

By-Laws

Plan 62884

6-8 Crescent Street
East Redfern NSW 2016

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By-Law 1

Behaviour by proprietors and occupiers

1.1 An owner 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 owner or occupier of another lot or of any person lawfully using common property; or
- b. obstruct lawful use of common property by any person.

1.2 An owner 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 owner or occupier of another lot or to any person lawfully using common property.

By-Law 2

Clean and repair

An owner or occupier of a lot must keep the lot clean and in good repair.

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By-Law 3

Damage to common property

3.1 An owner or occupier of a lot must not damage or deface any structure that forms part of the common property other than in accordance with the Strata Schemes Management Act 2015.

3.2 An owner or occupier of a lot must reimburse the owners corporation for the cost of rectifying any damage to the common property due to an owner or occupier's breach of clause 3.1.

3.3 An owner or person authorised by an owner may install, without the consent of the owners corporation:

- a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or provided it complies with by-law 10 for the DP270095 "Moore Park Gardens Community Management Statement", or
- b. any screen or other device to prevent entry of animals or insects on the lot, or
- c. any internal structure or device to prevent harm to children

3.4 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.

3.5 Clause 3.3 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

3.6 The owner of a lot must:

- a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 3.3 that forms part of the common property and that services the lot, and
- b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 3.3 that forms part of the common property and that services the lot.

3.7 The rights set out in this by-law remain subject to the requirement for consent of the community association in relation to the affixing of shutters, blinds, canopies, awnings, bars, screens, security doors or other security devices, fly screens and fly screen doors.

By-Law 4

Moving of certain articles

4.1 An owner 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 owners corporation to be present.

4.2 An owner 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 4.1.

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By-Law 5 **Prevention of damage to common property**

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

5.2 An owner 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.

5.3 An owner 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 owners corporation; that consent not to be unreasonably withheld.

By-Law 6 **Security of common property**

An owner 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, an owner or occupier of a lot must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

By-Law 7 **Notification of Defects**

An owner 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 owners corporation.

By-Law 8 **Compensation to owners corporation**

The owner or occupier of a lot will be liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier.

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By-Law 9

Restricted use of common property

The strata committee 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:-

- a. 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 owners or occupiers of any part of the common property;
- b. permit, to the exclusion of owners 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;
- c. restrict by means of Key or other security device the access of owners or occupiers; and
- d. restrict by means of Key or other security device the access of the owners or occupiers of one level of the Parcel to any other level of the Parcel.

By-Law 10

Keys

10.1 If the strata committee restricts the access of the owners and occupiers under By-Law 9, the strata committee may make the number of Keys as it determines available to owners free of charge. The strata committee may charge a reasonable fee for any additional Key required by an owner.

10.2 An owner 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 owner or the owners corporation.

10.3 An owner 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 Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the owners corporation.

10.4 An owner or occupier of a lot must promptly notify the owners corporation if a Key is lost or destroyed.

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By-Law 11 Garbage

11.1 An owner 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.

11.2 An owner 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 owners corporation;
- b. recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the owners corporation must be stored in the area designated for the items by the owners corporation; and
- c. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property.

11.3 The owners corporation 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.

By-Law 12 Storage of flammable liquids

An owner or occupier of a lot must not:-

- a. except with the written consent of the owners corporation, 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 owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

By-Law 13 Animals

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

In accordance with section 139 (5) of the Management Act; An owner or occupier may keep, without the consent of the owners corporation, an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth. The owners corporation may require a person who keeps an assistance animal on a lot to produce evidence to the owners corporation that the animal is an assistance animal.

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By-Law 14 **Consent of owners corporation**

A consent given by the owners corporation 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 owner 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.

By-Law 15 **Complaints and applications**

Any complaint or application to the owners corporation or strata committee must be addressed in writing to the Managing Agent.

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By-Law 16

Provision of services by building manager

16.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these By-Laws, has the power and authority to enter into an agreement with an appropriately qualified building manager ("Manager") under which that company is responsible for providing services for the owners corporation and which agreement may provide, without limitation, for the following:

- a. the cleaning, caretaking, security, supervision and service of all or part of the common property, and any personal property vested in the owners corporation and for the general repair and maintenance or renewal and replacement of that common property;
- b. the supervision of any employees or contractors of the owners corporation;
- c. the control and supervision of the common property generally;
- d. a letting or property management and sales service;
- e. any other matter, activity or thing which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.

Privileges

16.2 Manager has the sole right to:

- a. conduct a Letting Service within the Strata Scheme; and
- b. conduct a real estate agency on the Strata Scheme.

Remunerations

16.3 An annual sum equivalent to 12.5% of the annual operational, management and maintenance costs of the Strata Scheme excluding the costs incurred by a Managing Agent.

Assignment

16.4 Manager has the right to assign its rights under the agreement to a respectable and responsible assignee.

Terminations

16.5 The agreement may be terminated by the owners corporation if the Manager.

- a. assigns its interest in the agreement in breach of assignment provisions;
- b. fails or neglects to carry out its duties after 21 days notice of same from the Community Association;
- c. is guilty of gross misconduct or gross negligence in performance of its duties; or
- d. enters into liquidation.

16.6 The agreement may be terminated by Manager.

- a. if the owners corporation fails or neglects to carry out its duties after 21 days notice of same from Manager;
- b. if the owners corporation fails to pay to the Manager its remuneration or other moneys payable within 14 days of the due date whether or not any formal demand has been made;
- c. if an order is made by the Supreme Court of New South Wales for variation or termination of the Strata Scheme; or
- d. at any time during the term of the agreement upon giving 3 months prior notice to the owners corporation.

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By-Law 17 **Managing agent**

The owners corporation must comply with By-Law 56 of the Management Statement.

By-Law 18 **Obstruction**

An owner or occupier of a lot must not use or obstruct or prevent use by any person contracted to the owners corporation ("Manager") under By-Law 16 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 owners corporation including, without limitation, for reception, office, storage, car parking space or other purposes.

By-Law 19 **Owners corporation indemnity**

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

By-Law 20 **Compliance with by-laws**

20.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these By-Laws. If an invitee does not comply with these By-Laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the Parcel the subject of the Strata Scheme.

20.2 An owner 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 lease or licensee comply with these By-Laws.

By-Law 21 **Compliance with laws**

21.1 An owner or occupier of a lot must at the owner'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 Governmental Agency.

21.2 An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the Strata Scheme.

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By-Law 22 **Insurance premiums**

22.1 An owner or occupier of a lot must not without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

22.2 The owners corporation must comply with By-Law 25 of the Management Statement.

By-Law 23 **Fire Control**

23.1 An owner 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.

23.2 The owners corporation or an owner 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.

By-Law 24 **Signs**

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

By-Law 25 **Rules**

25.1 The strata committee 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.

25.2 The strata committee may at any time add to or alter the rules.

25.3 The strata committee 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 Management Act;
- b. the Community Land Management Act 1989; or
- c. the Management Statement.

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By-Law 26 **Garage doors**

Without limitation by any other By-Law, the owners for the time being of each lot (not being a utility lot) shall be entitled respectively to install a 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 owner 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 owners corporation;
- b. each owner 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 owner must maintain the Garage Door to a standard and of a type and colour as may be prescribed by the owners corporation from time to time.

By-Law 27 **Electronic delivery of notices**

27.1 A document or notice may be served by the Owners Corporation, its secretary or strata 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.

27.2 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.

By-Law 28 **Notice board**

28.1 The Owners Corporation must cause at least one notice board to be affixed to some part of the common property.

28.2 Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

By-Law 29 **Licence of common property to building manager**

29.1 In addition to the functions, powers, authorities and duties conferred or imposed on it by or under the Strata Schemes Management Act 2015 and the by-laws, the owners corporation has the power and authority to:-

- a. licence part of the common property to the building manager as per By law 16 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 the building manager as per By law 16 and assigns to enable the operation of a letting and sales business from the common property.

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By-Law 30 Parking

30.1 If the lot comprises a space for car parking, such space (Car Space) must only be used for the parking of registered and operational motor vehicles and motor cycles, bicycles and boats and must not be used for any other purpose without the consent of the owners corporation, including:

- I. As a storage area except for inside approved garages, storage cages and boxes and that are kept in accordance with work, health and safety Standards;
- II. For the washing of vehicles or equipment; or
- III. For the carrying out of mechanical or other repairs;

30.2 An owner or occupier must not, except with the prior approval of the owners corporation, install or erect any storage facility, whether fixed or movable, within a car space.

30.3 A proprietor or occupier of a lot must not park or stand any vehicle on any part of the common property, without the prior written consent of the body corporate.

30.4 A proprietor or occupier of a lot may use the loading bay and visitor parking area only for loading and unloading and only in a manner which avoids or minimises obstruction or unreasonable interference with use of the area by other proprietors or occupiers.

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By-Law 31 Definitions and Interpretation

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

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

"Council" means South Sydney Council.

"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 By-Law 26 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 By-Law 26 and that part of the common property.

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

"Management Act" means the Strata Schemes Management Act, 2015.

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

"Management Statement" means the community management statement registered with Community Plan 270095.

"owners corporation" means the owners corporation for the strata scheme.

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

"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.

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

"Strata Plan" means a strata plan under the Strata Titles legislation.

"Strata Titles legislation" means the Strata Schemes Management Act 2015 the Management Act and cognate legislation.

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

- a. headings are for convenience only and do not affect the interpretation of the 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 owners corporation and any Governmental Agency;
- e. a reference to any thing includes a part of that thing;
- f. a reference to a 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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By-Law 32 Installation of flooring

1. Scope of by law

Subject to the conditions in paragraph 3, the Owners must not install and maintain Flooring in their lots, except in accordance with the provisions of this by law.

2. Conditions maintenance

- i. The Owners must properly maintain and keep the common property to which their Flooring is attached in a state of good and serviceable repair.
- ii. The Owners must properly maintain and keep the Flooring in a state of good and serviceable repair and must replace the Flooring as required from time to time.

Noise

- iii. The Owners must ensure that their Flooring does not transmit noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.
- iv. The Owners must ensure that all Flooring is covered or otherwise treated to an extent sufficient to prevent the transmission of noise to another lot.

Works

- v. When preparing, installing or laying floor surfaces in lots, the Owners must:
 - a. first obtain the approval of the strata committee in writing before any work is carried out in relation to Flooring;
 - b. only install or lay a type of floor surface that is of a style, design & specification as approved by the strata committee from time to time;
 - c. protect all areas of the building outside their lot from damage when carrying out work in relation to Flooring;
 - d. remove all debris resulting from work in relation to Flooring immediately from the building;
 - e. comply with the requirements of the owners corporation to comply with any other by-laws in relation to Flooring; and
 - f. comply with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 62 or its approximate equivalent Weighted Normalized Impact Sound Pressure Level ($L_{n,w}$) of 48.
 - g. If no suitable product can be found as per (f), then an equivalent specification from a manufacturer may be considered by the committee prior to application, if the like for like performance is comparable to (f) above
 - h. Comply with installation guidelines specified as part of a flooring application's approval including:
 - i. where applicable, at the time of laying the acoustic underlay, seek approval of the owner's corporation or its agent to inspect and verify the underlay meets the approved applications standards before seeking authority to proceed with the next stage of works i.e. before laying the selected floor system over the underlay or over a prepared floor slab.
 - ii. stop selected floor system with minimum 5mm (air-gap) short of walls, hobs, fixed furnishings (benches, cupboards, etc) and floor transition strips. Gap to be filled with resilient caulking compound and/or a foam strip.
 - iii. where applicable, prior to the time of installing skirting, seek approval of the owner's corporation or its agent to inspect and verify the minimum 5mm air-gap meets the requirements of this by-law. Skirting boards are to be installed with no

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- mechanical connection to the installed flooring or floor slab.
- iv. comply with any reasonable request by the owners or it's agent at any time to inspect the materials, works, and produce documentation that demonstrates the flooring is in accordance with the approved application
 - i. Comply with any request by the owners or it's agent to immediately cease works if any other request is not met, or, found to be in conflict with the approved works.

Flooring Costs & Maintenance

- vi. The installation, maintenance and repair of the Flooring will be at the cost of the Owner.

By-Law 33 Outdoor fixtures

1. Introduction

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

2. Definitions

In this by-law:

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

"lot" means a lot in the strata scheme,

"louvers" means louvers 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

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for the purposes of this by-law (if any).

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

Your application must contain:

- i. Your name, address and telephone number,
- ii. Your lot number and apartment number,
- iii. Information about the outdoor fixture including:
 - a. drawings, plans and specifications for the outdoor fixture,
 - b. a description of the appearance of the outdoor fixture including its colour and the materials from which it will be made, and
 - c. information about the proposed location of the outdoor fixture, and
- iv. Your written consent to this by-law.

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

5. What Criteria Does the Owners Corporation Consider?

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

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contractor who will install the outdoor fixture.

c. **Quality of Workmanship**

The outdoor fixture must be installed in a proper and workmanlike manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used.

d. **Holes and Waterproofing**

Any holes or penetrations made during the installation of the outdoor fixture must be adequately sealed, waterproofed and, if necessary, fire proofed.

e. **Building Code of Australia and Australian Standards**

The outdoor fixture must be built and installed in accordance with any specifications for it. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the outdoor fixture must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

f. **Period for Installation**

The outdoor fixture must be installed with due diligence and within a reasonable period from the date of commencement.

g. **Disturbance**

Only minimum disturbance may be caused to the common property and the owners and occupiers of the other lots during the installation of the outdoor fixture.

h. **Transportation of Construction Equipment**

All construction materials and equipment must be transported in accordance with any manner reasonably directed by the owners corporation.

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

You must make sure that no building materials are stored on the common property during work on the outdoor fixture.

j. **Protection of Building**

You must protect the common property that is affected by work on the outdoor fixture from damage, dirt, dust and debris and ensure that any such common property is protected by covers and mats when construction materials, equipment and debris are transported over it.

k. **Maintenance & Repairs**

You must properly maintain the outdoor fixture and keep it in a state of good and serviceable repair and, when necessary, renew or replace the outdoor fixture or any part of it.

l. **Repair of Damage**

You must make good any damage to the common property caused as a result of the outdoor fixture no matter when such damage may become evident.

m. **Noise and Disturbance**

You must ensure that the outdoor fixture does not generate any noise or vibrations that are likely to disturb the peaceful enjoyment of the owner or occupier of another lot or any person on common property.

n. **Appearance**

You must ensure that the outdoor fixture has an appearance that is in keeping with the rest of the strata scheme when viewed from outside your lot.

o. **Power for the Outdoor Fixture**

You must ensure that any electrical power for the outdoor fixture is metered and charged to your account.

p. **Costs of Installing Outdoor Fixture**

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

q. **Indemnity**

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.

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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 2015*, 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. **Strata Committee Approval**

Despite any other clause in this by-law, the strata 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 section 108 or 143 of the *Strata Schemes Management Act 2015* 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 section 108 or 143 of the *Strata Schemes Management Act 2015* by a special resolution at a general meeting of the owners corporation.

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Cosmetic works by-law

1. Introduction

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

2. Definitions & Interpretation

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

- a. **“Act”** means the *Strata Schemes Management Act 2015*,
- b. **“apartment”** means a lot in the strata scheme,
- c. **“building”** means the building in the strata scheme in which your apartment is located,
- d. **“common area”** means the common property in the strata scheme,
- e. **“cosmetic work”** means any work to a common area in the building in connection with your apartment for the following purposes:
 - i. installing or replacing hooks, nails, screws or the like for hanging paintings and other things on internal walls,
 - ii. installing any device used to affix decorative items to the internal surfaces of walls in your

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- apartment,
 - iii. installing or replacing handrails,
 - iv. painting,
 - v. filling minor holes and cracks in internal walls,
 - vi. laying carpet,
 - vii. installing or replacing built-in wardrobes,
 - viii. installing or replacing internal blinds and curtains,
 - ix. installing any locking or other safety device to improve safety within your apartment,
 - x. installing any locking or other safety device for protection of your apartment against intruders,
 - xi. installing any screen in compliance with Community Management Statement Bylaw 10, or other device to prevent entry of animals or insects on your apartment,
 - xii. installing any internal structure or device to prevent harm to children, but cannot include non-cosmetic work,
- f. **“non-cosmetic work”** means:
- i. work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - ii. work involving structural changes,
 - iii. work that changes the external appearance of an apartment, including the installation of an external access ramp,
 - iv. work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
 - v. work involving waterproofing or the plumbing or exhaust system of a building,
 - vi. work involving reconfiguring walls,
 - vii. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- g. **“strata scheme”** means the strata scheme to which this by-law applies, and
- h. **“you”** means an owner of an apartment and includes your successors in title.

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

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

3. Cosmetic Work

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

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

4 Rules for Cosmetic Work

4.1 During Cosmetic Work

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

- a. **Standard of Workmanship**
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- b. **Quality of Cosmetic Work**
make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- c. **Time for Completion of Cosmetic Work**
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- d. **Times for Cosmetic Work**
Renovation work must only be carried out between 7.00am to 6.00pm weekdays and 8.00am to 1.00pm Saturdays. Renovation work is not permitted on Sunday's or public holidays. Renovation work that involves loud repetitive noise (jack hammering, banging, drilling or any loud percussion tools must be restricted to after 8.00am and is not permitted on weekends. Contractors must adhere to any restrictions in regards to loud repetitive noise imposed by building management.
- e. **Appearance of Cosmetic Work**
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- f. **Noise During Cosmetic Work**
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- g. **Transportation of Construction Equipment**
ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owner's corporation and in a manner that does not cause damage to the building,
- h. **Debris**
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation
- i. **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- j. **Protection of Building**
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- k. **Daily Cleaning**
clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,
- l. **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,
- m. **Costs of Cosmetic work**
pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

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You must:

- a. **Maintenance of Cosmetic Work**
properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,
- b. **Repair Damage**
repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,
- c. **Prevent Excessive Noise**
ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- d. **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,
- e. **Comply with the Law**
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

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

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

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

6. Specification of Additional Cosmetic Work

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

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

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

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By-Law 35 Minor Renovations by-law

1. Introduction

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

2. Definitions & Interpretation

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

- a. **"Act"** means the *Strata Schemes Management Act 2015*,
- b. **"apartment"** means a lot in the strata scheme,
- c. **"building"** means the building in the strata scheme in which your apartment is located,
- d. **"common area"** means the common property in the strata scheme,
- e. **"minor renovations"** means any work to a common area in the building in connection with your apartment for the following purposes:
 - i. renovating a kitchen,
 - ii. renovating a bathroom in a manner that does not involve waterproofing,
 - iii. renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - iv. changing recessed light fittings,
 - v. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vi. installing or replacing wood or other hard floors, provided this complies with all other bylaws.
 - vii. installing or replacing wiring or cabling or power or access points,
 - viii. installing or replacing pipes and ducts,
 - ix. work involving reconfiguring walls in a manner that does not involve structural changes,
 - x. installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - xi. installing a heat pump or hot water service,
 - xii. installing ceiling insulation, but cannot include non-minor renovations,
- f. **"non-minor renovations"** means:
 - i. work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - ii. work involving structural changes,
 - iii. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - iv. work involving waterproofing,
 - v. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
 - vi. work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- g. **"strata scheme"** means the strata scheme to which this by-law applies, and
- h. **"you"** means an owner of an apartment and includes your successors in title.

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

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

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

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

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

3.2 The Approval Process

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

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

3.2.3 Your application must contain:

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

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

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

3.2.6 The owners corporation may:

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

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

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

- a. **Prior Notice**

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

b. Contractor's Licence and Insurance Details

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

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

c. Engineer's Report

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

d. Acoustic Consultant's Report

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

If the Minor Renovations will involve installing a reverse cycle split system Air conditioning system, then the sound pressure level measured at 1.0m from the external unit must not exceed 50dB(a).

e. Dilapidation Report

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

f. Bond

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

g. Costs

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

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

4.2 During the Minor renovations

During the minor renovations you must:

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a. Standard of Workmanship

ensure the minor 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 Minor Renovations

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

c. Time for Completion of Minor Renovations

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

d. Times for Minor Renovations

Renovation work must only be carried out between 7.00am to 6.00pm weekdays and 8.00am to 1.00pm Saturdays. Renovation work is not permitted on Sunday's or public holidays. Renovation work that involves loud repetitive noise (jack hammering, banging, drilling or any loud percussion tools) must be restricted to after 8.00am and is not permitted on weekends. Contractors must adhere to any restrictions in regards to loud repetitive noise imposed by building management.

e. Times for Operation of Noisy Equipment

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

f. Appearance of Minor Renovations

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

g. Noise During Minor Renovations

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

h. Transportation of Construction Equipment

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

i. Debris

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

j. Storage of Building Materials on Common Areas

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

k. Protection of Building

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

l. Daily Cleaning

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

m. Interruption to Services

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

n. Access

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

o. Vehicles

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

p. Security

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

q. Variation to Minor Renovations

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

r. Costs of Minor renovations

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

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

a. Notify the Owners Corporation

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

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b. Access

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

c. Restore the Common Areas

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

d. Expert's Report

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

e. Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

a. Maintenance of Minor Renovations

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

b. Repair Damage

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

c. Prevent Excessive Noise

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

d. Flooring

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

e. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims,

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

f. Insurance

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

g. Comply with the Law

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

5. Bond

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

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

6. Breach of this By-Law

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

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

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

7. Approvals

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

8. Specification of Additional Minor Renovations

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

9. Decision of Owners Corporation not to Maintain Minor Renovations

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To avoid doubt, the owners corporation determines that:

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

By-Law 36 Major works by-law

1. Introduction

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

2. Definitions & Interpretation

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

- a. **"Act"** means the *Strata Schemes Management Act 2015*,
- b. **"apartment"** means a lot in the strata scheme,
- c. **"annexure"** means the annexure to this by-law,
- d. **"building"** means the building in the strata scheme in which your apartment is located,
- e. **"common area"** means the common property in the strata scheme,
- f. **"cosmetic work"** means cosmetic work for the purposes of section 109 of the Act
- 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, or installation of a new window in a boundary wall of your apartment,
 - iii. Awning, pergola, vergola except where this is permitted via the existing outdoor fixtures by-law
 - iv. work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - v. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

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,

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

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

3.1 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 are no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

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

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

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

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

3.2.7 The owners corporation may:

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

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

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

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4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

a. Prior Notice

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

b. Local Council Approval

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

c. Contractor's Licence and Insurance Details

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

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

d. Engineer's Report

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

e. Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings. The acoustic properties of any new flooring must comply with the requirements of the flooring by-law and all other bylaws,

f. Dilapidation Report

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

g. Bond

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

h. Costs

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

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

4.2 During the Major Renovations

During the major renovations you must:

a. Standard of Workmanship

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

b. Quality of Major Renovations

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

c. Time for Completion of Major Renovations

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

d. Times for Major Renovations

Renovation work must only be carried out between 7.00am to 6.00pm weekdays and 8.00am to 1.00pm Saturdays. Renovation work is not permitted on Sunday's or public holidays. Renovation work that involves loud repetitive noise (jack hammering, banging, drilling or any loud percussion tools) must be restricted to after 8.00am and is not permitted on weekends. Contractors must adhere to any restrictions in regards to loud repetitive noise imposed by building management.

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

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apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

i. Transportation of Construction Equipment

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

j. Debris

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

k. Storage of Building Materials on Common Areas

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

l. Protection of Building

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

m. Building Integrity

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

n. Daily Cleaning

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

o. Interruption to Services

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

p. Access

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

q. Vehicles

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

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r. **Security**

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

s. **Variation to Major renovations**

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

t. **Costs of Major renovations**

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

4.3 After the Major Renovations

After the major renovations have been completed, you must:

a. **Notify the owners corporation**

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

b. **Access**

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

c. **Obtain Planning Certificates**

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

d. **Restore the Common Areas**

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

e. **Engineer's Report**

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

f. **Expert's Report**

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

g. **Acoustic Consultant's Report**

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

4.4 Enduring Obligations

You must:

a. Maintenance of Major Renovations

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

b. Repair Damage

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

c. Prevent Excessive Noise

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

d. Flooring

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

e. Indemnity

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

f. Insurance

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

g. Comply with the Law

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).

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5. Bond

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

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

6. Breach of this By-Law

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

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

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

7. Common Property Rights By-Law

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

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

Annexure below

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By-Law 37 **Drying of laundry**

37.1 An owner or occupier of a lot is permitted to dry laundry (washing), on a balcony or in a courtyard that forms part of their lot under the following conditions:

- i. washing may only be hung for a reasonable period,
- ii. washing may only be hung on a permanent fixture approved by the Owners Corporation or on a temporary drying stand (e.g. folding clothes horse) that:
 - a. when in use does not exceed the height of a balcony balustrade, a concrete barrier installed in lieu of a balcony balustrade or a courtyard fence,
 - b. is in keeping with the appearance of the building.

37.2 Permanent drying structures cannot be installed without written approval from the Owners Corporation.

All permanent fixtures must:

- a. be installed at or below the height of a balcony balustrade, a concrete barrier installed in lieu of a balcony balustrade or a courtyard fence,
- b. when not in use fold down against a wall or retract inside an enclosure attached to a wall, and
- c. be in keeping with the appearance of the building.

37.3 Washing may not be hung on balcony balustrades, a concrete barrier installed in lieu of a balcony balustrade, a courtyard fence, window sills or any other common property fitting or fixture at any time.

37.4 Owners or Occupier of Lot must remove any washing or fixture (temporary or permanent) that does comply with this by-law when instructed to do so. The Owner or Occupier must comply with all such requests without delay i.e. compliance cannot be delayed until their washing is dried.

37.5 In this by-law "washing" includes any clothing, towel, bedding or other article of a similar type being air-dried including, but not limited to, outdoor items (such as tents and sleeping bags), equipment covers and floor coverings.

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By-Law 38 Appearance of lot

38.1 An Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

38.2 An Owner or Occupier of a Lot must not store or keep any item on balconies and courtyards, in a manner:

- a. deemed to be a fire, pestilence or safety hazard by the Owners Corporation (this by-law operates in conjunction with By-Law 12 Storage of Flammable Liquids);
- b. that detracts from the overall appearance of the building.

38.3 An Owner or Occupier of a Lot must not store household items in bulk on a balcony or courtyard for more than 72 hours without prior approval of the Owners Corporation. This includes, but is not limited to, temporary storage to accommodate cleaning, renovation or relocation activities within a lot.

38.4 An Owner or Occupier of a Lot must not fix or place objects (including hanging plants) on a balcony balustrade, a concrete barrier installed in lieu of a balcony balustrade, or courtyard fence in a manner that:

- a. creates a potential hazard for neighbouring lots or lots on a lower level of the building
- b. unreasonably impacts the good condition of neighbouring lots or lots on a lower level (such as, but not limited to, the shedding of leaves, running water, wind-blown detritus and other foreign objects);
- c. that detracts from the overall appearance of the building.

38.5 Owners and occupiers of lots must ensure that any furniture, possessions and other item on balconies and courtyards are secured or safely stored in order to prevent any item from blowing away or falling from the balcony or courtyard.

38.6 Owners and occupiers of lots are responsible for any damage or loss occasioned by items falling from balconies or courtyards attached to their lot.

38.7 This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with *By-law 28 Drying of Laundry*.

38.8 This by-law serves to clarify the obligations of owners and occupiers in relation to one aspect of maintaining the overall appearance of a lot in keeping with the rest of the building.

Special By-Law 1 Renovations to Lots 86 & 88

1. Scope of by law

Subject to the conditions in paragraph 3, the Owners must not install and maintain Flooring in their lots, except in accordance with the provisions of this by law.

2. Conditions maintenance

- i. The Owners must properly maintain and keep the common property to which their Flooring is attached in a state of good and serviceable repair.
- ii. The Owners must properly maintain and keep the Flooring in a state of good and serviceable

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repair and must replace the Flooring as required from time to time.

Noise

- iii. The Owners must ensure that their Flooring does not transmit noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.
- iv. The Owners must ensure that all Flooring is covered or otherwise treated to an extent sufficient to prevent the transmission of noise to another lot.

Works

- v. When preparing, installing or laying floor surfaces in lots, the Owners must:
 - a. first obtain the approval of the strata committee in writing before any work is carried out in relation to Flooring;
 - b. Only install or lay a type of floor surface that is of a style, design & specification as approved by the strata committee from time to time;
 - c. protect all areas of the building outside their lot from damage when carrying out work in relation to Flooring;
 - d. remove all debris resulting from work in relation to Flooring immediately from the building;
 - e. comply with the requirements of the owners corporation to comply with any other by-laws in relation to Flooring; and
 - f. comply with a noise/impact isolation product equal or better than an Impact Insulation Class (IIC) rating of 62 or its approximate equivalent Weighted Normalized Impact Sound Pressure Level (LnT,w) of 48. To achieve compliance, a minimum of 5mm thick rubber based acoustic underlay is preferred. The underlay should be rubber based, similar to Acoustic Supplies Vibramat, or equivalent.
 - g. If no suitable product can be found as per (f), then an equivalent specification from a manufacturer may be considered by the committee prior to application, if the like for like performance is comparable to (f) above
 - h. Comply with installation guidelines specified as part of a flooring application's approval including:
 - i. where applicable, at the time of laying the acoustic underlay, seek approval of the owner's corporation or its agent to inspect and verify the underlay meets the approved applications standards before seeking authority to proceed with the next stage of works i.e. before laying the selected floor system over the underlay or over a prepared floor slab.
 - ii. stop selected floor system with minimum 5mm (air-gap) short of walls, hobs, fixed furnishings (benches, cupboards, etc) and floor transition strips. Gap to be filled with resilient caulking compound and/or a foam strip.
 - iii. where applicable, prior to the time of installing skirting, seek approval of the owner's corporation or it's agent to inspect and verify the minimum 5mm air-gap meets the requirements of this by-law. Skirting boards are to be installed with no mechanical connection to the installed flooring or floor slab.
 - iv. comply with any reasonable request by the owners or it's agent at any time to inspect the materials, works, and produce documentation that demonstrates the flooring is in accordance with the approved application
 - i. Comply with any request by the owners or it's agent to immediately cease works if any other request is not met, or, found to be in conflict with the approved works.

Flooring Costs & Maintenance

- vi. The installation, maintenance and repair of the Flooring will be at the cost of the Owner.

Special By-Law 2

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Unauthorised renovations Lot 95

1. Introduction

- a. This by-law concerns renovations which were carried out to apartment C707 (which is also known as Lot 95) and the surrounding common property without the approval of the owners corporation.
- b. The by-law imposes obligations on the owner of apartment C707 in relation to those renovations but does not operate to confer the approval of the owners corporation for the renovations.
- c. The by-law is made for the purpose of the control, management, administration, use and enjoyment of apartment C707 and the other lots and common property in the building.

2. Definitions & Interpretation

- a. In this by-law:

"lot" means lot 95 in Strata Plan No 62884.

"owner" means the owner for the time being of the lot (which includes the successors in title of the current owner), and

"renovations" means new floor tiles laid in the bathroom and kitchen of the lot, a new waterproof membrane laid on the floor of the bathroom of the lot and new cupboards and built ins installed in the bathroom and kitchen of the lot.

- b. In this by-law, any reference to "renovations" includes the whole or any part of the renovations.
- c. The provisions of this by-law operate to the extent permitted by law.
- d. If any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, it shall be ignored, read down or severed so far as is possible in order to preserve the legality, validity and enforceability of the remaining provisions of this by-law.

3. Owner's Maintenance and Repair Obligations

- a. The owner must, at the owner's own cost, properly maintain and keep in a state of good and serviceable repair the renovations.
- b. The owner must, at the owner's own cost, when necessary, renew or replace any fixtures or fittings that are comprised in the renovations.
- c. The owner must, at the owner's own cost, make good and repair any damage caused to any other part of the building by or as a result of the renovations or the maintenance, repair, renewal or replacement of the renovations.
- d. The obligations imposed on the owner under this part of the by-law operate despite section 62 of the *Strata Schemes Management Act 2015*.

4. Owner's Indemnity Obligations

The owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, damages, costs and expenses which may be brought or made against or incurred by the Owners Corporation because of or arising out of the renovations or the altered state or use of the common property arising from the renovations including, but not limited to:

- a. any increase in an insurance premium payable by the owners corporation,
- b. any damages payable by the owners corporation to other owners or occupiers who make claims against the owners corporation for compensation, and
- c. any costs or expenses incurred by the owners corporation repairing any damage caused by or

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attributable to the renovations.

5. Renovations Remain Unauthorised

- a. Nothing in this by-law operates to confer the approval of the owners corporation for the renovations.
- b. Nothing in this by-law limits the rights of or the remedies available to the owners corporation in relation to the owner or the renovations.
- c. Without limiting the generality of the foregoing, the owners corporation shall be entitled to remove, or apply to a court or tribunal for the removal of, the renovations.

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Special By-Law 3 Renovations Lot 82

1. Introduction

- a. This by-law concerns renovations that have been approved to be carried out to apartment C702 (also known as Lot 82) and the surrounding common property.
- b. The by-law imposes obligations on the owner of apartment C702 in relation to those renovations

2. Definitions and Interpretation

- a. In this by-law:

“lot” means lot 82 in Strata Plan No 62884

“owner” means the owner for the time being of the lot (which includes the successors in title of the current owner), and

“renovations” means an exhaust fan installed in the ceiling space above the ensuite bathroom and ducts installed in the ceiling space above the ensuite bathroom and the kitchen and vents installed in the roof above the bathroom and kitchen and the removal of two sections of internal walls as set out in the renovation application dated 31 July 2013 including sections of those walls within the ceiling space. In this by-law any reference to “renovations” includes the whole or any part of the renovations.

3. Owner’s Maintenance and repair Obligations

- a. The owner must, at the owner’s own cost, properly maintain and keep in a state of good and serviceable repair the renovations.
- b. The owner must, at the owner’s own cost, when necessary, renew or replace any fixtures or fittings that are comprised in the renovations.
- c. The owner must, at the owner’s own cost, make good and repair any damage caused to any other part of the building by or as a result of the renovations or the maintenance, repair, renewal or replacement of the renovation.
- d. The obligations imposed on the owner under this part of the by-law operate despite section 62 of the Strata Schemes Management Act 2015.

4. Owner’s Indemnity Obligations

The owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, damages, costs and expenses which may be brought or made against or incurred by the owners corporation because of or arising out of the renovations or the altered state or use or use of the common property arising from the renovations including, but not limited to:

- a. Any increase in an insurance premium payable by the owners corporation,
- b. Any damages payable by the owners corporation to other owners or occupiers who make claims against the owners corporation for compensation, and
- c. Any costs or expenses incurred by the owners corporation repairing any damage caused by or attributable to the renovations.

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Special By-Law 4 Renovations Lot 46

1. Introduction

1.1 This by-law gives the Owner of lot 46 (C414) the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by law.

2. Authorisation for Major Renovations

The owners corporation grants the Owner:

2.1. The authority to carry out bathroom and laundry renovations comprising of:

- a. Removal of the existing bathroom and in bathroom laundry fit-outs
- b. Removal of the existing non-structural wall separating the laundry and bathroom
- c. Removal of the existing bathroom door frame and installation of a sliding door mechanism
- d. Installation of a new screed and waterproof membrane and reinstatement of bathroom tiles, fixtures and fittings within the existing bathroom footprint using existing floor wastes
- e. The special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans (**attachment B**) submitted 19 January 2018; 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 tiles, fixtures, fittings or membranes comprised in those Major Renovations and that common property.

4.4 The owner's corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

Annexure below

Special By-Law 5 Major renovations and building works Lot 82

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:

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"**Lot**" means Lot 82 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 Jenwhite Design Interiors and dated 3 September 2018 attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being; Demolish existing fit out of the bathroom on Level 7 and install new fit out including waterproof membrane, tiles, joinery and fittings;

"**Major Renovations By-Law**" means By-Law 36 - Major Works By-Law 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
- c. the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

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

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

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures 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 purpose of the Major Renovations By-Law.

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Special By-Law 6 Smoking

- a. An Owner, Occupier or Authorised User must not smoke any cigarette, cigar or **any other substance** on the Common Property including within the Recreational Facilities and Reception Area.
- b. Smoke from smoking by an Owner, Occupier or Authorised User within a lot must not be allowed to escape from that lot to interfere with the enjoyment of any person lawfully using common property.
- c. Escape of smoke **from smoking** from a lot must not be allowed to cause a nuisance or health hazard that would interfere with the enjoyment of the owner or occupier of another lot.
- d. For the avoidance of doubt, a lot includes balconies, terraces or courtyards of either lot.

Special By-Law 7 Major works - lot 28

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 28 in strata scheme 62884.
- 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. 62884.
- f. **Works** means all building works and all related services supplied in accordance with the:
 - i. Scope of Works, annexed to this by-law and marked Annexure "A"; and
 - ii. Unique Bath and Kitchens Quote dated 13 September 2021, and annexed to this by-law and marked Annexure "B".
- 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;
- 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

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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 reasonable period of time 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. 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.
- 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

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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; and
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

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. is responsible for any expected operation and/or maintenance costs associated with the Works;
- d. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- e. remains liable for any damage to lot or common property arising out of the Works;
- f. must make good any damage to lot or common property arising out of the Works; and
- g. 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 8 Major Renovations and building works Lot 95

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 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 attached to this by-law;

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

"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.

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3. Authorisation for Major Renovations

The owners corporation grants the Owner:

the authority to carry out the Major Renovations strictly in accordance with the

- a. 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

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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.

Annexures Removed

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