

Strata Plan 96166

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The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 21/11/2017

1 Definitions

Act means Strata Schemes Management Act 2015 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, 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 having jurisdiction and power in relation to the Scheme.

Building means the buildings constructed within the Scheme and includes all, car parking and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 35.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:
 - (f) minor fit out works inside a Lot;
 - (g) works or alterations to the interior of Common Property walls in a Lot; and
 - (h) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Common Property Rights By-Law means by-Laws granting Owners exclusive use or special privileges in respect of Common Property according to Division 3 of Part 7 of the Act.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Site.

Council means Kiama Municipal Council.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means SAMY SAAD CUSTODIAN SERVICES PTY LTD notified to the Strata Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and

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(b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Rubbish Disposal Area means the area shown on the Strata Plan and designated by the Owners Corporation from time to time to be dedicated area for the storage of garbage receptacles.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-Laws.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Strata Committee means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Act.

Strata Manager means the person appointed from time to time under Part 4 of Division 1 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws

In this Scheme Lots 1-10 are Serviced Apartments and Lot 11-22 are Residential Units

2 Vehicles

Standard By-Laws 2 was repealed by the Owners Corporation on 29/01/2020

3 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 any thing 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 the lot.

4 Damage to lawns and plants on common property

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

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

5 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.

6 Keeping of animals

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must

- (a) keep the animal within the lot, and
- (b) supervise the animal when it is on the common property, and
- (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

7 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 common property.

8 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 common property.

(2) An owner or occupier 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 common property, and
- (b) without limiting paragraph (a), that invitees comply with clause (1).

9 Children playing on common property

(1) An Owner or Occupier 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 car parking or other area of possible danger or hazard to children.

(2) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10 Smoke penetration

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(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

11 Preservation of Fire Safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 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.

13 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 15.

14 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.

15 Hanging out of washing

(1) An owner or occupier of a lot may not hang any washing on any lines unless the washing is hung within the balcony area and in conjunction with the shutters being closed. The washing may only be hung for a reasonable period.

(2) In this by-law:

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

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16 Disposal of waste

(1) An owner or occupier of a Lot must ensure that:

- (a) recyclable material or waste is transported to the Rubbish Disposal Area in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and
- (b) before refuse, recyclable material or waste is placed in the receptacles in the Rubbish Disposal Area 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, and

(2) An owner or occupier of a lot must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the Rubbish Disposal Area and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) 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).

(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. In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.

(5) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

17 Appearance of lot & balconies

(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) An owner or occupier of a lot must ensure that trays to catch water are placed underneath any pot plant kept on a balcony.

(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 15.

18 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),
- (b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

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19 Noise control - plant and machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

20 Reporting Defects in the Common Property

A proprietor or occupier of a lot shall as soon as practicable after becoming aware of any defect in the Common Property or any personal property vested in the Owners Corporation or of any accident associated therewith, give notice of such defect to the Building Supervisor or managing agent of the Owners Corporation, or in the absence of both of them to the Owners Corporation and in writing.

21 Control of Vermin & Pests

A proprietor of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects and other pests.

22 Fire Alarms

Should a fire alarm be activated without reasonable cause or as the result of carelessness and the fire department come to the building on such alarm the occupier of the lot that caused the alarm shall be responsible for the call out fee applicable to the alarm caused.

23 Security

Definition

In this by-law:

- i) "keys" means a key or security key card or other device which enables access to or from the strata scheme, the lift to the floor level on which a particular lot is located and access and egress for vehicles.
- ii) "charges" means security deposits, non-refundable portions of security deposits, replacement fees and the purchase price for keys, as determined from time to time by the Owners Corporation.

The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 2015 or other Act:

- (1) The authority to install and maintain locks alarms, communication systems and other security devices.
- (2) The authority to determine from time to time the charges payable and other contributions for the issue and use of keys by owners and occupiers of lots.
- (3) The authority to restrict the issue of keys to common property areas and facilities to owners and occupiers of lots to those who have complied with conditions determined from time to time by the Owners Corporation.
- (4) The authority to keep a register of persons to whom keys are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the Owners Corporation of keys for the purpose of cataloguing and re-issue.
- (5) The authority to alter the coding of keys from time to time in order to maintain or improve security.
- (6) The power and the authority to engage consultants and contractors for these purposes.
- (7) The power and the authority to apply the funds of the Owners Corporation to these purposes where necessary.

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(8) The Owners Corporation may take all reasonable steps to ensure the securing of the building and any Common Property and personnel and the observance of these by-laws and without limiting the generality of the foregoing may permit any designated part of the Common Property to be used by any security person, firm or company {to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the parcel.

(9) An owner of a lot to whom any key is given shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include the appropriate covenant in any lease or licence of a lot to any such occupier) to ensure return thereof to the proprietor or the Owners Corporation upon the occupier ceasing to be an occupier.

(10) An owner or occupier of a lot shall not without the prior approval in writing of the Owners Corporation duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than the owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

(11) An owner or occupier of a lot issued with a key shall immediately notify the Owners Corporation or Building Supervisor if that key is lost or misplaced.

(12) No occupier of a lot shall be entitled to have more than two keys issued for that lot, or such other number as the Executive Committee may determine from time to time.

24 Air-Conditioners in the Building

"air conditioning unit" means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches etc. that exclusively serves an individual lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the common property.

Exclusive Use & Maintenance

(1) The owner of each lot is the owner of the air conditioning unit that exclusively services his individual Lot at the date of registration of the Strata Plan and has the exclusive right to use the area of the common property, if any, where the air conditioning unit is located.

(2) An owner must maintain the air conditioning unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

(3) A unit remains the personal property of the owner of the lot from time to time.

(4) This by-law may only be amended with the consent of the owner of each lot.

25 Use of Air-Conditioners and Installation of Additional Units

Definitions & Interpretation

In this by-law:

(i) "Council" means the state or local government body or planning authority with authority to determine applications under the Environmental Planning & Assessment Act 1979;

(ii) "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute; and

(iii) "air conditioning unit" means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches etc. that exclusively serves an individual lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the common property.

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

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Terms:

A. Installation

- (1) An owner or occupier of a lot must not install an air conditioning unit to serve his lot, or allow one to be installed or kept, except in compliance with the following terms and conditions:
- (2) Before installing an air conditioning unit, an owner or occupier must:
 - (a) provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications;
 - (b) if an occupier of a lot is installing an air conditioning unit then the occupier must provide the Owners Corporation with the written consent of the owner of the lot to the installation of the air conditioning unit; and
 - (c) obtain from the Owners Corporation its written approval to the installation including the size, colour and type of the proposed air conditioning unit, its location and manner of installation. For this purpose, the owner or occupier must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation.
- (3) The terms and conditions contained in this by-law are to apply as a term of any consent given by the Owners Corporation to the installation or keeping of an air conditioning unit.
- (4) In installing an air conditioning unit, an owner or occupier must:
 - (a) if applicable, comply with all conditions of approval of Council;
 - (b) comply with all conditions of approval of the Owners Corporation;
 - (c) comply with the manufacturer's specifications; and
 - (d) carry out the installation in a proper and skilful manner.
- (5) The owner or occupier must ensure that condensation and run-off are drained through lines to existing drains or pipes.
- (6) The owner or occupier must conceal electrical and coolant lines from view, as far as possible.

B. Use

- (1) An owner or occupier must not use an air conditioning unit in breach of the Protection of the Environment Operations Act 1997 or any other relevant Statute.
- (2) An owner or occupier must not use an air conditioning unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of another lot or of the common property by any person entitled to use it.

C. Maintenance, Removal, Repair of Damage & Indemnity

- (1) An owner or occupier must maintain the air conditioning unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary. A unit remains the personal property of the owner of the lot from time to time.
- (2) An owner or occupier may remove an air conditioning unit but must do so at his expense and in a competent manner. An owner or occupier must ensure that after an air conditioning unit is removed the common property is restored.
- (3) An owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring because of the use, installation, maintenance, replacement, repair, renewal or removal of an air conditioning unit serving his lot.
- (4) An owner or occupier must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an air conditioning unit had not been installed to serve his lot.

D. General

- (1) The terms of this by-law apply to any replacement air conditioning unit.
- (2) The terms of this by-law are in addition to by-laws, 7 (noise), and 13 (appearance of lot).

26 Conduct of Lessees and Others

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A. Definitions:

In this by-law:

- (i) "Lease" and "leased" include a sub-lease or assignment of a lease.
- (ii) "Lessee" includes sublessee, licensee, assignee or occupier.
- (iii) "Lessor" includes sub-lessor or assignor.

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 2015 have the meaning given to them in that Act.

C. Terms:

- (1) If a lot is leased the owner of the lot must give written notice of the lease to the secretary of the Owners Corporation within 14 days after the commencement of the lease. The notice must specify the name of the lessee, the date of commencement of the lease and the name of any agent acting for the owner.
- (2) A lessor of a lot must provide the occupant of the lot with a copy of the registered by-laws, and a copy of any "House Rules", and must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of the lot.
- (3) An owner of a lot must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of the lot.
- (4) A lessor of a lot must take any necessary and reasonable action to enforce the terms of any lease, tenancy agreement or licence if there is any breach of the by-laws, any other breach of such lease, tenancy agreement or licence or the provisions of any legislation affecting the relationship of landlord and tenant, by the occupier of the lot.
- (5) The duty imposed under this by-law is in addition to the duty imposed on the lessor of a lot under the Strata Schemes Management Act 2015.

27 Removal of Abandoned Goods and Rubbish left on Common Property

- (1) The owner of a lot shall be responsible to pay the Owners Corporation Compensation for costs incurred by the Owners Corporation for the removal and/or disposal of rubbish and/ or abandoned goods left by an occupant of the lot on common property.
- (2) The owner of a lot shall indemnify the Owners Corporation Compensation in respect of any claim made by a former occupant arising from the removal and/or disposal of rubbish and/ or abandoned goods left by an occupant of the lot on common property.
- (3) The Owners Corporation may require payment from an owner in accordance with clause 27.1.
- (4) The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice on the owner.
- (5) A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of 10%.

28 Building Works

- (1) If the owner or occupier of a lot intends to carry out minor works, such as painting, wall-papering, installing new cabinets in the kitchen or otherwise dealing with a lot then no notice need be given to the Owners Corporation and no consent is required.
- (2) If the owner or occupier of a lot intends to carry out works that alter the structure of the lot (including any structural element such as a wall) then the Strata Schemes Management Act 2015 provides that an owner of a lot must not alter the structure of the lot without giving to the Owners Corporation not later than 14 days before

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commencement of the alteration a written notice describing the proposed alteration. If an occupier of a lot contemplates such work the owner is under an obligation to advise the Owners Corporation.

(3) Further, In terms of the Act nothing may be done in a lot that interferes with support or shelter provided for another lot or common property or the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts.

(4) If the owner or occupier (with the owner's consent) of a lot intends to carry out works that include material alteration of the common property or interference with services, support or shelter, such works may not be undertaken without a by-law being made and registered. Development Consent from Council may also be required.

(5) For a by-law to be made, the- Owners Corporation must be supplied with adequate details to enable the by law to be drafted. If an architect or other design consultant is Involved then the nature and scope of the works is readily ascertainable from the drawings prepared by that person. In addition, a copy of drawings are annexed to and included with the by-law when it is registered. The purpose of a by-law of this type is that once registered on the common property Certificate of Title, the owner and successors in title and other owners and the Owners Corporation are clearly on notice of the nature and extent of the privilege granted and the responsibilities imposed under the by-law.

(6) No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within a lot, being relocated to a position above a bedroom of a Lot below.

(7) Prior to carrying out any work an owner or occupier must obtain, complete and return to the Secretary of the Owners Corporation the form "Conditions of Work on Common Areas and Owners Property" and comply with the requirements set out in such form.

The terms of this by-law are additional to the requirements of the Strata Schemes Management Act 2015.

29 Preservation of Fire Safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

30 Prevention of Hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

31 Satellite Dishes and TV Antennas

The owner of a Strata lot shall not erect or construct a satellite dish or TV Antenna on the Strata Lot. The owner of a Strata lot may connect their individual cables to the existing wiring within the buildings that are connected to the meter room. The Owners Corporation shall be responsible for the provision of a single satellite dish and single TV antenna with cables running from the meter room to the location of the satellite dish or TV antenna to be installed within common property and in the location decided by the Owners Corporation.

32 Flyscreens

The owner of each lot will be responsible for the installation, repairs, maintenance and replacement of any

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flyscreens should they choose to install them.

33 Absolution of door locks, doors and windows

The owner of each lot will be required to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) on the boundary of any part of the owner's lot within the strata scheme.

34 Maintenance of External Doors, Windows, Sliders

The owner of each lot will be required to repair, maintain, replace or renew any door or windows including sliding doors between any external balcony and the internal strata space for that lot or between Common Property and the internal strata space for that lot.

35 Building Manager

(1) Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Scheme.

(2) Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

(3) Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these bylaws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Scheme generally;
- (j) the provision of concierge services; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Scheme.

36 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) security services;
- (b) promotional services;

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- (c) cleaning;
- (d) garbage disposal and recycling services;
- (e) electricity, water or gas supply.

Note. The Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

37 Access rights

For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot for the purpose of performing any work described in section 122(1) of the Act, if the Owners Corporation provides seven days' written notice to the Owner or Occupier of its intention to so enter the Lot,

38 Procedures when carrying out Building Works

Owners and Occupiers carrying out the Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

39 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 document is sent to that address.

40 Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) 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.

41 Failure to comply with by-laws

(1) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.

(2) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
- (b) pay the Owners Corporation the costs incurred for doing the work.

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The Following are the Special By-laws registered with the scheme.

1 Installation of Security Screens

Registration Date: 19/07/2018

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Strata Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Strata Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

2 Pre-Meeting & Electronic Voting

Registration Date: 23/04/2019

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

BL2 Parking By-Law as amended

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Registration Date: 11/03/2020

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

- (a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
- (b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

- (i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
- (ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) recover as a debt from the owner or occupier in breach of this by-law:
 - (A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
 - (B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the

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administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and

(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.