

# By-Laws

Plan 54721

780 Bourke Street  
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 any thing 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 any thing 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 Definitions and interpretation

### 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.

"**Governmental 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.

"**Management Statement**" means the community management statement registered with the Community Plan.

"**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 this instrument.

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 the 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 Governmental Agency;
- e. a reference to any thing 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.

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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 this Special By-Law and that part of the common property

### Special By-Law 2 Behavior 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.



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### **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.

### **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

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not in immediate use.

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

A proprietor or occupier of a lot must promptly notify 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.

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

The council of the body corporate must use all reasonable endeavours to ensure the 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 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 common property, either solely or in conjunction with the 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.

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### 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 is not disposed of otherwise than by returning it to the proprietor or 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.

### 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 drained, 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 chute 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.

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### **Special By-Law 14 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.

### **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 gardens**

REPEALED

### **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

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Council's employees or contractors.

### **Special By-Law 21 Compliance with 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.

### **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 or 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.

24.2 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 lot, 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 all relevant Governmental Agencies; and
- c. ensure compliance with fire laws in respect of the Parcel or the lot.

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### Special By-Law 25 Signs

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

### 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

26.4 the Management Statement.

### Special By-Law 27 Cafe terrace

Without limitation by any other By-Law, the proprietors) for the time being of Lot 143 shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this By-Law ("Cafe Terrace Area") subject to the condition that the proprietors) must be responsible for the costs incurred in the proper maintenance, renewal, and keeping in a state of good and serviceable repair, of the Cafe Terrace Area.

#### THE SCHEDULE

The area marked "(a)" on the plan annexed and marked , "B".

Annexure below

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### **Special By-Law 28** **Cool room**

Without limitation by any other By-Law, the proprietors) for the time being of Lot 143 shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this By-Law ("Cool Room Area") including the right to install a cool room in the Cool Room Area, subject to the condition that the proprietors) must make good at the cost of the proprietors) any damage caused by removal of cool room and otherwise be responsible for the costs incurred in the proper maintenance, renewal, and keeping in a state of good and serviceable repair, of the Cool Room Area.

#### **THE SCHEDULE**

The area marked "(b)" on the plan annexed and marked "B".

### **Special By-Law 29** **Kitchen exhaust**

Without limitation by any other By-Law, the proprietors for the time being of Lot 143 shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this By-Law ("Kitchen Exhaust Area") including the right to install an exhaust fan in the Kitchen Exhaust Area 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 marked "(c)" on the plan annexed and marked "B".

### **Special By-Law 30** **Grease trap**

Without limitation by any other By-Law, the proprietors for the time being of Lot 143 shall be entitled to the exclusive use and enjoyment of that part of the common property described in the Schedule to this By-Law ("Grease Trap") subject to the conditions that the proprietor must be responsible for the costs incurred in the repair, maintenance and renewal of the Grease Trap and must comply with the requirements of Sydney Water and any other authority in relation to the use, repair, maintenance and renewal of the Grease Trap.

#### **THE SCHEDULE**

The area marked "(d)" on the plan annexed and marked "B".



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### Special By-Law 31 Windows - Lot 143

The owner or occupier of Lot 143 (including its employees, agents, invitees, lessees, and licensees) is entitled to the exclusive use and enjoyment of that part of the common property marked "(a)" on the plan annexed and marked "B" ("Window Area") including the right to install a sliding and/or folding windows in the Window Area subject to the following conditions:

1. the owner or occupier of Lot 143 must ensure that any works carried out on the common property pursuant to this by-law are carried out in a proper and workmanlike manner and in accordance with any relevant Australian standards;
2. the owner or occupier of Lot 143 is responsible for maintaining and repairing and keeping in a state of good and serviceable repair any windows installed in the common property pursuant to this by-law;
3. subject to (b) the owners corporation is responsible for maintaining and keeping in a state of good and serviceable repair the common property the subject of this by-law;
4. the owner of Lot 143 must make good any damage caused to the common property and the property of the owner or occupier of any lot in the strata scheme as a result of the installation, maintenance or repair of any windows pursuant to this by-law; and
5. the owner of Lot 143 indemnifies the owners corporation from and against any claims, demands and liability of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the exercise of the rights conferred by this by-law.

### Special By-Law 31 Carparking licence

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

#### 1. DEFINITIONS

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

"Owners Corporation" means The Owners - Strata Scheme No. 54721.

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

"Lots" means each lot in Strata Scheme 54721 and any strata plan of subdivision of any part of Strata Plan 54721.

#### 2. POWERS

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

### Special By-Law 32 Fencing - Lots 108 & 136

#### 1. DEFINITIONS

The following terms are defined to mean:

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“Owner” means the Owner or Owners for the time being of lots 108 and 136 in strata scheme 54721.

“Building Works” means works undertaken by the respective Owner to erect and install fences along the boundaries of their respective lot.

“Owners' Corporation” means The Owners Strata Plan no. 54721.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

## 2. RIGHTS

Despite by-law 5 of Schedule One of the Strata Schemes Management Act 1996 and subject to the conditions in paragraph 3 of this by-law, the Owner may install and maintain the Building Works on the boundaries of lots 108 and 136 and may erect the Building Works to Common Property where necessary.

## 3. CONDITIONS

### a. Maintenance

The Owner must properly maintain and keep the Common Property to which the Building Works are attached in a state of good and serviceable repair.

The Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably required from time to time.

### b. Style and Design

When carrying out the Building Works, the Owner must ensure the Building Works:

- i. are in keeping with the overall appearance of the building; and
- ii. are of a style, design, colour and specification as approved by the Owners' Corporation.

### c. Performance of Building Works

When carrying out the Building Works, the Owner must:

- i. protect all areas of the building outside their lot from damage when carrying out the Building Works;
- ii. keep all areas of the building outside their lot clean and tidy when carrying out the Building Works;
- iii. remove all debris resulting from the Building Works immediately from the lot; and
- iv. comply with the requirements of the Owners' Corporation to comply with any other by-laws concerning the installation of the Building Works.

### d. Liability

The Owner will be liable for any damage caused to any part of the Common Property as a result of the Building Works and will make good that damage immediately after it has occurred.

### e. Indemnity

The Owner must indemnify the Owners' Corporation against any loss or damage the Owners' Corporation suffers as a result of carrying out the Building Works on the Common Property including liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of any property of the Owner.

### f. Cost of Building Works

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The construction, installation, maintenance and repair of the Building Works will be at the cost of the Owners.

### **g. Licensed Contractor**

The Building Works shall be done:

- i. in a proper and workmanlike manner and by duly licensed contractors; and
- ii. in accordance with the drawings and specifications approved by:
  - a. the local council if the works are of a nature that requires development consent from the local council;
  - b. all other applicable regulatory authorities; and
  - c. the Owners' Corporation.

### **h. Owners fixtures**

The Building Works shall remain the Owner's fixtures.

#### **i. Right to remedy default**

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

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the parcel to carry out that work; and
- c. recover the costs of carrying out that work from the defaulting Owner.

## **Special By-Law 33 Power & authority**

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.

## **Special By-Law 34 Electronic notices**

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

## **Special By-Law 35 Outdoor fixtures**

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## 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 fixture approved by the community association from time to time,

"lot" means a lot in the strata scheme,

"louvers" means louvers referred to in the design guidelines,

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

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

"sun 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

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.

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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?

In assessing your application, the owners corporation must 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.

#### 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

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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.

### **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**

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You must ensure that you pay all costs associated with the installation of the outdoor fixture.

### q. Indemnity

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 By-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.

Annexure below

## Special By-Law 36 Works - Lot 89

### 1. Introduction



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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 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

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### 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.

### 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

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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 HomeBuilding 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**

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

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### **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,

### **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**

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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**

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**

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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**

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

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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
- 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**



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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 37 Works - Lot 18**

### **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**

This by-law:

"**Lot**" means Lot 18 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 consultants and attached to this by-law; (Annexure B)

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being Kitchen Renovations, En-suite and Family bathroom, laundry and flooring;

"**Major Renovations By-Law**" means Special By-Law No. 3 – 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.

4.2 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.

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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 of 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.

Annexure below

### Special By-Law 38 Works - Lot 6

#### 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 6 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 the lot owner; (Annexure C)

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being bathroom renovations;

"**Major Renovations By-Law**" means Special By-Law No. 3 – 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 of the bathrooms 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

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- 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 of 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.

Annexure below

### Special By-Law 39 Bathroom -Lot 132 (Unit H01)

#### PART 1

#### DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Insurance** means:
  - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - iii. workers compensation insurance as required by law.
- c. **Lot** means lot 132 in strata scheme 54721.
- d. **Owner** means the owner of the Lot from time to time.
- e. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 54721.
- f. **Works** means bathroom renovations to and associated with the Lot, in accordance with the quote prepared by Frame Construction Group dated 5 November 2019, attached to this by-law and marked annexure "A".
- g. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;

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- c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

### PART 2

#### GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

### PART 3

#### CONDITIONS

##### PART 3.1

##### Before commencement

- 3.1 Before commencement of the Works the Owner must:
  - a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

##### PART 3.2

##### During construction

- 3.2 Whilst the Works are in progress the Owner must:
  - a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - c. use reasonable endeavours to cause as little disruption as possible;
  - d. perform the Works during times reasonably approved by the Owners Corporation;
  - e. perform the Works within a period of 5 weeks from their commencement or such other period as reasonably approved by the Owners Corporation;
  - f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
  - i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
    - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
    - ii. if requested, that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5-year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.

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- j. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### PART 3.3

#### After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- d. if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### PART 3.4

#### Enduring rights and obligations

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Annexure below

### Special By-Law 40 Bathroom - Lot 24 (Unit G606)

#### 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,

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- 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 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.



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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**

4.1.1 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:



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- 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**

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**

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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,

**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,

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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**

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,

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### 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

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

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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
- 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**

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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.

## **Major Renovations and Building Works (Lot 142 – Unit G606)**

### **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 142 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 Stuart Wilson Constructions Pty Ltd and dated 12th August 2020 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 Master Bathroom and Ensuite renovations;

“**Major Renovations By-Law**” means Special By-Law No. 3 – 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.

4.2 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 of fittings comprised in those Major Renovations and that common property.



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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.

## Special By-Law 41 Bathroom - Lot 110 (Unit H212)

### 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 110 in the Strata Scheme;

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

**"Plans"** means the plans/drawings prepared by Domayne Bathroom and Kitchen Design attached to this by-law as Annexure "A";

**"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans being:

Main bathroom

- a. Laying drop sheets from the entry of the Lot to the bathroom;
- b. Disconnecting all plumbing and removal of existing products;
- c. Stripping all floor and wall tiles;
- d. Removal of render from the existing walls;
- e. Disposal of rubbish;
- f. Disconnecting and connecting all plumbing and pipework to modify and allow for hot and cold water run to the bathroom;
- g. Installation of small nib wall to accommodate the plumbing for washing machine and basin;
- h. Patching floor;
- i. Undertaking electrical works and chasing to connect to existing electricity;
- j. Patching ceiling;
- k. Installation of new wall rendering;
- l. Installation of two layers of waterproofing membrane to the floors, perimeter and shower walls;
- m. Screeding floor and level;
- n. Installation of new tiles to the bathroom floor and walls to the ceilings;
- o. Undertaking miter edging to corners;
- p. Connecting all electricals;
- q. Installation of HPM white linear power points and switches;
- r. Installation of SAL LED lights;



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- s. Installation of fixtures, fittings and accessories including without limitation new toilet suite, vanity, mirrored cabinet, bath, shower screen, shower mixer tap, taps and fittings;
- t. Undertaking finishing works and sealing all products to the walls; and
- u. Removal of any part of the bathroom Major Renovations.

**"Major renovations By-Law"** means Special By-Law No. 36 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.

4.2 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.

Annexure below

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## Special By-Law 42 Carspace

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 43 Bathroom - Lot 4 (Unit G304)

### 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 4 in the Strata Scheme; Strata Plan 54721

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

“**Scope of Works**” means the scope of works and supporting documents prepared by the contractor; (Annexure A)

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Scope of works being bathroom renovations.

“**Major Renovations By-Law**” means Special By-Law No.36 – 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 Major Renovations of the bathrooms strictly in accordance with the Scope of Works;
- b. the special privilege to, at the Owners cost, carry out the Major Renovations to the common property strictly in accordance with the Scope of Works; 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

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

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

4.3 The Owner must also, at the Owners 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 and 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.

**Annexures Removed**

**If you are an owner and require these annexures  
please contact Building Management Or Strata  
Management**