitions and Interpretations for By-laws

In these By-Laws, unless the context otherwise requires or permits:

Act is the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.

Balcony door means the balcony door/s installed to each individual lot.

Commercial/Retail Lot means a Lot in the Strata Plan as the context requires and this definition applies whether either Lot is used or approved for retail or for some other commercial use.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.

Invitee means an invitee of an Owner or Occupier.

Local Council means the local council for the relevant strata plan.

Lot means any Lot in the strata plan.

Maximum number of persons means up to two persons per bedroom.


Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

Owners Corporation means Owners Corporation created by the registration of the strata plan.

Permissible short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP.

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Prohibited short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP.

Small dog means a dog which at it full grown size does not exceed 10 kilos

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires:

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.
- d) references to legislation include references to amending and replacing legislation.


By-Law 2. Noise

An Owner or Occupier of a Lot must not create or permit the creation of any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking

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- or standing of a motor vehicle on the Common Property.
- The vehicle of any Owner or Occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
 - An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
 - A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

By-Law 4. 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 5. Damage to Lawn and Plants on Common Property


An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
- use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6. Damage to Common Property


- An Owner or Occupier of a Lot must:
 - except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners

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Corporation; and

- (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's Lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the lot, or
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 106 of the Act, the Owner of a Lot must;
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the lot;
 - (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, structure or sign referred to in clause 3 that forms part of the Common Property and that services the lot; and
 - (c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.

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6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:
 - (a) recover from that Owner the cost of repairing the damage caused to Common Property; or
 - (b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
 - (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
 - (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and
 - (iii) all legal costs incurred in connection with the recovery of the debt.
 - (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

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- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a lot, including a visitor to the Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.


By-Law 8. Children Playing on Common Property

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 9. Behaviour of Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

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By-Law 10. 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 11. Hanging of Washing


1. An Owner or Occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the lot).
2. An Owner or Occupier of a Lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An Owner or Occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.
4. An Owner or Occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the Owner or Occupier has the prior written approval of the owners corporation.
5. In this clause:

Washing includes any clothing, towel, bedding, or other article of a similar type.

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a Lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.

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- The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

- 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.
- 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.
- Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

- 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.
- All new flooring in the Building must satisfy one or both of the following:
 - it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
 - the flooring must result in or satisfy an L'nT,w rating of 50 or less.
- 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.

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4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.


By-Law 15. Floor Coverings

1. An Owner of a Lot must ensure that all floor space within the lot:
 - (a) is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another lot; and
 - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential lot;
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (c) must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;

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- (d) must have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
 - (e) must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals


1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the Lot or the Common Property.
2. If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier of a Lot must:
 - (a) notify the Owners Corporation that the animal is being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) carry the animal when it is on Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure the animal does not cause disturbance to other residents.
3. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

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By-Law 18. Appearance of Lot

1. An Owner or Occupier of a Lot must not, except with 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. Notwithstanding clause 1, an Owner or Occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.
3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
4. The Owner or Occupier of Lot must maintain the planter boxes annexed to their lot. In the event that the planter areas are not maintained to a standard in keeping with that of others lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such lot.
5. The Owner or Occupier of a Lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.
6. The Owner or Occupier of a Lot must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a lot's car space except in a storage container which has been approved by the strata committee.

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By-Law 19. Preservation of Fire Safety

An 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.


By-Law 20. Prevention of Hazards

An 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 create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

By-Law 21. Compliance with Planning and Other Requirements

1. An Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. An Owner and Occupier must ensure that their Lot is only used as a permanent dwelling or domicile unless that Lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their Lot for another purpose, in which the Lot may be used for that other purpose.
3. No Owner or Occupier may use their lot, or allow their Lot to be used, for unlawful short term accommodation.
4. An Owner and Occupier must take all reasonable steps to ensure that their Lot is not used for unlawful short term accommodation.
5. An Owner or Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. An Owner or Occupier must ensure that their Lot is not occupied by more than the maximum number of persons.

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7. An Owner or Occupier must not:

- (a) alter the layout of their Lot; or
- (b) carry out any alterations or additions to their Lot,

so as to allow their Lot to be occupied by more than the maximum number of persons, or to create additional bedrooms.

8. The latter half of this by-law is to ensure that the owners corporation has taken all reasonable steps to follow legislative procedure and mitigate its loss, so that no failure of compliance can be established in any proceedings before a court or tribunal concerning a breach of a statutory warranty, pursuant to Part 2C of the *Home Building Act 1989* (HBA).


9. Prior to commencement of any legal action against any party under Part 2C of the HBA, the owners corporation must in accordance with the HBA and its obligation to act reasonably take the following steps before lodging any such claim:

- (a) In accordance with section 18BA(3)(a) of the HBA, make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing of the breach within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
- (b) In accordance with section 18BA(3)(b) of the HBA, allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with rectifying the breach;
- (c) Allow the builder up to 28 days to rectify a breach, from the time they are advised of it in writing;
- (d) Alternatively to (c), allow the builder a 28-day right to reply to any breach; and
- (e) If no agreement is reached between the owners corporation and the builder on any breach, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, mediate with a NSW Fair Trading qualified specialist mediator.

10. In this by-law:

“**maximum number of persons**” means up to two persons per bedroom;

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“permissible short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“prohibited short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.


By-Law 22. Insurance Premiums

1. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
2. To the extent possible at law, if any part of a claim made by the Owners Corporation relates to Lot property, then the Owner of that Lot property must reimburse the Owners Corporation the excess (or if part of the claim is for Lot property the appropriate portion of the excess) payable in relation to that insurance claim.

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.
2. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over;
 - (a) air-conditioning systems exclusively servicing the lot,
 - (b) ventilation system/s exclusively servicing the lot,
 - (c) hot water systems which exclusively service the lot,
 - (d) tempering valves (isolation valves),

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- (e) exhaust fans,
- (f) window locks and (to the extent permitted) child safety devices,
- (g) balcony doors (including frame, rollers, locks and glass),
- (h) door closers which exclusively services the lot,
- (i) lot doors (excluding the front door) which exclusively service the lot,
- (j) smoke detectors installed within the lot,
- (k) garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
- (l) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).

3. Each Owner must:

- (a) at the cost of the Owner maintain, repair and, where necessary, replace;
 - (i) air-conditioning systems exclusively servicing the lot,
 - (ii) ventilation system/s exclusively servicing the lot,
 - (iii) hot water systems which exclusively service the lot,
 - (iv) tempering valves (isolation valves),
 - (v) exhaust fans,
 - (vi) window locks and (to the extent permitted) child safety devices,
 - (vii) balcony doors (including frame, rollers, locks and glass),
 - (viii) door closers which exclusively services the lot,
 - (ix) lot doors (excluding the front door) which exclusively service the lot,
 - (x) smoke detectors installed within the lot,
 - (xi) garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
 - (xii) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).
- (b) use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;

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- (c) repair damage caused to Common Property caused by exercising rights under this by-law; and
 - (d) indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.
4. Air conditioning motors (other motors) servicing each Lot form part of the Lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).
 5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective lots (Locks).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
 - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

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5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 25. Noticeboard

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.


By-Law 26. Building Works and Alterations

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.
3. Notwithstanding any other section of the

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - (a) interfere with or damage any fire safety device; or
 - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;

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- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
 - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a Lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
 4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.


By-Law 28. Service of Documents on Owner of Lot by Owners Corporation

A document can be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

By-Law 29. No Smoking

1. In this by-law:

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“**Common Property**” means the common property for the Strata Scheme.

“**External Areas**” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, veranda, terrace or deck.

“**Lot**” means all lots within the Strata Scheme.

“**Occupier**” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“**Owner**” means the Owner of a Lot and that owner’s successors in title.


“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 2, an Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other lot.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

By-Law 30. Signage


1. The following definitions apply for the purposes of this by-law:
 - (a) “**Approved Signage**” means Signage that:
 - (i) is approved by the by the Council if required to be approved by the Council;
 - (ii) is designed by a professional signage consultant with appropriate experience;

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- (iii) is not on the internal or external surface of the glazed frontage of the Commercial Lot;
 - (iv) is not a flat box sign; and
 - (v) is not offensive.
 - (b) “**Awning**” means an awning erected over the outside area, or part thereof, of the Commercial Lot.
 - (c) “**Commercial/Retail Lot**” means the commercial/Retail lots, being those approved for commercial use under the development approval permitting this strata scheme.
 - (d) “**Council**” means the local Council for the strata scheme.
 - (e) “**lot owner**” means the Owner or owners of the relevant Commercial Lot.
 - (f) “**Signage**” means any Approved Signage located in the Commercial/Retail Lot or on the Awning that may be visible by the public from outside the Commercial/Retail Lot or visible from any other Lot.
2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot may, at the Owner or occupiers expense, erect Signage. The installation of any Signage must only be within the Commercial/Retail Lot or on or above the first floor, or in a window, or in such other place or places approved in writing by the owners corporation (acting reasonably). The lot owner or occupier of the Commercial/Retail Lot shall have the right to the exclusive use and enjoyment of such part of the common property that comprises the Awning. Signage in another part of the Scheme will require a separate by-law and approval, which cannot be unreasonably withheld. The Owners Corporation cannot unreasonably refuse to sign any application to a local council for approval of Signage.
3. In installing the Signage, the lot owner or occupier must ensure as far as is practicable that:
- (a) the installation of the Signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia or any code or standard replacing that code;
 - (b) if applicable, the Signage is installed substantially in accordance with the specifications and plans submitted to the Council for approval in accordance with the provisions of this by-law;

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- (c) reasonable precautions are taken to protect areas outside the Commercial/Retail Lot from damage by the installation of the Signage;
 - (d) all construction materials, equipment, debris and other material associated with the installation of the Signage are transported across common property in the manner reasonably directed by the owners corporation; and
 - (e) the installation of the Signage does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.
4. On completion of the installation of the Signage the lot owner or occupier must:
 - (a) ensure that the contractor installing the Signage removes from the strata scheme all debris resulting from or associated with the installation of the Signage as soon as practicable; and
 - (b) if the approval of the Council is required in order to install the Signage, provide the owners corporation with a copy of a certificate from the Council certifying that the installation of the Signage complies with any conditions of any requisite approval of the Council;
5. Each lot owner or occupier is responsible for the ongoing maintenance and repair of the Signage that serves that Commercial/Retail Lot. Each lot owner or occupier shall ensure that the Signage that serves that Commercial/Retail Lot is kept clean and well maintained at all times. All maintenance and repair works to the Signage must be carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
6. All works that are carried out are to be carried out on the condition that the lot owner and or occupier indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.
7. The owners corporation is responsible for the ongoing repair and maintenance of the Awning but not the Signage.
8. The lot owner and or occupier of a Commercial/Retail Lot shall allow reasonable access to the owners corporation, or any person authorised by it, over the Commercial Lot to enable the repair, maintenance and replacement of the Awning.

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11. The lot owner and or occupier is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property or any other Lot in the strata scheme as a result of the installation of the Signage whenever that damage may occur.
12. The installation of the Signage must be undertaken at the cost of the owner.
13. If the lot owner or occupier installs or keeps Signage in breach of this by-law the owners corporation may give notice requiring the lot owner and or occupier to remove the Signage and effect any repairs to the common property and Awning as soon as practicable, so as to render it as nearly as possible in the same condition before modifications were made for the installation of the Signage.
14. If notice is served under the preceding paragraph and the lot owner and or occupier has failed to comply with that notice within 28 days of that notice being served on the lot owner and or occupier, then the owners corporation may take such actions as is necessary to rectify the default including the obtaining of orders under the Act and the lot owner acknowledges that the owners corporation is entitled to do so.
15. Should the lot owner or occupier remove the Signage at any time (or owners corporation remove the Signage in accordance with this by-law), the lot owner and or occupier shall repair any damage caused to the common property and or Awning and restore the common property and or Awning to a standard equivalent to the condition of the remainder of the building.
16. If the owners corporation forms the view that a lot owner has not complied with this any part of this by-law, the owners corporation may send written notice to the Owner specifying the non-compliance and requiring that the breach be remedied by a specific date. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out anything necessary to remedy the breach by the lot owner and or occupier and recover the cost of taking any steps to remedy the breach from the lot owner as a debt due and payable to the owners corporation


By-Law 31. Maintenance of Building

1. Building maintenance can be extremely costly and disruptive to the efficient and effective management of the building and is essential to lengthen the life cycle of the strata scheme's building for the enjoyment of all owners and occupants.
2. The purpose of this by-law is to:

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- (a) put in place a framework and regime for the owners to follow to efficiently and effectively maintain the common property within the strata scheme building; and
 - (b) ensure that the owners corporation properly inspects and maintains the building, to minimise the building issues that may arise during the life of the building, minimise the cost of building maintenance and mitigates its losses.
3. In order to properly maintain the building and reduce, where possible, the disruption to owners/occupiers that arises with building repair works, the owners corporation must use its best endeavours to comply with the initial maintenance schedule provided on or before the first annual general meeting.
4. In the interests of reducing the costs associated with resolving any disputes about building defects, prior to commencing any Court or Tribunal proceedings for breach of statutory warranty, the owners corporation must take the following steps:
 - (a) make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing (**breach notice**) within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
 - (b) allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with inspecting and rectifying the breach;
 - (c) where the builder agrees in writing that it is willing to do so, allow the builder a reasonable time to rectify a breach, being at least 60 days from the later of the day of the breach notice and the time the builder is given access to the residential building work;
 - (d) alternatively to (c), allow the builder a period of 60 days to provide a written reply to any breach, from the later of the time of the breach notice and the time the builder is given access to inspect the residential building work;
 - (e) if no agreement is reached between the owners corporation and the builder on any breach and the builder confirms in writing that it agrees to mediate the dispute, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, the mediator is to be appointed by the President of the Resolution Institute;


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- (f) if the builder fails to rectify a breach within the time specified in (c) or fails respond to a breach notice in accordance with (d), give at least 28 days' written notice to the builder requiring rectification or a response (**1st notice**);
- (g) if the builder fails to rectify a breach or respond in accordance with the 1st notice, give at least 28 days' written notice to the builder requiring that rectification or response (**2nd notice**), and allow the builder the time to rectify or respond in accordance with the 2nd notice; and
- (h) if the builder fails to rectify a breach or respond in accordance with the 2nd notice, obtain legal advice.

By-Law 32. Grease Arrestor and Ventilation Ducting

1. The following definitions apply for the purposes of this by-law:
 - (a) **"Authority"** means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.
 - (b) **"Commercial Lot/Retail Lot"** means the commercial/retail lots in the strata scheme, being those lots approved and used for commercial or retail purposes.
 - (c) **"grease arrester system"** means the grease arrester system installed by the original Owner at the time of construction of the building that serves each Commercial/Retail Lot and includes all fittings and fixtures whether located in a Commercial/Retail Lot or on common property.
 - (d) **"ventilation ducting"** means the ventilation ducting installed by the original Owner at the time of construction of the building that serves each Commercial/Retail Lot and includes all fittings and fixtures whether located in a Commercial/Retail Lot or on common property.
 - (e) **"lot owner"** means the Owner or owners of the relevant Commercial/Retail Lot.
2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot shall, at the owner and or occupiers expense, have the special privilege to connect to and use the grease arrester system and/or ventilation ducting.
3. The Lot owners and or occupiers of a Commercial/Retail Lot that wish to connect to and use the grease arrester system and/or ventilation ducting must, at the Lot owners


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cost:

- (a) comply with any requirements and notices of the Authorities and the owners corporation in connection with the grease arrester system and/or ventilation ducting;
 - (b) reimburse the owners corporation for any costs, fees or expenses incurred by the owners corporation in respect of anything related to the grease arrester system and/or ventilation ducting, but not the replacement of the grease arrester system and/or ventilation ducting. Costs fees or expenses include but are not limited to maintenance costs, service provider charges, rates, charges and additional insurance premiums or increased insurance premiums paid or payable by the owners corporation on any insurance policy effected in connection with the building as a result of the exercise of the rights in this by-law;
 - (c) indemnify the owners corporation and keep the owners corporation indemnified against all claims and liability incurred by the owners corporation as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law; and
 - (d) release the owners corporation from any liability incurred by the lot owner and or Occupier as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law, including but not limited to replacing or renewing the grease arrester system and/or ventilation ducting when it is in need of replacement or renewal.
4. The owners corporation may enter into and have current at all times a service agreement with a reputable and qualified grease arrester serviceman/contractor and/or ventilation ducting serviceman/contractor, requiring the servicemen/contractor to keep maintained, regularly serviced, regularly emptied, repaired and in good working order the grease arrester system and/or ventilation ducting at all times and to service same no less than once each month at the Lot owners cost.
 5. All maintenance and repair works to the grease arrester system and/or ventilation ducting must be arranged by the owners corporation and carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
 6. All works that are carried out are to be carried out on the condition that the lot owner of a Commercial/Retail Lot connected to the grease arrester system and/or ventilation ducting indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.

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7. In the event that the grease arrester system and/or ventilation ducting requires replacement, the owners corporation must arrange to replace the grease arrester system and/or ventilation ducting.
8. Any costs or expenses payable by the Lot owners (whether incurred directly by the Lot owners or the owners corporation) pursuant to this by-law must be shared on a proportionate basis between the Lot owners with a Commercial/Retail Lot that is connected to the grease arrester system and/or ventilation ducting according to their respective unit entitlement.
9. If the owners corporation forms the view that a lot owner has not complied with this by-law, the owners corporation may send written notice to the lot owner specifying the non-compliance and requiring that the breach be remedied by a specific date.
10. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out such repairs and maintenance as are necessary and recover the cost of the works from the lot owner as a debt due and payable by the lot owner to the owners corporation.


By-Law 33. Registration of Dealing

1. If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.
2. If the Owner of a Retail/Commercial Lot proposes to change its use, the Owners Corporation and the Owners must provide their consent to any application (including a development application and complying certificate application) for that use, and the Owners Corporation must specially resolve to approve any by-law for works not adversely affecting common property associated with that new use.

By-Law 34. Commercial/Retail Garbage Disposal

An Owner or Occupier of a commercial or retail Lot must ensure that they properly dispose of the refuse, recyclable material and waste associated with their business at their cost, and that such refuse, recyclable material and waste is not left on Common Property at any time.

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By-Law 35. Exclusive Use of Commercial/Retail Lot

35.1 Exclusive Use and Special Privileges

The Owners of the Commercial/Retail Lot have:

- (a) Rights of exclusive use of the Ground Floor Area as marked and subject to the approval of Council or any competent authority; and
- (b) The special privilege to access, clean, maintain and use the Ground Floor Area in accordance with this By-law.

35.2 Amendment to By-law

The Owners Corporation may only amend this By-law by Special Resolution and with the written consent of the Owner(s) Commercial/Retail Lot on the scheme.

35.3 Definitions and Interpretations

(1) In this By-law;

“Owner(s)” means Owner(s), including their Occupiers, from time to time, of the respective lots below.


“Ground Floor Area” means the common property ground floor area adjacent to and designated to the respective lot and marked as hatched in the Strata Plan Diagram attached to this By-law as Annexure “A”, Annexure “B” and Annexure “C” as exclusive use for the respective Owner(s) of the Lot set out in the table below

(2) In this By-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this By-law;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

Exclusive use hatched and marked “PT 1” is assigned to	Lot 1 on the Strata Plan
Exclusive use hatched and marked “PT 2” is assigned to	Lot 2 on the Strata Plan
Exclusive use hatched and marked “PT 3” is assigned to	Lot 3 on the Strata Plan
Exclusive use hatched and marked “PT 4” is assigned to	Lot 4 on the Strata Plan
Exclusive use hatched and marked “PT 5” is assigned to	Lot 5 on the Strata Plan
Exclusive use hatched and marked “PT 6” is assigned to	Lot 6 on the Strata Plan
Exclusive use hatched and marked “PT 10” is assigned to	Lot 10 on the Strata Plan

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35.4 Use of Ground Floor Area

- (1) The Owners of each lot may use the Ground Floor Area as marked for the respective lot for any lawful use.
- (2) The Owners must comply with the requirements of Local Council or any other competent authority in the use of the Ground Floor Area.

35.5. Maintenance and Repair

- (1) The Owners shall be responsible for keeping the Ground Floor Area attached to their lot neat, tidy and in a state of good repair.
- (2) The Owners shall remain responsible for the repair and maintenance of the Ground Floor Area and any common property facilities located in the Ground Floor Area and must promptly repair.

35.6. Liability and Indemnity

The Owner of each respective lot 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 of the Ground Floor Area by that respective Owner;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Ground Floor Area by that respective Owner; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Ground Floor Area by that respective Owner.

35.7. Access

- (1) The Owners must provide the Owners Corporation with access to the Ground Floor Area to allow the Owners Corporation to exercise its rights or to comply with its obligations under the Act, the By-laws and any easements benefiting or burdening Common Property.
- (2) The Owners Corporation must provide reasonable notice before it requires access to the Ground Floor Area (unless there is an emergency, when no notice is required).

35.8. Repair of Damage

- (1) The Owners must, at their own expense, make good any damage to the Common Property caused as a result of the misuse of the Ground Floor Area, no matter when such damage

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may become evident.

- (2) Any loss and damage suffered by the Owners Corporation as a result of the Owners' misuse of the Ground Floor Area may be recovered from the Owners as a debt due to the Owners Corporation on demand on the Owner's levy account with interest at the rate of 10% per annum until the debt is paid.

35.9. Breach of By-law

The Owners Corporation reserves the right to remediate any loss or damage to the Common Property of the Owners Corporation caused by your breach of the conditions in this By-law, if that breach is not rectified within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

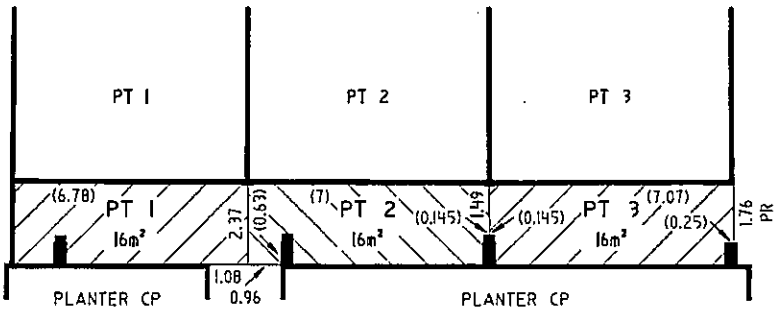
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ANNEXURE "A"

Approved Form 7	Strata Plan By-laws	Sheet of sheet(s)
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PLAN
 OF EXCLUSIVE USE AREAS ON GROUND FLOOR WITHIN S.P. 95443
 AT No. 180 SOUTH CREEK ROAD, WHEELER HEIGHTS
 RATIO 1:150




The diagram shows a plan view of three units, PT 1, PT 2, and PT 3, arranged horizontally. Each unit has a hatched area representing its exclusive use. Below each unit's exclusive use area, there are dimensions and area calculations. For PT 1, the area is 16m². For PT 2, the area is 16m². For PT 3, the area is 16m². The plan also shows common property (CP) areas and a prolongation of the face of the wall (PR). Dimensions are given in meters (m).

NOTES:
 CP - DENOTES COMMON PROPERTY
 PR - DENOTES PROLONGATION OF FACE OF WALL
 DENOTES EXCLUSIVE USE

DATE: 23/06/2020
 REFERENCE: 19271

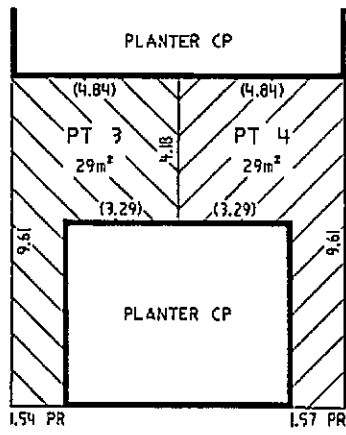
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ANNEXURE "B"

Approved Form 7	Strata Plan By-laws	Sheet of sheet(s)
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Registered:		


PLAN
 OF EXCLUSIVE USE AREAS ON GROUND FLOOR WITHIN S.P. 95443
 AT No. 180 SOUTH CREEK ROAD, WHEELER HEIGHTS
 RATIO 1:50



NOTES:
 CP - DENOTES COMMON PROPERTY
 PR - DENOTES PROLONGATION OF FACE OF WALL
 DENOTES EXCLUSIVE USE

DATE: 23/06/2020
 REFERENCE: 19271

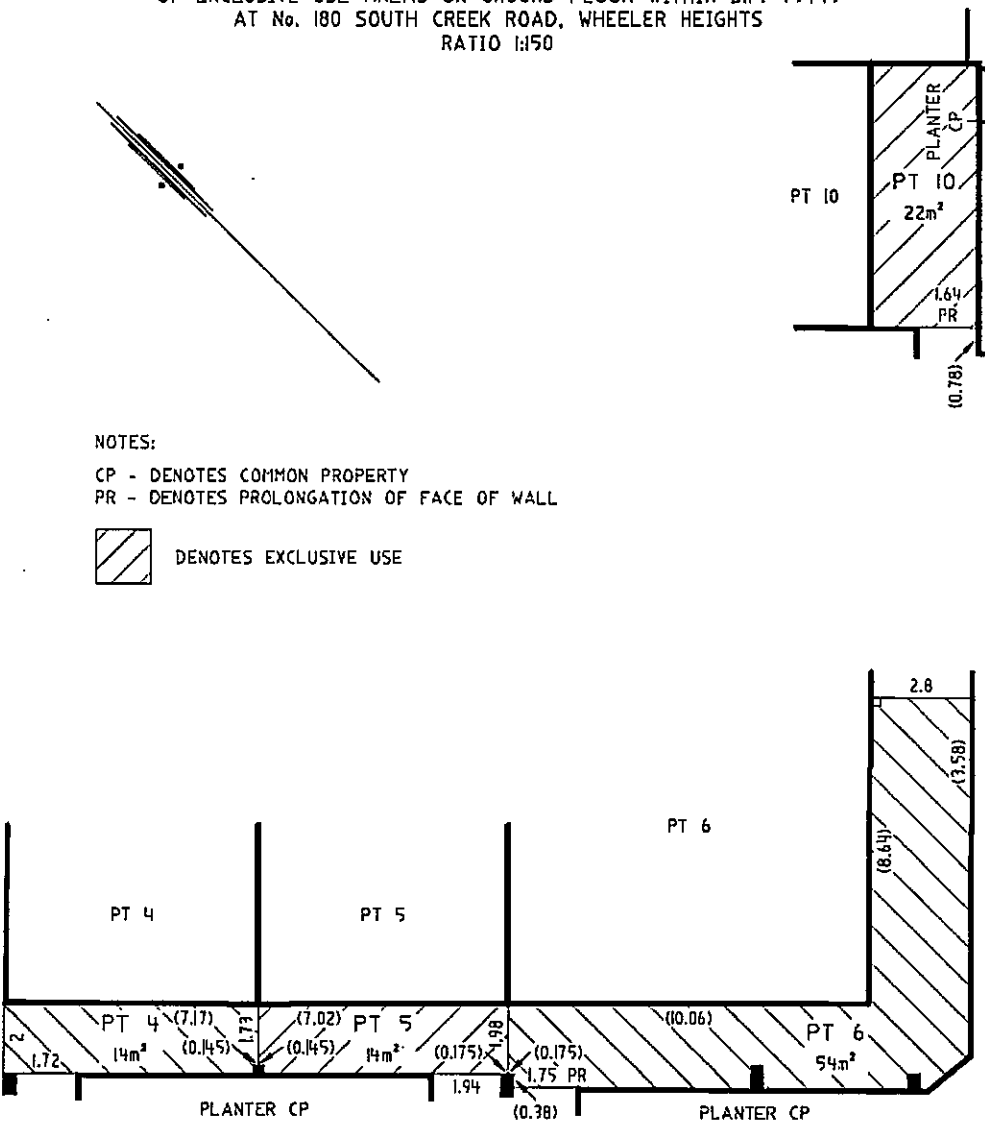
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ANNEXURE "C"

Approved Form 7	Strata Plan By-laws	Sheet of sheet(s)
Office Use Only		Office Use Only
Registered:		


PLAN
 OF EXCLUSIVE USE AREAS ON GROUND FLOOR WITHIN S.P. 95443
 AT No. 180 SOUTH CREEK ROAD, WHEELER HEIGHTS
 RATIO 1:150



NOTES:
 CP - DENOTES COMMON PROPERTY
 PR - DENOTES PROLONGATION OF FACE OF WALL
 DENOTES EXCLUSIVE USE

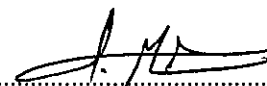
DATE: 23/06/2020
 REFERENCE: 19271

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Executions

EXECUTED by CITE)
 DEVELOPMENTS PTY LTD ABN 50)
 168 850 182 in accordance with section 127)
 of the Corporations Act 2001 (C'wlth) by)
 authority of its sole director and sole)
 secretary:

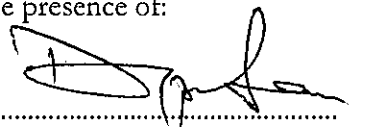


Signature of sole director/sole secretary

MOHAMAD JAARA

Name of sole director/sole secretary

SIGNED for and on behalf of)
 WESTPAC BANKING)
 CORPORATION ABN 33 007 457)
 141 by its attorney under power of)
 attorney dated 17 JANUARY 2001)
 registration book 4299 no 322)
 in the presence of:



Witness (signature)

DIPIN SAINI

Name of Witness (Print)

Level 3/25 Restwell St,
 Bankstown NSW 2200

By executing this document each of the)
 attorney states that they have received no)
 notice of revocation of the power of attorney)



Name: ROBERT RAMONDETTA
 Date: TIER THREE ATTORNEY
 11/8/20

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.