

By-Laws

Plan 51517

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East Redfern NSW 2016

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By-Law 1 Noise

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

By-Law 2 Vehicles

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

By-Law 3 Obstruction of common property

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

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

An owner or occupier of a lot must not:

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

By-Law 5 Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
 - a. any locking or other safety device for protection of the owner's lot against intruders, or
 - 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.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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By-Law 6 **Behaviour of owners and occupiers**

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

By-Law 7 **Children playing on common property in building**

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

By-Law 8 **Behaviour of invitees**

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

By-Law 9 **Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-Law 10 **Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-Law 11 **Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

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By-Law 12

Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 13

Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-Law 14

Floor coverings

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 15

Garbage disposal

An owner or occupier of a lot:

- a. must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- b. must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- c. for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- d. when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- e. must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- f. must promptly remove anything which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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By-Law 16 **Keeping of animals**

1. Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-Law 17 **Appearance of lot**

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-Law 18 **Notice board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-Law 19 **Change in use of lot to be notified**

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

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Special By-Law 0

Exclusive use - Special By laws 1, 1(A), 1(B) & 1(C)

Definitions and Interpretation

In these Special By-Laws, unless a contrary intention appears:

"Act" means the *Strata Titles Act, 1973*.

"Building" means the Buildings forming part of the Strata Scheme.

"Council" means the South Sydney City Council.

"Government Agency" means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Key" means a key, magnetic card or other device used to open and close doors, gates or locks in the strata parcel or to operate alarms security systems or communication systems.

"Managing Agent" means the person for the time being appointed by the body corporate as its managing agent and, if there is no such person at any time, the secretary of the body corporate.

"Parcel" means the Community Parcel as defined in the Management Statement.

"Special By-Law" means a by-law in force from time to time in respect of the Strata Scheme.

"Strata Scheme" means strata scheme created upon registration of the strata plan lodged with the instrument.

"Subsidiary Body" means Subsidiary Body as defined in the Management Statement.

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

- a. Headings are for convenience only and do not affect the interpretation of the Special By-Laws;
- b. Words importing the singular include plural and vice versa;
- c. Words importing a gender include any gender;
- d. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- e. A reference to anything includes a part of that thing;
- f. A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances, and by-laws issued under that statute; and
- g. Words and phrases defined in the Management Statement and which appear in this document (the first letter of which are in capital letters) but are not themselves defined in this document will have the same meaning as defined in the Management Statement.

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Special By-Law 1 Garage door

1. Without limitation by any other Special By-Law, the proprietors for the time being of each lot (not being a utility lot) shall be entitled respectively to install a garage door described in the Schedule to this Special By-Law ("**Garage Door**") and to the exclusive use and enjoyment of that part of the common property appurtenant to the Garage Door subject to the conditions that:

- a. Each proprietor before he installs or attaches a Garage Door must submit plans and specifications of the Garage Door which must confirm with design criteria prescribed by the Body Corporate;
- b. Each proprietor shall be responsible for the running costs, the proper maintenance and keeping in a state of good and serviceable repair, the renewal and replacement of the Garage Door; and
- c. Each proprietor must maintain the Garage Door to a standard and of a type and colour as may be prescribed by the body corporate from time to time.

The Schedule

Garage Door includes the enclosure of the perimeter or boundary of the carspace with heavy gauge wire mesh or such other material approved in accordance with subclause (a) above and a garage door or mesh door and all wires, cables, motors, controls (including a remote control device) and other appurtenances attached to the carspace forming part of each lot referred to in the Special By-Law and that part of the common property.

Special By-Law 1A Cafe exclusive use area

1A Without limitation by any other Special By-Law, the proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this Special By-Law ("**Cafe Area**") subject to the conditions that the proprietor must be responsible for the costs incurred in the repair, maintenance and renewal of the Cafe Area.

The Schedule

The area shown as "Exclusive Use Area" on the strata plan contiguous with Lot 1 in the strata plan

Special By-Law 1B Kitchen exhaust

1B Without limitation by any other Special By-Law, the proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this Special By-Law ("**Kitchen Exhaust**") subject to the conditions that the proprietor must be responsible for the costs incurred in the repair, maintenance and renewal of the Exhaust Fan.

The Schedule

The area shown as "B" on the strata plan.

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Special By-Law 1C Grease arrestor

1C Without limitation by any other Special By-Law, the proprietors for the time being of Lots 1-4 inclusive shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this Special By-Law ("Grease Arrestor") subject to the conditions that the proprietor must be responsible for the costs incurred in the repair, maintenance and renewal of the Grease Arrestor.

The Schedule

The area shown as "C" on the strata plan.

Special By-Law 2 Behaviour by proprietors and occupiers

2.1 A proprietor or occupier of a lot must not;

- a. create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- b. obstruct lawful use of common property by any person,

2.2 A proprietor or occupier of a lot when on common property (or on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

Special By-Law 3 Clean and repair

A proprietor or occupier of a lot must keep the lot clean and in good repair.

Special By-Law 4 Damage to common property

4.1 A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the body corporate, but this Special By-Law does not prevent a proprietor or person authorised by him from installing, provided that the provisions of By-Law 10 of the Management Statement are met:

- a. any locking or other safety device for protection of his lot against intruders; or
- b. any screen or other device to prevent entry of animals or insects upon his lot;

and subject to the locking or safety device or the screen or other device, as the case may be, being installed in a workmanlike manner and subject to its appearance, after it has been installed, being in keeping with the appearance of the rest of the common property.

4.2 Notwithstanding section 68(l)(b) of the Act, the proprietor of a lot shall maintain and keep in a state of good and serviceable repair all structures or installations referred to in subclause 4.1 that services the lot.

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Special By-Law 5 **Moving of certain articles**

5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable the Managing Agent to arrange for a representative of the body corporate to be present.

5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Managing Agent or his representative referred to in 5.1.

Special By-Law 6 **Prevention of damage to common property**

6.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

6.2 A proprietor or occupier of a lot must not, without the written authority of the Managing Agent, interfere with the operation of any equipment installed on the common property.

6.3 A proprietor or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting without the prior written consent of the body corporate that consent not to be unreasonable withheld.

Special By-Law 7 **Security of common property**

A proprietor or occupier of a lot must not do or permit anything to be done or not done which may prejudice the security or safety of the parcel or Building and, without limitation, a proprietor or occupier of a lot must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

Special By-Law 8 **Notification of defects**

A proprietor or occupier of a lot must promptly the Managing Agent, of any damage to or defect in the common property or any personal property vested in the body corporate.

Special By-Law 9 **Compensation to body corporate**

The proprietor or occupier of a lot will be liable to compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

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Special By-Law 10 **Restricted use of common property**

The council of the body corporate must use all reasonable endeavours to ensure that security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and without limitation may:

10.1

10.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

10.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the parcel, either solely or in conjunction with other parcel;

10.3 restrict by means of key or other security device the access of proprietors or occupiers; and

10.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the parcel to any other level of the parcel.

Special By-Law 11 **Keys**

11.1 If the council of the body corporate restricts the access of the proprietors and occupiers under Special By-Law 10, the council may make the number of Keys as it determines available to proprietors free of charge. The council of the body corporate may charge a reasonable fee for any additional Key required by a proprietor.

11.2 A proprietor must exercise a high degree of caution and responsibility in making a Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate agreement in any lease or licence of a lot to the occupier to ensure return of the Key to the proprietor or the body corporate.

11.3 A proprietor or occupier of a lot in possession of a Key must not duplicate the key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and not disposed of otherwise than by returning it to the proprietor of the body corporate,

11.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Key is lost or destroyed.

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Special By-Law 12 Garbage

12.1 A proprietor or occupier of a lot must not deposit or throw onto the common property garbage except into a receptacle or area specifically provided for that purpose.

12.2 A proprietor or occupier of a lot must dispose of garbage in the following manner:

- a. glass items must be completely cleaned and deposited in unbroken condition in the area designated for such items by the body corporate-
- b. recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and
- c. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage shut situated on the common property.

12.3 The body corporate must remove any items deposited or stored in areas designated by it on a regular basis and in compliance with the requirements of the Council.

Special By-Law 13 Storage of flammable liquids

A proprietor or occupier of a lot must not:

- a. except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

Special By-Law 14 Keeping of animals

Without affecting the requirements of By-Law 29 of the Management Statement, a proprietor or occupier of a lot must not keep an animal upon a lot or the common property except with the written consent of the body corporate.

Special By-Law 15 Consent of body corporate

A consent given by the body corporate under these By-Laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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Special By-Law 16 Complaints and applications

Any complaint or application to the body corporate or its council must be addressed in writing to the Managing Agent.

Special By-Law 17 Provision of services by Moore Park management Pty Ltd

REPEALED 29th October 2009.

Special By-Law 18 Managing agent

18.1 The body corporate must comply with By-Law 56 of the Management Statement.

Special By-Law 19 Obstruction

19.1 A proprietor or occupier of a lot must not use or obstruct or prevent use by any person contracted to the body corporate ("Manager") under Special By-Law 17 from time to time of any area of common property designated under these by-laws as being for use by the Manager for any purpose permitted by the body corporate including, without limitation, for reception, office, storage, car parking space or other purposes.

Special By-Law 20 Body Corporate indemnity

20.1 The body corporate indemnifies the Council from and against all claims, demands, proceedings, judgments, damages, costs, losses and liability of any kind which may arise in respect of any injury or damage incurred or caused on the common property to persons or property during the collection of garbage by Council's employees or contractors.

Special By-Law 21 Compliance with the By-laws

21.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these by-laws. If an invitee does not comply with these by-laws the proprietor or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel the subject of the Strata Scheme.

21.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these by-laws.

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Special By-Law 22 **Compliance with laws**

22.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Government Agency.

22.2 A proprietor occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the Strata Scheme.

Special By-Law 23 **Insurance premiums**

23.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

23.2 The body corporate must comply with By-Law 25 of the Management Statement.

Special By-Law 24 **Fire control**

24.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

2.42 The body corporate or a proprietor or occupier of a lot must, in respect of the parcel the subject of the Strata Scheme or the tot, as appropriate:

- a. consult with any relevant Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the parcel or the lot;
- b. ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to the satisfaction of ail relevant Governmental Agencies; and
- c. ensure compliance with fire laws in respect of the parcel or the lot.

Special By-Law 25 **Signs**

25.1 The provisions of By-Law 9 of the Management Statement apply

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Special By-Law 26 Rules

26.1 The council of the body corporate may make rules relating to the control management, operation, use and enjoyment of common property including without limitation:

- a. the control management, operation and use of any meeting or other common rooms, located on the ground floor of the Building; and
- b. the storage, disposal and collection of garbage,

26.2 The council of the body corporate may at any time add to or alter the rules.

26.3 The council of the body corporate must not make a rule or add to or alter a rule so that it is or becomes inconsistent or in conflict with;

- a. the Act;
- b. the *Community Land Management Act 1989*; or
- c. the Management Statement.

Special By-Law 27 Power to grant car parking licence

The Owners Corporation shall have the following additional powers, authorities, duties and functions:

1.0 Definitions

"Act" means the *Strata Schemes Management Act 1996*.

"Owners Corporation " means The Owners - Strata Scheme No. 51517.

"Car parking Licence" means the licensing of part or parts of the common property for the parking of motor vehicles.

"Lots" means each lot in the Strata Scheme 51517 and any strata plan of subdivision of any part of Strata Plan 51517

2.0 Powers

2.1 The power to grant the Car parking Licence on terms and conditions approved by the Owners Corporation from time to time.

Special By-Law 28 Flooring works

Scope of By-law

Owners must not carry out the Flooring Works except in accordance with the following conditions.*

Conditions

1. Before commencing the Flooring Works, Owners must provide the Required Documents, obtain Approval and Insure.

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2. While carrying out the Flooring Works, Owners must comply with the Works Requirements.
3. After completing the Flooring Works, Owners must Certify and Maintain.
4. At all times. Owners must Indemnify and accept Liability and acknowledge that if the relevant Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the *Strata Schemes Management Act 1996* (Act), they will have the same meaning as those words are attributed under the Act.

Owners means registered Owners in the strata scheme.

Flooring Works means the additions and alterations undertaken by Owners (at that Owner's cost and to remain that Owner's fixture) to replace the existing flooring on the lower boundary of their respective lot (and so much of the common property as is necessary) with any type of floor (including, but not limited to, a floating floor, tiled floor and/or timber floor and including all ancillary structures) in accordance with the Required Documents and in accordance with this by-law.

Condition 1 — Before commencing Flooring Works

Required Documents means copies of approvals from all relevant statutory authorities and/or specifications of an acoustic engineer nominated by the owners corporation (if considered necessary by the owners corporation) as well as any plans and drawings, structural diagrams, specifications, including but not limited to reports relating to sound absorbency and type of flooring, evidence that a suitable sound absorbent barrier is provided under the Flooring Works and approvals reasonably required by the owners corporation and relevant to the Flooring Works which the owner must submit to the executive committee for its approval.

Approval means formal approval from the executive committee and an acoustic consultant nominated by the owners corporation for the Flooring Works, such approval not to be unreasonably withheld.

Insure means the relevant owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and in the joint names of the relevant owner and owners corporation.

Condition 2 — While carrying out Flooring Works

Works Requirements means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Flooring Works from time to time) which the relevant owner must comply with (at their cost) when carrying out the Flooring Works.

The relevant owner must:

- transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- protect all affected areas of the building outside their lot from damage by the Flooring Works or the transportation of construction materials, equipment, debris,
- keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Flooring Works,
- only perform the Flooring Works at the times approved by the owners corporation,

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- not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- remove all debris resulting from the Flooring Works immediately from the building, and
- comply with the requirements of the owners corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Flooring Works.

The relevant owner must also ensure that the Flooring Works are carried out:

- in a proper and workmanlike manner and by duly licensed contractors; and
- in accordance with the drawings and specifications approved by the local council (if applicable) and the executive committee.

Condition 3- After carrying out Flooring Works

Certify means the relevant owner must obtain certification for the Flooring Works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).

Maintain means the relevant owner must properly maintain and keep the Flooring Works and common property to which the Flooring Works are erected or attached in a state of good and serviceable repair and/or replace the Flooring Works if considered necessary by the owners corporation. The Owner must ensure that all floor space affected by the Flooring Works within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

Condition 4 — At all times

Indemnify means the relevant owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Flooring Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Flooring Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the relevant owner's liability for any damage caused to any part of the common property as a result of the erection, attachment or removal of the Flooring Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the owners corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant owner acknowledges that any debt for which the relevant owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law 29 Air conditioner - Lot 158

29.1 Definitions

Air conditioning Equipment means the following equipment installed in or attached to Lot 158 and the

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Common Property:

- a. 1 x Daikin Super Multi NX inverter driven air conditioning system to serve the bedrooms and living areas of the Apartment;
- b. a condensing unit located on the rooftop of the Building;
- c. an indoor unit to the kitchen and living areas located on the nib wall adjacent to the kitchen pantry;
- d. an indoor unit to the master bedroom located on the right-hand side of the northern wall;
- e. an indoor unit to bedroom 2 located on the northern wall;
- f. pipe trunking; and
- g. a condensate pump.

Apartment means Lot 158.

Authorised Person means any employee, consultant or contractor of the Lot 158 Owner.

Authority means an authority of any kind, including without limitation the local council and any federal government, state government or local government authority.

Building means the building comprising the Strata Scheme.

Common Property has the meaning given to it by the Management Act.

Exclusive Use Areas means those parts of the Common Property the subject of the Works.

Lot 158 means lot 158 in the Strata Plan.

Lot 158 Owner means the registered proprietor for the time being of Lot 158.

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

Parcel has the meaning given to it by the Management Act.

Strata Plan means strata plan number 51517.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Works means the alterations and additions proposed by the Lot 158 Owner to Lot 158 and so much of the Common Property as is necessary to supply and install the Air Conditioning Equipment including an access hatch to the ceiling of the hallway.

29.2 Manner of amending this by-law

This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended by a special resolution of the Owners Corporation and with the consent of the Lot 158 Owner.

29.3 Special privilege

- a. The Lot 158 Owner has the special privilege to:
 - i. carry out the Works;
 - ii. permit any Authorised Person to carry out the Works;
 - iii. install services, pipes, ducts, conduits and other items in the Common Property to the extent necessary to carry out the Works; and
 - iv. make alterations to the Common Property as reasonably necessary to carry out the Works.
- b. To the extent the Works, when completed, are attached to the Common Property and to the extent any

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services, pipes, ducts and other items are attached to or installed in Common Property, exclusive use of those parts of the Common Property.

- c. In carrying out the Works, the Lot 158 Owner must, or must ensure the Authorised Person:
 - i. obtains all relevant consents to the Works and has those consents prior to commencing the Works;
 - ii. complies with the requirement of all relevant Authorities and the consents from all relevant Authorities;
 - iii. ensures the Works are carried out in a proper and workmanlike manner;
 - iv. use only qualified and where appropriate, licensed tradesmen;
 - v. ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - vi. ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - vii. ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
 - viii. comply with the reasonable requirements of the Owners Corporation notified in writing to the Lot 158 Owner.
- d. On completion of the Works, the Lot 158 Owner must ensure:
 - i. all rubbish and debris caused by the Works is removed from the Building; and
 - ii. the Common Property in the vicinity of the Works is left clean and

29.4 Exclusive use rights and special privileges

The Lot 158 Owner has the exclusive use of the Exclusive Use Areas.

29.5 Responsibility for maintenance and repair of the Exclusive Use Areas

The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Exclusive Use Areas and the Air Conditioning Equipment, including any structural repair.

29.6 Applications

The Owners Corporation must execute, in its capacity of the owner of the Common Property, such applications, plans and other documents reasonably required by the Lot 158 Owner in connection with the Works.

Special By-Law 30 Licencing of common property

In addition to the functions, powers, authorities and duties conferred or imposed on it by or under the *Strata Schemes Management Act 1996* and the by-laws, the owners corporation has the power and authority to:

- a. licence part of the common property to Moore Park Gardens Management Pty Limited or its successors and assigns, for the purpose of operating a business of letting and selling lots within the strata scheme together with all associated services rendered in connection with such a business, and
- b. enter into an agreement with Moore Park Gardens Management Pty Limited or its successors and assigns to enable the operation of a letting and sales business from the common property.

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Special By-Law 31 Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this bylaw is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounceback" or "undeliverable") within 24 hours.

Special By-Law 32 No short term accommodation

A. Introduction

1. This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.
2. You must comply with this by-law.
3. If you do not comply with this by-law the owners corporation may take action against you.
4. This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

B. Definitions

In this by-law:

"**Council**" means the City of Sydney;

"**LEP**" means the *Sydney Local Environmental Plan 2012* including any amendment of it and any planning instrument replacing it;

"**lot**" means a lot in the strata scheme;

"**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;

"**strata scheme**" means the strata scheme based on Strata Plan No. 51517;

"**unlawful short term accommodation**" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"**you**" means an owner, occupier or lessee of a lot.

C. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

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D. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

E. Prohibiting Unlawful Short Term Accommodation

1. You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.
2. You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

F. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

G. Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 33 Skylights (lot 77)

1. Introduction

This by-law gives the owner of lot 77 special privileges to carry out and retain works on the lot and adjacent common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"lot" means lot 77 in Strata Plan No. 51517,

"owner" means the owner for the time being of the lot (being the current owner and all successors),

"quotation" means the quotation of Skylight Tam Pty Ltd attached to this by-law,

"skylights" means the two new skylights to be installed during the works,

"specifications" means the specifications of Velux attached to this by-law, and

"works" means the alterations and additions to the lot and the adjacent common property described and shown in the quotation and specifications generally being the removal of two existing domed skylights above the main and ensuite bathroom in the lot and the installation of two new VCE 3030 (707 x 705) flat roof Velux electric skylights in their place with flashings and electrical connections.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- a. authorises the works,

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- b. confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- c. grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before the Works

a. Planning Approval

Before commencing the works, the owner must, if required by law, obtain a complying development certificate or development consent for the works from the Local Council under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the certificate or consent.

b. Community Association Approval

Before commencing the works, the owner must, if required by law, obtain the approval of the community association of Moore Park Garden for the works and give the owners corporation a complete copy of that approval.

c. Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

d. Costs of this By-Law

Before commencing the works, the owner must pay all of the costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2 During the Works

a. Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

b. Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989.

c. Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the specification and quotation. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

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d. Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

e. Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.

f. Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

g. Location of the Works

The skylights must be installed in the same location as the existing skylights that will be removed during the works and must not encroach upon any other part of the common property or any other lot.

h. Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

i. Debris

The owner must ensure that any debris associated with the works is promptly removed and strictly in accordance with any reasonable directions given by the owners corporation.

j. Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris.

k. Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

l. Cost of the works

The owner must pay all costs associated with the works.

4.3 After the Works

a. Completion Notice

Immediately upon completion of the works the owner must notify the owners corporation in writing that the works have been completed.

b. Restoration of Common Property

Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

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4.4 Enduring Obligations

a. Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works (including the skylights) and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works (including the skylights).

b. Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

c. Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

d. Appearance of the Works

Except to the extent that this by-law may otherwise provide, the skylights must have an appearance which is in keeping with the appearance of the rest of the building.

e. Connection of Utilities

In the event that electricity is connected to the skylights and the existing electricity service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

f. Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by law.

g. Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works and the skylights (for example, the conditions of Local Council's development consent to the works).

5. Breach of this By-Law

a. If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i. rectify that breach,
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying that breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

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b. Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Special By-Law 34 Outdoor seating area for lot 2

1. Outdoor Seating Area

1.1 The owners' corporation licence to the owner or occupier of lot 2 the use of the common property on the ground floor in the courtyard of the retail area for the strata scheme ("Outdoor Seating Area").

1.2 The owners' corporation grant the licence referred to in clause 1.1 by entering into a licence agreement with the owner or occupier of lot 2 for the use of the Outdoor Seating Area on the terms and conditions contained in the licence agreement tabled at the meeting at which this by-law was adopted and in this bylaw.

1.3 The owners' corporation may charge a licence fee to be determined at the meeting at which this by-law was adopted and subsequent licence fees to be set by the Executive Committee in future reviews.

1.4 Any licence fee for the use of the Outdoor Seating Area shall be payable as a debt due and payable by the owner or occupier of a lot 2 to the owners' corporation at such times and in such manner as the owner's corporation sees fit.

1.5 The owner or occupier of lot 2 must not use the Outdoor Seating Area unless they have been granted a licence to do so by the owners' corporation.

1.6 The owner's corporation is under no obligation to accept the application and grant a licence to use the Outdoor Seating Area.

1.7 The owner or occupier of lot 2 must not use the Outdoor Seating Area for any purpose other than the purpose of keeping tables and chairs for the use by its patrons nominated in the application and agreed to by the executive committee ("approved use").

1.8 If at any time the owner or occupier of lot 2 keeps items other than the approved items, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the Outdoor Seating Area and give a notice for their removal.

1.9 If the executive committee gives the owner or occupier of lot 2 a notice to remove items from the Outdoor Seating Area, the owner or occupier of lot 2 must at their cost remove those items from the Outdoor Seating Area within 14 days of the notice being served on them and in default of complying with the notice, the owners' corporation may, at the cost of the owner or occupier of lot 2, remove the items and dispose of them in such manner as the executive committee deems fit.

1.10 Any costs incurred by the owners' corporation in removing lot 2's items from the Outdoor Seating Area in default of you failing so to do, may be recovered from the owner or occupier of lot 2 as a debt due and payable to the owners' corporation.

1.11 If the owner or occupier of lot 2 fails to pay the licence fee for the Outdoor Seating Area within one month of the due date or they use a Outdoor Seating Area without obtaining a licence in default of this by-law, the executive committee (acting reasonably) may by resolution determine that the owner or occupier of lot 2 must remove their items from the Outdoor Seating Area and give the owner or occupier of lot 2 a notice requiring removal within 14 days of the date of the notice being served on the owner or occupier of lot 2.

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1.12 If you fail to pay all amounts owing in respect of the licence fee or remove the items from the Outdoor Seating Area within that 14-day period, the owners' corporation may remove your items from the Outdoor Seating Area and dispose of them in such manner as the executive committee sees fit and recover the costs of doing so from you as a debt due and payable to the owners' corporation.

1.15 The owner or occupier of lot 2 must keep the Outdoor Seating Area licensed to them under this by-law clean, neat and tidy, and maintain and repair the Outdoor Seating Area subject to the statutory obligations of the owners' corporation to repair and maintain common property.

1.16 The Outdoor Seating Area is and always remains common property and nothing in this by-law or the grant of a licence to the owner or occupier of lot 2 to use the Outdoor Seating Area grants an interest in the common property to the owner or occupier of lot 2 or affects the common property status of the Outdoor Seating Area or the title of the owners' corporation to the Outdoor Seating Area.

1.17 The keeping of lot 2's items in the Outdoor Seating Area is entirely at lot 2's risk and the owners' corporation has no liability or obligation to the owner or occupier of lot 2 arising out of their use of the Outdoor Seating Area and the owner and occupier of lot 2 indemnify the owners' corporation in respect of any loss or damage the owner or occupier of lot 2 may sustain arising out of their use of the Outdoor Seating Area.

1.18 The term of each licence for use of a Outdoor Seating Area will only be for a maximum of 12 months and any subsequent term(s) will be for 12 months.

1.19 The term of the licence for use of the Outdoor Seating Area will commence once the owner's corporation has given approval to use the Outdoor Seating Area or, where a licence agreement is required as a precondition to the owner or occupier of lot 2 obtaining a licence over the Outdoor Seating Area, on the day the licence agreement is entered into.

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Works authorisation and exclusive use (lot 88)

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the Strata Schemes (Freehold Development) Act 1973.

"**Executive Committee**" means the executive committee of the Owners Corporation.

"**Lot**" means lot 88 within the Strata Scheme.

"**Management Act**" means the Strata Schemes Management Act 1996.

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

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"**Owner**" means the owner of the Lot and that owner's successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"**Strata Plan**" means the strata plan for the Strata Scheme.

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

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means internal renovations, including:

- a. Plumbing works and penetrations in accordance with the attached plans, including:
 - i. ducting the kitchen rangehood through the wall separating the kitchen and the balcony;
 - ii. a ceiling penetration 90mm wide (for air conditioning pipes) from the existing laundry on level 5 to the part of the Lot on level 6;
 - iii. a floor penetration in the robe on level 6, being the continuation of penetration (a)(ii) above;
 - iv. a ceiling penetration above the robe on level 6, 90mm wide, and the installation of air conditioning pipes in the roof void area;
 - v. a 125mm core hole through the floor of the level 6 bathroom, to connect with the pipes in the brick riser;
 - vi. 2 x 125mm core holes in the floor of the unsuited on level 6;
 - vii. A new gas point on the balcony, for a mobile barbecue facility;
- b. The partial removal of an internal wall separating the kitchen pantry and laundry on level 5, in accordance with the attached report and plans by Amtech Engineering, and replacement of the affected internal ceiling;
- c. The installation, in the living areas on level 5 of the Lot, of timber flooring, with an Impact Insulation Class (IIC) rating of at least 60, being a regulon custom system 601 OBA CFC sheeting, K225 with engineered timber floor;
- d. The installation of timber decking over the existing balcony tiles, increasing the floor height by approximately 50mm;
- e. The installation of approximately 20 ceiling lights (recessed downlights) in all rooms on level 6, cut into the plasterboard ceiling, and penetrating the trussed roof space above each room on level 6; and
- f. The installation of one exhaust fan in each bathroom in the lot.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by

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the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days notice of the commencement of the Works;

4.1.1.2 if appropriate, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.3 pay for all costs associated with this by-law including, but not limited to, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

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4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Times for Renovations

ensure that the Works are only carried out between the hours of 8.00am - 4.30pm on Monday — Friday and are not performed on weekends or public holidays,

4.2.1.3 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television

4.2.1.4 Costs of Works

pay all costs associated with the Works,

4.2.1.16 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.17 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this bylaw have been complied with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

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4.4.2 ensure that the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the Common Property.

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom, provided that this indemnity does not extend to the creation of any obligation on the Owner to repair any Common Property, where the defect is not caused by the Works.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Annexure below

Special By-Law 36 Awning - Lot 4

1 Introduction.

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the Strata Schemes (Freehold Development) Act 1973.

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"**Executive Committee**" means the executive committee of the Owners Corporation.

"**Lot**" means lot 4 within the Strata Scheme.

"**Management Act**" means the Strata Schemes Management Act 1996.

"**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 the Lot for the time being.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"**Strata Plan**" means the strata plan for the Strata Scheme.

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

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means the installation of an awning in accordance with the attached plans.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property may conduct the Works on the

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Common Property. If Council approval is required, the Owners Corporation will promptly sign any landowner lodgement of a development application or construction certificate application for the Works.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 7 days' notice of the commencement of the Works;

4.1.1.2 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner (and in accordance with Australian Standards) by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Time for Completion of Works

make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

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make sure that no building materials are stored on Common Property,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out at the times permitted by the Local council for such works,

4.2.1.6 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired,

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the

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Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Annexure below

Special By-Law 37 **Owners works**

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of works which affect the common property and/or impact on an owner or occupier on a lot.
2. The works undertaken under this by-law must enhance, improve or add value to the lots and/or the common property.
3. Each lot owner has the right to undertake the following works, subject to the following conditions and owners corporation's rights —
 - a. Install air-conditioning units including external condenser units (and any other ancillary items).
 - b. Install false ceilings.
 - c. Install security grills.
 - d. Install skylights or whirly birds.
 - e. Install fixtures to internal surfaces of common property walls.
 - f. Install exhaust or extraction fans, or range hood.
 - g. Install external shutters and blinds.
 - h. Install tiles to balcony floor.
 - i. Install new plumbing and electrical equipment and services.
 - j. Such works which are authorised by the owners corporation as approved under this bylaw.
4. Where the works undertaken under clause 3 of this by-law are visible from the outside of the scheme, the works must be in a construction and colour scheme that matches the overall appearance of the building.
5. Where any works covered under clause 3 of this by-law was undertaken by a lot owner before this by-law was made then any provisions of this by-law concerning repair and maintenance will also apply to

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those works.

6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the works

7. A lot owner must notify the Owners Corporation at least 21 days before undertaking the works and obtain the prior written approval for the works from
 - a. the executive committee of the Owners Corporation; and
 - b. the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
 - c. any other relevant statutory authority whose requirements apply to undertaking the works.
8. The Owner must submit to the Owners Corporation the following documents relating to undertaking the works prior to obtaining written approval from the Owners Corporation:
 - a. plans and drawings;
 - b. specifications of work; and/or
 - c. any other documents reasonably required by the Owners Corporation.
9. A lot owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
10. A lot owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the works undertaken are submitted to Owners Corporation.

Carrying out the works

11. In carrying out the works, the Owner must:
 - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - b. protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - c. keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - d. only undertake works at the times approved by the Owners Corporation;
 - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f. remove all debris resulting from undertaking the works immediately from the building; and
 - g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory authority concerning the performance of undertaking the works.
12. The Owner must ensure that the works shall be done:
 - a. in a proper and workmanlike manner and by duly licensed contractors; and
 - b. in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

After completing the works

13. The Owner must deliver to the Owners Corporation the following documents relating to the works:
 - a. certification by an engineer nominated by the Owners Corporation as to the structural integrity of the works and the building (if required); and
 - b. any other document reasonably required by the Owners Corporation.
14. The Owner must, at the Owners cost:

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- a. properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
- b. properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of undertaking the works including the repair and maintenance of the works and liability under section 65(6) of the Act in respect of repair of the common property attached to the works.
16. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
17. To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the works proposed under this by-law.
18. The Owners Corporation reserves the right to take action against an owner to replace the works or reinstate the common property affected by the works to its original condition if the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Special By-Law 38 Outdoor fixtures

1. Introduction
 - a. This by-law sets out the rules you must follow if you want to install an outdoor fixture such as louvers, privacy screens, sun shades or Venetian blinds.
 - b. You must comply with this by-law.
 - c. If you do not comply with this by-law the owners corporation may take action against you. This may result in your outdoor fixture being removed or a monetary penalty being imposed on you.
2. Definitions

In this by-law:

"design guidelines" means the design guidelines for outdoor fixtures approved by the community association from time to time,

"lot" means a lot in the strata scheme,

"louvers" means louvers, privacy screens, sun shades and Venetian blinds,

"outdoor fixture" means louvers, privacy screens, sun shades and Venetian blinds,

"privacy screens" means privacy screens referred to in the design guidelines,

"suit shades" means sun shades referred to in the design guidelines,

"Venetian blinds" means external Venetian blinds referred to in the design guidelines, and

"you" means the owner for the time being of a lot (being the current owner and all successors).

3. Outdoor Fixtures Require Approval

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You must not install an outdoor fixture for your lot except with the prior written approval of the owners corporation.

4. How Do You Seek Approval for an Outdoor Fixture?

If you want to install an outdoor fixture you must make an application in writing to the owners corporation in order to seek its approval for the outdoor fixture.

Your application must be made on the application form approved from time to time by the owners corporation for the purposes of this by-law (if any).

Your application must be sent to the strata managing agent of the owners corporation or if there is no such agent, to the secretary of the owners corporation.

Your application must contain:

- I. Your name, address and telephone number,
- II. Your lot number and apartment number,
- III. Information about the outdoor fixture including:
 - A. drawings, plans and specifications for the outdoor fixture,
 - B. a description of the appearance of the outdoor fixture including its colour and the materials from which it will be made, and
 - C. information about the proposed location of the outdoor fixture, and
- IV. Your written consent to this by-law.

The owners corporation may request additional information to supplement the information contained in your application but it must not act unreasonably when doing so.

5. What Criteria Does the Owners Corporation Consider?

- a. the design guidelines,
- b. any other architectural, building, design and landscaping guidelines or standards applicable to the strata scheme and the community scheme in which the strata scheme is situated including any such guidelines or standards prescribed by the community association or owners corporation from time to time,
- c. the community management statement for the community scheme in which the strata scheme is situated, and
- d. the compatibility of the outdoor fixture with the existing architectural or landscaping style of, and the appearance of, the strata scheme.

6. The Approval

- a. The owners corporation may:
 - i. approve your application with or without conditions, or
 - ii. withhold its approval of your application but it must not act unreasonably when doing so.
- b. Without limiting the generality of clause 6(a) above, it will be reasonable for the owners corporation to withhold its approval of your application if the outdoor fixture does not comply with any of the criteria specified in clause 5 above particularly the design guidelines.
- c. You must comply with the conditions set out in this by-law together with any conditions imposed by the owners corporation at the time it gives its approval to your application.

7. Conditions

a. Planning Approvals

Before installing the outdoor fixture, you must, if required by law, obtain development consent for the outdoor fixture from the Local Council, or a complying development certificate, and a construction certificate, and give the owners corporation a complete copy of the development consent or complying development certificate and construction certificate.

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- b. Insurance Certificates
Before installing the outdoor fixture, you must give the owners corporation a copy of the certificates of currency for the all-risk insurance policy and any necessary home warranty insurance policy of the contractor who will install the outdoor fixture.
- c. Quality of Workmanship
The outdoor fixture must be installed in a proper and workmanlike manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used.
- d. Holes and Waterproofing
Any holes or penetrations made during the installation of the outdoor fixture must be adequately sealed, waterproofed and, if necessary, fire proofed.
- e. Building Code of Australia and Australian Standards
The outdoor fixture must be built and installed in accordance with any specifications for it. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the outdoor fixture must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.
- f. Period for Installation
The outdoor fixture must be installed with due diligence and within a reasonable period from the date of commencement.
- g. Disturbance
Only minimum disturbance may be caused to the common property and the owners and occupiers of the other lots during the installation of the outdoor fixture.
- h. Transportation of Construction Equipment
All construction materials and equipment must be transported in accordance with any manner reasonably directed by the owners corporation.
- i. Storage of Building Materials on Common Areas
You must make sure that no building materials are stored on the common property during work on the outdoor fixture.
- j. Protection of Building
You must protect the common property that is affected by work on the outdoor fixture from damage, dirt, dust and debris and ensure that any such common property is protected by covers and mats when construction materials, equipment and debris are transported over it.
- k. Maintenance & Repairs
You must properly maintain the outdoor fixture and keep it in a state of good and serviceable repair and, when necessary, renew or replace the outdoor fixture or any part of it.
- l. Repair of Damage
You must make good any damage to the common property caused as a result of the outdoor fixture no matter when such damage may become evident.
- m. Noise and Disturbance
You must ensure that the outdoor fixture does not generate any noise or vibrations that are likely to disturb the peaceful enjoyment of the owner or occupier of another lot or any person on common property.
- n. Appearance
You must ensure that the outdoor fixture has an appearance that is in keeping with the rest of the strata scheme when viewed from outside your lot.
- o. Power for the Outdoor Fixture
You must ensure that any electrical power for the outdoor fixture is metered and charged to your account.
- p. Costs of Installing Outdoor Fixture
You must ensure that you pay all costs associated with the installation of the outdoor fixture.
- q. Indemnity

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You must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the outdoor fixture or the altered state or use of any common property arising from the outdoor fixture.

r. Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the outdoor fixture.

Breach of this B -Law

If you breach any condition of this by-law and fail to rectify that breach within thirty (30) days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i. rectify the breach,
- ii. enter on any part of the strata scheme, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996, for the purpose of rectifying the breach, and
- iii. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

8. Additional Provisions

a. Executive Committee Approval

Despite any other clause in this by-law, the executive committee may, where permitted by law, grant any approval under this by-law for and on behalf of the owners corporation.

b. Separate By-Law

Nothing in this by-law detracts from or alters any obligation that arises under sections 52 or 65A of the Strata Schemes Management Act 1996 for or in relation to your outdoor fixture. If required by law, the owners corporation may require, as a condition of its approval of your outdoor fixture or otherwise that, before beginning any work on the outdoor fixture, you have an approval granted or a by-law made under sections 52 or 65A of the Strata Schemes Management Act 1996 by a special resolution at a general meeting of the owners corporation.

Special By-Law 39 Lot 2 air-conditioning system

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the installation of an Air-Conditioning System in the Owner's lot and on so much of the common property as is necessary.
2. For the purpose of this by-law, "Owner" means the owner or owners of lot 2 (Shop 2C) from time to time of strata plan no.51517.
3. For the purpose of this by-law, the "Air-Conditioning System" installation includes the following alterations and additions to the lot and the common property as described below and in the diagrams attached to this by-law and marked "Annexure A" -
 - a. the Daikin split reverse cycle air-conditioning internal unit installed on the back wall of consultation room 1 on the lot;

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- b. the 70millimetre core hole penetration through the brick wall of the consultation room and car parking area;
 - c. the external condenser unit installed on galvanised steel brackets in caged area in the car park, with condensate drain to be installed into the neared drain point; and
 - d. ancillary items including the refrigeration pipe work, interconnecting wiring and condensation drain installed in colour coded ducting to the condensing unit.
4. The special privileges conferred by this by-law are the rights to alter and use the common property by installing the Air-Conditioning System on the tot and on so much of the common property that is necessary.
 5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
 6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before installation of the Air-Conditioning System

7. The Owner must obtain written approval for the installation of the Air-Conditioning System from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to the installation of the Air-Conditioning System.
8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation of the Air Conditioning System prior to commencing the installation of the Air-Conditioning System.
9. The Owner must ensure that the Air-Conditioning System complies with the standards as set out in the Building Code of Australia (BCA), fire rating requirements and any other statutory requirements current at the time the Air-Conditioning System is installed by the Owner.

Carrying out the installation of the Air-Conditioning System

10. When installing the Air-Conditioning System, the Owner must:
 - a. transport all construction materials, equipment, debris and other materials in the manner reasonably directed by the Owners Corporation;
 - b. protect all areas of the building outside their lot from damage by installing the Air Conditioning System or the transportation of construction materials, equipment, debris;
 - c. keep all areas of the building outside their lot clean and tidy throughout the installation of the Air-Conditioning System;
 - d. only install the Air-Conditioning System at a time approved by the Owners Corporation or the standard hours as provided by the local authority;
 - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f. remove all debris resulting from installing the Air-Conditioning System immediately from the building; and
 - g. comply with the requirements of the Owners Corporation to comply with any by laws and any relevant statutory authority concerning the installation of the Air Conditioning System.
11. The Owner must ensure that the Air-Conditioning System shall be installed:
 - a. in a proper and workmanlike manner and by duly licensed insured contractors; and
 - b. in accordance with the drawings and specifications approved by the Owners Corporation and local council (if required).

After installation of the Air-Conditioning System

12. The Owner must deliver to the Owners Corporation any document reasonably required by the Owners

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Corporation relating to the installation of the Air Conditioning System.

13. The Owner must ensure the air-conditioning unit's quiet operation, having regard to the adjoining lot owners.
14. The Owner is responsible for ensuring that any water from the air-conditioning unit is drained appropriately and the Owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

Repair and Maintenance

15. The Owner must, at the Owner's cost:
 - a. properly maintain and keep the common property to which the Air-Conditioning System is erected or attached in a state of good and serviceable repair; and
 - b. properly maintain and keep the Air-Conditioning System in a state of good and serviceable repair and must replace the Air-Conditioning System (or any part of it) as required from time to time.
16. If the Owner removes the Air-Conditioning System or any part of the air conditioning System installed under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

17. The Owner indemnifies the Owners Corporation against
 - a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Air-conditioning System;
 - b. any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the installation of the Air-Conditioning System;
 - c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the installation of the Air-conditioning System; and
 - d. liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Air-Conditioning System.
18. Any loss and damage suffered by the Owners Corporation as a result of installing and using the Air-Conditioning System may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid
19. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Air-Conditioning System installed pursuant to this by-law.

Breach of By-law

20. The Owners Corporation reserves the right to replace the Air-Conditioning System or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
21. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

Annexure below

Special By-Law 40 Cosmetic work

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1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**apartment**" means a lot in the strata scheme,
- c. "**building**" means the building in the strata scheme in which your apartment is located,
- d. "**common area**" means the common property in the strata scheme,
- e. "**cosmetic work**" means any work to a common area in the building in connection with your apartment for the following purposes:
 - i. installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - ii. installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - iii. installing or replacing handrails,
 - iv. painting,
 - v. filling minor holes and cracks in internal walls,
 - vi. laying carpet,
 - vii. installing or replacing built-in wardrobes,
 - viii. installing or replacing internal blinds and curtains,
 - ix. installing any locking or other safety device to improve safety within your apartment,
 - x. installing any locking or other safety device for protection of your apartment against intruders,
 - xi. installing any screen or other device to prevent entry of animals or insects on your apartment,
 - xii. installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work,

- f. "**non-cosmetic work**" means:
 - i. work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - ii. work involving structural changes,
 - iii. work that changes the external appearance of an apartment, including the installation of an external access ramp,
 - iv. work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
 - v. work involving waterproofing or the plumbing or exhaust system of a building,
 - vi. work involving reconfiguring walls,
 - vii. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- g. "**strata scheme**" means the strata scheme to which this by-law applies, and
- h. "**you**" means an owner of an apartment and includes your successors in title.

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

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and

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- all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
 - d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
 - f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

3.1 You may carry out cosmetic work without the approval of the owners corporation.

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

a. Standard of Workmanship

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,

b. Quality of Cosmetic Work

make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

c. Time for Completion of Cosmetic Work

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,

d. Times for Cosmetic Work

ensure that the cosmetic work is only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

e. Appearance of Cosmetic Work

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,

f. Noise During Cosmetic Work

ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

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g. **Transportation of Construction Equipment**

ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

h. **Debris**

ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

i. **Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

j. **Protection of Building**

protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

k. **Daily Cleaning**

clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,

l. **Security**

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

m. **Costs of Cosmetic work**

pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

You must:

a. **Maintenance of Cosmetic Work**

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

b. **Repair Damage**

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

c. **Prevent Excessive Noise**

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another

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apartment or of any person lawfully using a common area,

d. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

e. Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- b. in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 41 Minor renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

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2. Definitions & Interpretation

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

- a. **"Act"** means the *Strata Schemes Management Act 2015*,
- b. **"apartment"** means a lot in the strata scheme,
- c. **"building"** means the building in the strata scheme in which your apartment is located,
- d. **"common area"** means the common property in the strata scheme,
- e. **"minor renovations"** means any work to a common area in the building in connection with your apartment for the following purposes:
 - i. renovating a kitchen,
 - ii. renovating a bathroom in a manner that does not involve waterproofing,
 - iii. renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - iv. changing recessed light fittings,
 - v. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vi. installing or replacing wood or other hard floors,
 - vii. installing or replacing wiring or cabling or power or access points,
 - viii. installing or replacing pipes and ducts,
 - ix. work involving reconfiguring walls in a manner that does not involve structural changes,
 - x. installing a rainwater tank,
 - xi. installing a clothesline,
 - xii. installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - xiii. installing double or triple glazed windows,
 - xiv. installing a heat pump or hot water service,
 - xv. installing ceiling insulation,
 - xvi. installing an aerial or antenna,
 - xvii. installing a satellite dish with a diameter no greater than 1,5 metres,
 - xviii. installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

- f. **"non-minor renovations"** means:
 - i. work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - ii. work involving structural changes,
 - iii. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - iv. work involving waterproofing,
 - v. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
 - vi. work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- g. **"strata scheme"** means the strata scheme to which this by-law applies, and
- h. **"you"** means an owner of an apartment and includes your successors in title.

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

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

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- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. **Minor Renovations Approval Process**

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- a. your name, address and telephone number,
- b. your apartment and lot number,
- c. details of the minor renovations,
- d. drawings, plans and specifications for the minor renovations,
- e. an estimate of the duration and times of the minor renovations,
- f. details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. **Conditions for Minor Renovations**

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

a. Prior Notice

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give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

b. Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- i. licence,
- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy (if required by law), and
- iv. home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),

c. Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

d. Acoustic Consultant's Report

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

e. Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

f. Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

g. Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

a. Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately

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qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

b. Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

c. Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

d. Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

e. Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

f. Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

g. Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

h. Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

i. Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

j. Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

k. Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations

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from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

I. Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

m. Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

n. Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

o. Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

p. Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

q. Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,

r. Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

a. Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

b. Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

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c. Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

d. Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

e. Acoustic Consultant's Report

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

a. Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

b. Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

c. Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

d. Flooring

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

e. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

f. Insurance

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if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

g. **Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. **Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- b. cleaning any part of the common area as a result of the minor renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. **Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owner corporation as a consequence of a breach of this by-law.

7. **Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. **Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. **Decision of Owners Corporation not to Maintain Minor Renovations**

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- b. in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any

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such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 42 Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

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

- a. "**Act**" means the Strata Schemes Management Act 2015,
- b. "**apartment**" means a lot in the strata scheme,
- c. "**annexure**" means the annexure to this by-law,
- d. "**building**" means the building in the strata scheme in which your apartment is located,
- e. "**common area**" means the common property in the strata scheme,
- f. "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- g. "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - i. work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - ii. work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - iii. work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - iv. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

- h. "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- i. "**strata scheme**" means the strata scheme to which this by-law applies, and
- j. "**you**" means an owner of an apartment and includes your successors in title.

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

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical

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- form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
 - f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- a. your name, address and telephone number,
- b. your apartment and lot number,
- c. details of the major renovations,
- d. drawings, plans and specifications for the major renovations,
- e. an estimate of the duration and times of the major renovations,
- f. details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

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4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

a. Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

b. Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

c. Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- i. licence,
- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy, and
- iv. home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

d. Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

e. Acoustic Consultant's Report

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

f. Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

g. Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

h. Costs

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pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.3 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

a. Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

b. Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

c. Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

d. Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

e. Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm on Monday - Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

f. Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

g. Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

h. Noise During Major Renovations

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ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

i. Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

j. Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

k. Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

l. Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

m. Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

n. Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

o. Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption.

p. Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

q. Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing

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materials or equipment and then only for such time as is reasonably necessary,

r. Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

s. Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

t. Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

a. Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

b. Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

c. Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

d. Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

e. Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

f. Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

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g. Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

a. Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

b. Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

c. Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

d. Flooring

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

e. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

f. Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

g. Comply with the Law

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comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
- b. cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

Annexure below

Special By-Law 43 Electronic voting meeting

1. Introduction

This by-law sets out rules that must be followed if the owners corporation or stratacommittee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

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2. Definitions & Interpretation

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

- a. **"Act"** means the Strata Schemes Management Act 2015,
- b. **"electronic means"** includes a vote cast via a voting website or electronic application,
- c. **"e-voting"** means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- d. **"e-voting determination"** means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- e. **"committee meeting"** means a meeting of the strata committee,
- f. **"general meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- g. **"meeting"** means a committee meeting or a general meeting,
- h. **"motion"** means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- i. **"Regulations"** means the Strata Schemes Management Regulation 2016,
- j. **"owner"** means an owner of a lot in the strata scheme,
- k. **"person"** means an owner or a proxy,
- l. **"proxy"** means a duly appointed proxy for the purposes of the Act,
- m. **"strata scheme"** means the strata scheme to which this by-law applies, and
- n. **"you"** means an owner

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

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- f. the provisions of this by-law operate to the extent permitted by law,
- g. and if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. E-Voting

3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

3.2 An e-voting determination remains in force until it is revoked.

3.3 An e-voting determination may be revoked by a resolution of:

- a. (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
- b. (in the case of an e-voting determination made by the owners corporation) the owners corporation.

3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

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4.1 E-voting must be conducted by a ballot.

4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

- a. instructions for completing the ballot paper, and
- b. the motions to be voted on, and
- c. the means of indicating the voter's choice on the motions to be voted on.

4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

- a. access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by law, and
- b. access to information about:
 - i. how the ballot paper must be completed,
 - ii. and the deadline for submission of the ballot paper, and
 - iii. if voting is by email, the address where the ballot paper is to be returned, and
 - iv. if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
- c. access to an electronic form of declaration requiring the voter to state:
 - i. his or her name, and
 - ii. the capacity in which the person is entitled to vote, and
 - iii. in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
 - iv. if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

- a. the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
- b. the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

- a. review all information and reports about the electronic ballot, and
- b. reject as informal any votes that do not comply with the requirements of this by-law, and
- c. ascertain the result of the electronic ballot, and
- d. make a written or electronic record of the result of the electronic ballot, and announce or publish the

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result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

Special By-Law 44 Proxies

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

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

- a. **"Act"** means the *Strata Schemes Management Act 2015*,
- b. **"earliest proxy appointment forms"** means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- c. **"meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- d. **"Regulations"** means the Strata Schemes Management Regulation 2016,
- e. **"person"** means the person referred to in clause 3.1 of this by-law,
- f. **"proxy"** means a duly appointed proxy for the purposes of the Act,
- g. **"proxy appointment form"** means an instrument appointing a proxy in the form prescribed by the Regulations,
- h. **"proxy election"** means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- i. **"proxy giver"** means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- j. **"proxy threshold"** means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - A. if the strata scheme has 20 lots or less, one,
 - B. if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- k. **"strata scheme"** means the strata scheme to which this by-law applies, and
- l. **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - A. exceeds the proxy threshold for that person, or
 - B. results in the proxy threshold being exceeded by that person,
- m. **"you"** means the owner of a lot in the strata scheme.

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

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in

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- respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
 - f. the provisions of this by-law operate to the extent permitted by law, and
 - g. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

- a. (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- b. (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.5 A proxy election by that person or the chairperson must:

- a. give priority to the earliest proxy appointment forms; and
- b. result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.

3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

Special By-Law 45

Major renovations & building works - Lot 157 (Unit 11) - Waverly building

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 157 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

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"Plans" means the plans/drawings prepared by Brian Beveridge and dated 19th May 2017 attached to this by-law - **annexure "F"**;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being Bathroom Renovation;

"Major Renovations By-Law" means Special By-Law No. 42 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

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

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

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

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

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

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special By-Law 46 Owners works (lot 46)

A by-law with respect to Lot 64 works.

1. Approval of work

1.1 Work

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Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- a. the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- b. those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- a. is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- b. must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- c. must ensure that the Exclusive use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- d. must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- a. during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- b. in any other case, on reasonable request of the owners corporation.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out

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that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2. Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- a. obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- b. provide a copy of any such Approvals to the owners corporation;
- c. in the event that such Approval is required by law (or under the terms of an Approval) be obtained before doing (or omitting to do) anything, supply a copy of that approval to the owners corporation before doing (or omitting to do) that thing;
- d. provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- a. is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - i. as reasonably determined from time to time by the owners corporation; or
 - ii. in the absence of such a determination, the amount of \$500;
- b. must be paid to the owners corporation in a manner reasonably directed by the owners corporation from time to time;
- c. may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- d. must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

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- a. will not by reason only of so doing be released from that obligation, or release that right; and
- b. is liable for the acts or omissions of those servant, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions where theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- a. An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- b. An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- a. Exercise due care and skill; and
- b. do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- a. comply with the obligation breached
- b. repair any damage caused to the property;
- c. clean any rubbish, dirt, debris, or staining caused to the property;
- d. rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- e. remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- a. prior to undertaking such work, and upon completion of the work, notify the owners corporation
- b. in writing ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- c. ensure that such work is done:
 - i. in accordance with any applicable law and any other applicable requirement
 - ii. in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of

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their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- a. work is required to be carried out by an owner or occupier off lot under a term or condition hereof; and
- b. that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner Of the lot.

2.10 Application of the Civil Liability Act 2002

- a. Owners a and occupiers of lots acknowledge and agree that:
 - i. the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - ii. to the extent permitted by law, that act does not apply in connection with those tights, obligations and liabilities.
- b. Any provision hereof, that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners Corporation as a debt and:

- a. Bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- b. may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - i. any interest payable; and
 - ii. the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- a. the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- b. the singular includes the plural and vice versa;
- c. headings, notes, explanatory notes and form part of these by-laws and do not affect the operation of these by-laws!?

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- d. (d) a reference to a document, includes any amendment, replacement or novation of it;
- e. where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- f. any reference to legislation includes any amending or replacing legislation;
- g. where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- h. where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- i. any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- j. where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- k. where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- l. a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- a. Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- b. No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- a. To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- b. To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided,

Approval means:

- a. an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- b. a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- c. a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- d. any order, direction or other requirement given or made by an Authority; an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- e. an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 64 in the strata scheme bearing folio identifier 64/SP51517;

Authorised Owner means the owner of the Authorised Lot (or, if more than one such owner, those owners jointly and severally);

Authority means:

- a. any Commonwealth, state or local government, semi-government, statutory, public or other body or

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- person (or body or person otherwise authorised by law) having jurisdiction;
- b. a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979,
 - c. the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993 and
 - d. an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- a. those parts of the common property which are occupied by the Permitted Works (once complete); and
- b. any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - i. only accessible from within that premises; or
 - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- a. the occupier of a lot, but only in relation to the lot occupied by that occupier;
- b. where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- a. the owner of a lot, but only in relation to the lot owned by that owner;
- b. where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of works,

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the Subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Works in Annexure B;

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strata plan means strata plan number 51517; and

strata scheme means the strata scheme relating to the strata plan.

Annexure below

Special By-Law 47 Bathroom renovations (lot 27)

A by-law with respect to lot 27 bathroom renovations.

1. Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- a. the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- b. those Building Works must be undertaken in accordance with, and comply with any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- a. is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- b. must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- c. must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- d. must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their

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power to procure such access) as follows:

- a. during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- b. in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2. Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- a. obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- b. provide a copy of any such Approvals to the owners corporation;
- c. in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- d. provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- a. is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - i. as reasonably determined from time to time by the owners corporation; or
 - ii. in the absence of such a determination, the amount of \$500;

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- b. is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- c. may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- d. must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- a. will not by reason only of so doing be released from that obligation, or release that right; and
- b. is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- a. An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- b. An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- a. exercise due care and skill; and
- b. do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- a. comply with the obligation breached;
- b. repair any damage caused to the property;
- c. clean any rubbish, dirt, debris, or staining caused to the property;
- d. rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- e. remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

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2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- a. prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- b. ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- c. ensure that such work is done:
 - i. in accordance with any applicable law and any other applicable requirement hereof; and
 - ii. in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- a. work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- b. that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- a. Owners and occupiers of lots acknowledge and agree that:
 - i. the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - ii. to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- b. Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- a. bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- b. may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - i. any interest payable; and
 - ii. the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

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2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- a. the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- b. the singular includes the plural and vice versa;
- c. headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- d. a reference to a document, includes any amendment, replacement or novation of it;
- e. where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- f. any reference to legislation includes any amending or replacing legislation;
- g. where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- h. where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- i. any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- j. where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- k. where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- l. a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- a. Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- b. No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- a. To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- b. To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- a. an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained

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- from or provided by an Authority;
- b. a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
 - c. a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
 - d. any order, direction or other requirement given or made by an Authority;
 - e. an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
 - f. an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 27 in the strata scheme bearing folio identifier 27/SP51517;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- a. any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- b. a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- c. the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- d. an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- a. those parts of the common property which are occupied by the Permitted Works (once complete); and
- b. any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - i. only accessible from within that premises; or
 - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- a. the occupier of a lot, but only in relation to the lot occupied by that occupier;
- b. where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

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owner means:

- a. the owner of a lot, but only in relation to the lot owned by that owner;
- b. where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- c. where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 51517; and

strata scheme means the strata scheme relating to the strata plan.

Annexure below

Special By-Law 48

Major renovations & building works - Lot 150 (Unit 04) Waverly building

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 150 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by Gemma Morrow and dated 15th March 2018 attached to this by-law

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being Bathroom Renovation;

"Major Renovations By-Law" means SP 51517 Special By-Law No. 42 Major - Renovations as amended from time to time;

"Strata Scheme" means the NSW registered strata scheme Strata Plan 51517

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

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

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

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

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

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

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Annexure below

Special By-Law 49 Works - Lot 146

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. **Definitions & Interpretation**

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

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**apartment**" means a Lot in the strata scheme,
- c. "**annexure**" means the annexure to this by-law,
- d. "**building**" means the building in the strata scheme in which your apartment is located,
- e. "**common area**" means the common property in the strata scheme,
- f. "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

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- g. **“major renovations”** means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
- i. work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - ii. work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - iii. work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - iv. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

- h. **“minor renovations”** means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- i. **“strata scheme”** means the strata scheme to which this by-law applies, and
- j. **“you”** means an owner of an apartment and includes your successors in title.

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

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. **Major Renovations Approval Process**

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners

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corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- a. your name, address and telephone number,
- b. your apartment and Lot number,
- c. details of the major renovations,
- d. drawings, plans and specifications for the major renovations,
- e. an estimate of the duration and times of the major renovations,
- f. details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. **Conditions for Major Renovations**

4.1 Before the Major Renovations

4.4.1 Before commencing the major renovations, you must:

a. Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations

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b. Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

c. Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- i. licence,
- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy, and
- iv. home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

d. Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

e. Acoustic Consultant's Report

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

f. Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

g. Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

h. Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

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During the major renovations you must:

a. Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used

b. Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

c. Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

d. Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

e. Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

f. Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

g. Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

h. Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

i. Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

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j. Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

k. Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

l. Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

m. Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

n. Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

o. Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

p. Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

q. Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

r. Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

s. Variation to Major renovations

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not vary the major renovations without obtaining the prior written approval of the owners corporation,

t. Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

a. Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

b. Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

c. Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

d. Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

e. Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

f. Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

g. Acoustic Consultant's Report

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

4.4 Enduring Obligations

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You must:

a. Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

b. Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

c. Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

d. Flooring

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

e. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

f. Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

g. Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

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- b. cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

Annexure below

Special By-Law 50 Carspaces

1. Any part of a Lot designated for use for parking of motor vehicles must not be used by an Owner or Occupier for any other purpose without the prior consent of the Owners Corporation, including
 - a. As a storage area, except where the storage area is inside an approved enclosed garage or approved storage cages.
 - b. For the storage of highly flammable materials
2. An owner or occupier must not, except with the prior approval of the owners corporation, install or erect any storage facility, whether fixed or moveable, within a car space.
3. Special By-law No. 11 or 12 applies to the attaching of a door or a cage to or within a car space other than one existing at the date of registration of the Strata Plan

Special By-Law 51 Bathroom - Lot 109

PART 1

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PREAMBLE

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

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*;
- b. **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
- c. **Building** means the building situated at 780 Bourke Street, Redfern NSW 2016;
- d. **Lot** means lot 109 in Strata Plan No 51517;
- e. **Owner** means the owner for the time being of the Lot;
- f. **Works** means the works to be undertaken by the Owner as indicated in the "Main Bathroom" and "Ensuite" plans and "Specification of Main Bathroom Renovation" and "Specification of Ensuite Renovation" by Novale dated 12 July 2019 at **Annexure A** hereto, including but not limited to the following:
 - i. Demolition of bathroom, bathroom fittings and fixtures (in the main bathroom) including floor and wall coverings and tiles and entry door;
 - ii. Installation of new bathroom, bathroom fittings and fixtures (in the main bathroom) including new floor and wall coverings and tiles and entry door;
 - iii. Demolition of ensuite, ensuite fittings and fixtures including removal of floor and wall coverings and tiles and entry door;
 - iv. Installation of new ensuite, ensuite fittings and fixtures including new floor and wall coverings and tiles and entry door;
 - v. Renewal, alteration, removal, decommission and installation of water, drainage, sewerage and plumbing pipe works for the Lot (within existing capacities available to the Lot);
 - vi. Painting;
 - vii. Waterproofing works to waterproof the bathroom and ensuite;

together with the restoration of Lot, other lot and common property incidental to the above or otherwise damaged by the works in accordance with the provisions of this by-law and PROVIDED ALWAYS THAT:

- viii. The Works do not and will not overload common property, common property services (within their current respective capacities designated for the Lot) and under no circumstances will damage or interfere with the structural integrity and load bearing characteristics of the Lot, any other lot, the Building and/or any part thereof in particular any load bearing walls or structures;
- ix. The Works must ensure that (where the works situate) there is, and will be, no water escape or water penetration into the Lot, other lot or common property by reason of or in connection with the Works and that obligation will include the carrying out of all appropriate waterproofing works, use of appropriate waterproofing membranes and inspections;
- x. The Works are and will be subject to and comply with all applicable laws at all times.

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Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- e. references to legislation include references to amending and replacing legislation;
- f. a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- g. to the extent of any inconsistency between the by-laws applicable to Strata Plan No 51517 and this by-law, the provisions of this by-law shall prevail; and
- h. if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owner shall have:

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

PART 4

CONDITIONS

Before commencement

4.1 Before commencing the Works, the Owner must submit the following to the Owners Corporation, for the Owners Corporation's approval:

- a. details of the proposed dates of commencement and completion of the Works;
- b. all completed plans for the Works;
- c. a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - i. Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - ii. Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - iii. Workers compensation insurance;
- d. a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
- e. a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*; and
- f. upon request by the Owners Corporation, a dilapidation report:
 - i. in writing;
 - ii. prepared by a structural engineer who is approved by the Owners Corporation; and
 - iii. incorporating photographs of all areas of the Building which may be affected by the Works; and
- g. upon request by the Owners Corporation, a report from a suitably qualified consultant approved by the

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

4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation:

- a. suitable times and method for the Owner's contractor to access the Building; and
- b. suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

4.3 In performing the Works, the Owner must:

- a. transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- b. protect all areas of the Building, both internal and external to the Lot, from damage:
 - i. by the Works;
 - ii. by the transportation of construction material, equipment, debris and other material associated with the Works; and
 - iii. by the removal of any part of the Works.
- c. keep all areas of the Building outside the Lot clean and tidy;
- d. only perform the Works at the following times:
 - i. for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - ii. for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - iii. for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);
- e. provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- f. not carry out the Works on Sundays and public holidays;
- g. keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- h. immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- i. take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- j. ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- k. comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- l. ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and
- m. not vary the Works without first obtaining the consent in writing of the Owners Corporation.

4.4 The Works shall be carried out:

- a. in a proper and workmanlike manner;
- b. in accordance with the provisions of all applicable building codes and standards;
- c. in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;
- d. in accordance with the *Home Building Act 1989* (NSW);
- e. using materials that are new and fit for the purposes to which those materials are put;

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- f. by appropriately licensed contractors;
- g. with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- h. in a manner so as to result in the Works being reasonably fit for occupation.

Completion of the Works

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

- a. notify the Owners Corporation in writing that the Works have been completed;
- b. provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
- c. upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - i. the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - ii. all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

Default

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

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

Ongoing Responsibilities and Indemnity

4.7 The Owner must:

- a. carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- b. properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and
- c. properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.8 The Owner must provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation.

4.9 The Works shall remain the property of the Owner.

4.10 The Owner must indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether

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such part being common property or any lot, caused by, arising out of or related to the Works.

Cost of By-law, Approvals and Certification

4.11 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:

- a. the drafting and consideration of this by-law;
- b. approving any plans, drawings or other documentation for the Works; and
- c. obtaining and considering any certification in relation to the Works.

Where applicable: Bond

4.12 Before commencing the Works, the Owner must submit to the Owners Corporation a bond, in the sum of \$[xxx] or such other sum as determined by the Owners Corporation from time to time.

4.13 Upon the Owner's compliance with clauses 4.1 to 4.6 and 4.12 of this by-law, the Owners Corporation shall return the Bond to the Owner, less any amount recoverable by the Owners Corporation under this by-law.

4.14 Any amount payable by the Owner under this by-law which exceeds the Bond amount shall be:

- a. invoiced by the Owners Corporation to the Owner; and
- b. payable by the Owner on the date specified on the invoice as due and payable.

Annexure below

Special By-Law 52 Works - Lot 3 (Shop 3)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

- a. **"Lot"** means Lot 3 in the Strata Scheme.
- b. **"Owner"** means the owner for the time being of the Lot (being the current owner and all successors).
- c. **"Plans"** means the plans/drawings prepared by Inhabit Australia dated 19/03/2019 and Magic Glass dated 23 Aug 2021 attached to this by-law and marked as Annexure "A" and "B" respectively.
- d. **"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans;
- e. **"Major Renovations By-Law"** means Special By-Law No. 52 - Major Renovations as amended from time to time.
- f. "Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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- a. The authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. The special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. The exclusive use and enjoyment of the common property to be occupied by the Major Renovations,

On the conditions of this by-law.

4. Conditions

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

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

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

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

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

4.6 For the avoidance of doubt, this by-law operates as the approval of the owner's corporation of the Major Renovations for the purposes of the Major Renovations By-Law

Annexure below

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Special By-Law 53 Major renovation and building works - lot 33

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-law and this by-law.

2. Definitions

In this by-law:

- a. Lot means Lot 33 Argyle SP51517 in the Strata Scheme;
- b. Owner means the owner for the time being of the Lot (being the current owner and all successors);
- c. Plans means the plans/drawings prepared by Creative Habitat / Anthony Jackson and dated 3 February 2022 already submitted for the purposes of this by-law;
- d. Major Renovations means the alterations and additions to the Lot and common property described and shown in the Plans being replacement kitchen, bathroom, ensuite and flooring'
- e. Major Renovations By-law means Special By-law No. 42 – Major Renovations as amended from time to time;
- f. Strata Scheme means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-law will apply to the Major Renovations.

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

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

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

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

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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Annexures Removed

**If you are an owner and require these annexures
please contact Building Management Or Strata
Management**