

# Consolidated by-laws

The Owners—Strata Plan No 7679

36 Osborne Road, Manly 2095

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# Schedule 1 Consolidated By-Laws

## 1 Parking

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### 1.1 Parking restrictions

The following parking restrictions apply:

- (a) Owners and occupiers of lots must not park, stand, rest, leave or keep ("**Park**") vehicles:
  - (i) in the visitors car spaces (nor facilitate any person who is not a genuine visitor to the parcel to so Park a vehicle); nor
  - (ii) on any part of the common property that is not a car space (nor facilitate any person who is not an owner or occupier of a lot to so Park a vehicle);
- (b) Visitors to the parcel must not Park vehicles:
  - (i) in the visitors car spaces for more than 48 hours in any continuous period of 72 hours; or
  - (ii) anywhere that is not a visitors car space,unless the owners corporation has provided its written consent to permitting such alternative arrangements.

### 1.2 Remedies

- (a) If an owner or occupier Parks a vehicle in contravention of clause 1.1 (or facilitates any person to so Park a vehicle) the owners corporation may give that owner or occupier a notice under this clause 1.2(a) ("**Strike Notice**") to the effect that the owners corporation has formed the view that they have breached this by-law and the effect of clause 1.2(b) below.
- (b) If a vehicle remains Parked in contravention of this by-law for 24 hours or more following the giving of a Strike Notice under this by-law, the owners corporation may in its absolute sole discretion do any or all of the following:
  - (i) erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("**Block In**"); or
  - (ii) arrange for a vehicle of that owner or occupier that is Parked in contravention of this by-law to be towed off the parcel and onto a public street ("**Tow Away**").
- (c) The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached any by-law of the strata scheme.
- (d) Owners and occupiers of lots:
  - (i) acknowledge and agree that a Block In or a Tow Away is not a penalty for breach of a by-law;
  - (ii) waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Block In or a Tow Away;
  - (iii) agree to the owners corporation putting effect to a Block In or a Tow Away in accordance with this by-law; and
  - (iv) acknowledge and agree that this by-law is an agreement or arrangement in place with respect to any vehicle the subject of this by-law as contemplated by Section 651C of the Local Government Act 1993.
- (e) If the owners corporation Blocks In or Tows Away a vehicle the owners corporation must not:

- (i) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
- (ii) demand any payment for or in relation to the release of the vehicle.

### 1.3 Provision of information

- (a) Owners and occupiers must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.
- (b) The owners corporation is to keep and use the information gathered pursuant to clause 1.3(a) only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.

### 1.4 Giving of Strike Notices

A Strike Notice is deemed to have been properly given under this by-law if:

- (a) It is left on the offending vehicle, including without limitation under a windscreen wiper or affixed by means of tape to the windscreen; and
- (b) It contains the following words:

#### **STRIKE NOTICE**

*The owners corporation of this strata scheme has formed the view that you parked a vehicle in contravention of the Parking Restrictions and/or in breach of the by-law of the strata scheme which regulates parking. This notice is a "Strike Notice" within the meaning of that by-law and those Parking Restrictions.*

*If a vehicle remains parked in contravention of that by-law and/or those Parking Restrictions for 24 hours or more following the giving of this Strike Notice, the owners corporation may in its absolute sole discretion do any or all of the following:*

- (a) *erect a temporary barricade to prevent a vehicle parked by you in a visitors car space from leaving that space ("**Block In**")*; or
- (b) *arrange for a vehicle of yours that is parked in a visitors car space to be towed off the Property and onto a public street ("**Tow Away**").*

### 1.5 Signage

The owners corporation may erect a sign on the common property to the following effect:

#### **PARKING RESTRICTIONS**

**IN CONSIDERATION OF THE OWNERS CORPORATION OF THIS PROPERTY ALLOWING YOU TO ENTER ITS LAND YOU AGREE TO THE FOLLOWING TERMS.**

**IF YOU ACCEPT THIS OFFER TO ENTER THE OWNERS CORPORATION'S LAND THESE TERMS FORM A CONTRACT BETWEEN YOU AND THE OWNERS CORPORATION OF THIS PROPERTY.**

**BY ENTERING THE OWNERS CORPORATION'S LAND YOU ACCEPT THIS OFFER ON ITS TERMS.**

**IF YOU DO NOT ACCEPT THIS OFFER YOU MUST NOT ENTER THE OWNERS CORPORATION'S LAND.**

**THE NAME OF THE OWNERS CORPORATION OF THIS LAND IS "THE OWNERS – STRATA PLAN NO 7679".**

**WARNING: THESE TERMS SERIOUSLY AFFECT YOUR RIGHTS.**

*Visitors' car parking at this property is solely for the use of visitors to the property and then only for no more than 48 hours in any continuous period of 48 hours. Visitors may only park in the visitors car parking spaces.*

*It is not for the use of owners or occupiers of lots at the property nor others.*

*All car parking may only occur in marked bays.*

*If you park a vehicle on this property in contravention of these restrictions, the owners corporation of this property may take steps including:*

- § Blocking in your vehicle.*
- § Suspending any right of access to the car park you may have.*
- § Towing your vehicle off the property and onto the public street.*

*Prior to taking such action the owners corporation may give you a notice, including by way of placing it on your vehicle, of its intention to do so ("**Strike Notice**"). That notice may refer to this contract as the "Parking Restrictions".*

*If you are an owner or occupier these terms are subject to any relevant provision of the by-laws of the strata scheme. Those by-laws set out further matters regarding your rights and obligations.*

*If the owners corporation blocks in or tows away your vehicle, the owners corporation must not:*

- (a) fail to release a vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or*
- (b) demand any payment for or in relation to the release of the vehicle.*

**THESE TERMS ARE AN AGREEMENT OR ARRANGEMENT IN FORCE WITH RESPECT TO YOUR VEHICLE FOR THE PURPOSES OF SECTION 651C OF THE LOCAL GOVERNMENT ACT 1993.**

## **1.6 Miscellaneous**

- (a)** The owners corporation makes the offer in the terms of the sign set out in clause 1.5 according to its terms. The owners corporation has the functions necessary for it to exercise its rights and meet its obligations under a contract coming into existence by way of acceptance of that offer on its terms.
- (b)** This by-law sets out the terms of an agreement between owners, occupiers and the owners corporation for the provision of parking services by the owners corporation to owners and occupiers as contemplated by section 117 of the Strata Schemes Management Act 2015 on the conditions set out herein.

## **1.7 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

## **1.8 Indemnity**

The owner or occupier of a lot must indemnify the owners corporation immediately on demand for any costs, loss, damage, liability or claim howsoever arising in connection with a breach by them of their obligations hereunder.

## 1.9 Recovery of amounts

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

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

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

## 1.10 Interpretation

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

## 1.11 Functions of the owners corporation

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

### **1.12 Severability**

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

## **2 Changes to common property**

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- 2.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.  
**Note.** This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.
- 2.2 An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 2.3 Clause 2.2 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.
- 2.4 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.
- 2.5 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 2.2 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 2.2 that forms part of the common property and that services the lot.

## **3 Damage to lawns and plants on common property**

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

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

## **4 Obstruction of common property**

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- 4.1 An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
- 4.2 An owner or occupier of a lot must not obstruct gutters in the security garage.

## **5 Keeping of animals**

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- 5.1 An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation and subject to any reasonable conditions included with that approval.
- 5.2 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- 5.3 If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
- (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- 5.4 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

## **6 Noise**

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

## **7 Behaviour of owners, occupiers and invitees**

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- 7.1 An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 7.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property; and
  - (b) without limiting paragraph (a), that invitees comply with clause 7.1.

## **8 Children playing on common property**

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- 8.1 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose.
- 8.2 An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a car parking area or other area of possible danger or hazard to children.

## **9 Smoke free environment**

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- 9.1 All owners and occupiers are responsible for making Bridgedeck a smoke free environment.
- 9.2 Owners and occupiers must not, and must ensure that their invitees do not, smoke or allow the smoking of tobacco or any other substance anywhere in the building or grounds or within a lot.



## **10 Preservation of fire safety**

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

## **11 Storage of inflammable liquids and other substances and materials**

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

## **12 Appearance of lot**

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The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

## **13 Drying of laundry items**

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

## **14 Cleaning glass windows, doors and balustrades**

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- 14.1 Except in the circumstances referred to in clause 14.2, an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 14.2 The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **15 Containment of water and other materials**

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- 15.1 Spitter pipes incorporated into balcony slabs are intended for and to be used only for rain water runoff.
- 15.2 An owner or occupier of a lot must ensure that water runoff from air conditioning systems is contained either by plumbing into the lot's internal drainage system or by direction into a container which is emptied as required to avoid overflow.
- 15.3 An occupier of a lot must ensure that runoff of water and associated matter from activities such as cleaning or watering pot plants is contained on the balcony and disposed of via the lot's internal drainage system.
- 15.4 An occupier of a lot must ensure that no items are dropped or thrown from any balcony or window.

## **16 Disposal of waste**

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- 16.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

- 16.2 An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- 16.3 An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- 16.4 The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- 16.5 In this by-law: bin includes any receptacle for waste; waste includes garbage and recyclable material.

## **17 Moving furniture or other objects on or through common property**

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### **17.1 General controls**

- (a) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building ("**Move**" or "**Moving**") unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (b) The owners corporation may determine that Moving is to occur in a specified manner.
- (c) If the owners corporation has specified, by resolution, the manner in which Moving is to occur, an owner or occupier of a lot must not move except in accordance with that resolution.
- (d) An owner or occupier must ensure that their Moving does not cause damage to the common property, the personal property of the owners corporation, or the property of the owner of another lot, and without limiting that obligation, must take all reasonable steps to prevent or minimise the risk of such damage occurring.
- (e) Before Moving, an owner or occupier of a lot must pay the owners corporation a bond to secure compliance with their obligations under this by-law in respect of that Moving.

### **17.2 Bond**

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

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - (i) as reasonably determined from time to time by the owners corporation; or
  - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Strata Schemes Management Act 2015 in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

### **17.3 Acting through others**

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

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

### **17.4 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

### **17.5 Exercise of care, skill and compliance with law**

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

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

### **17.6 Obligation to do work to remedy breach**

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

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

For the purposes of this clause 17.6 a reference to property includes the common property or personal property vested in the owners corporation.

### **17.7 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 17.6 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.

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

#### **17.8 Power to carry out work and recover costs**

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

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

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

#### **17.9 Application of the Civil Liability Act 2002**

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

#### **17.10 Interpretation**

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

#### **17.11 Functions of the owners corporation**

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

#### **17.12 Severability**

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### **18 Change in use or occupation of lot to be notified**

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- 18.1 An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- 18.2 Without limiting clause 18.1, the following changes of use must be notified—
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.
- 18.3 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

### **19 Compliance with planning and other requirements**

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- 19.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 19.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

### **20 Flooring**

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#### **20.1 Noise transmission standard**

The L'nT,w of the floor of a lot must be 50 or less as determined by the Strata Committee in accordance with the advice of an expert acoustic engineer (other than in an area that is a kitchen, laundry, lavatory and/or bathroom, and/or the approximately 6m<sup>2</sup> entrance area of a lot).

#### **20.2 Compliance**

The owner and occupier of a lot must ensure and continue to ensure compliance with clause 20.1 of this by-law.

### **20.3 Application to existing floors**

The requirements of this by-law apply to any floor of a lot, whether installed before or after the making of this by-law.

### **20.4 Bond**

Before installing Non-Carpet Floor Covering, if requested by the owners corporation in writing during the 21-day notice period at clause 20.5 below, an owner or occupier of a lot must pay a bond to the owners corporation to secure compliance with their obligations under this by-law.

### **20.5 Notice**

An owner or occupier of a lot must notify the owners corporation at least 21 days before installing Non-Carpet Floor Covering.

### **20.6 Application**

Before installing Non-Carpet Floor Covering, an owner of a lot must provide to the strata committee of the owners corporation a notice setting out a description of the proposed work including a report in accordance with clause 20.9 of this by-law, drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is properly the subject of section 110 of the Management Act.

### **20.7 Delegation of functions**

Within the meaning of section 110(6)(b) of the Management Act the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee for the purposes of approving the installation of Non-Carpet Floor Coverings.

### **20.8 Other approvals**

This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

### **20.9 Acoustical consultant's reports**

- (a) Before installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed installation is likely to achieve compliance with clause 20.1 of this by-law.
- (b) After installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the installation in fact achieved compliance with clause 20.1 of this by-law.

### **20.10 Conditions applying to building works**

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;

- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### **20.11 Maintenance**

Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot in respect of which Non-Carpet Floor Covering is installed must maintain and keep in a state of good and serviceable repair that installation.

#### **20.12 Owners corporation's report**

If the owners corporation forms the view, in its sole discretion, that the floor of a lot may not comply with clause 20.1 of this by-law, then (without limiting its other rights) the owners corporation may obtain a report from a suitably qualified acoustical consultant in respect of the compliance (or otherwise) of the floor with that clause 20.1.

#### **20.13 Approvals**

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

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

#### **20.14 Consents**

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

#### **20.15 Bond**

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

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - (i) as reasonably determined from time to time by the owners corporation; or
  - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Strata Schemes Management Act 2015 in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

#### **20.16 Acting through others**

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

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

#### **20.17 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

#### **20.18 Exercise of care, skill and compliance with law**

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

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

#### **20.19 Obligation to do work to remedy breach**

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

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

For the purposes of this clause 20.19 a reference to property includes the common property or personal property vested in the owners corporation.

#### **20.20 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 20.19 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;



- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.

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

#### **20.21 Power to carry out work and recover costs**

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

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

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

#### **20.22 Application of the Civil Liability Act 2002**

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

#### **20.23 Interpretation**

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

#### **20.24 Functions of the owners corporation**

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

#### **20.25 Severability**

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

#### **20.26 Definitions**

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

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

**L'nT,w** means weighted standardized impact sound pressure level ( $L'_{nT,w}$ ) measured and calculated according to the requirements of International Standard ISO 140-7:1998 “Acoustics – Measurement of sound isolation in buildings and of building elements Part 7:

Field measurements of impact noise insulation of floors”, 1998 and International Standard ISO 717-2:1996 “Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound isolation”, 1996 published by the International Organization for Standardization or such amending or replacing standard as may apply from time to time; and

**Non-Carpet Floor Covering** means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom, or the approximately 6m<sup>2</sup> entrance area of a lot) other than carpet, including, but not limited to floating timber flooring.

## 21 Exclusive use of car spaces

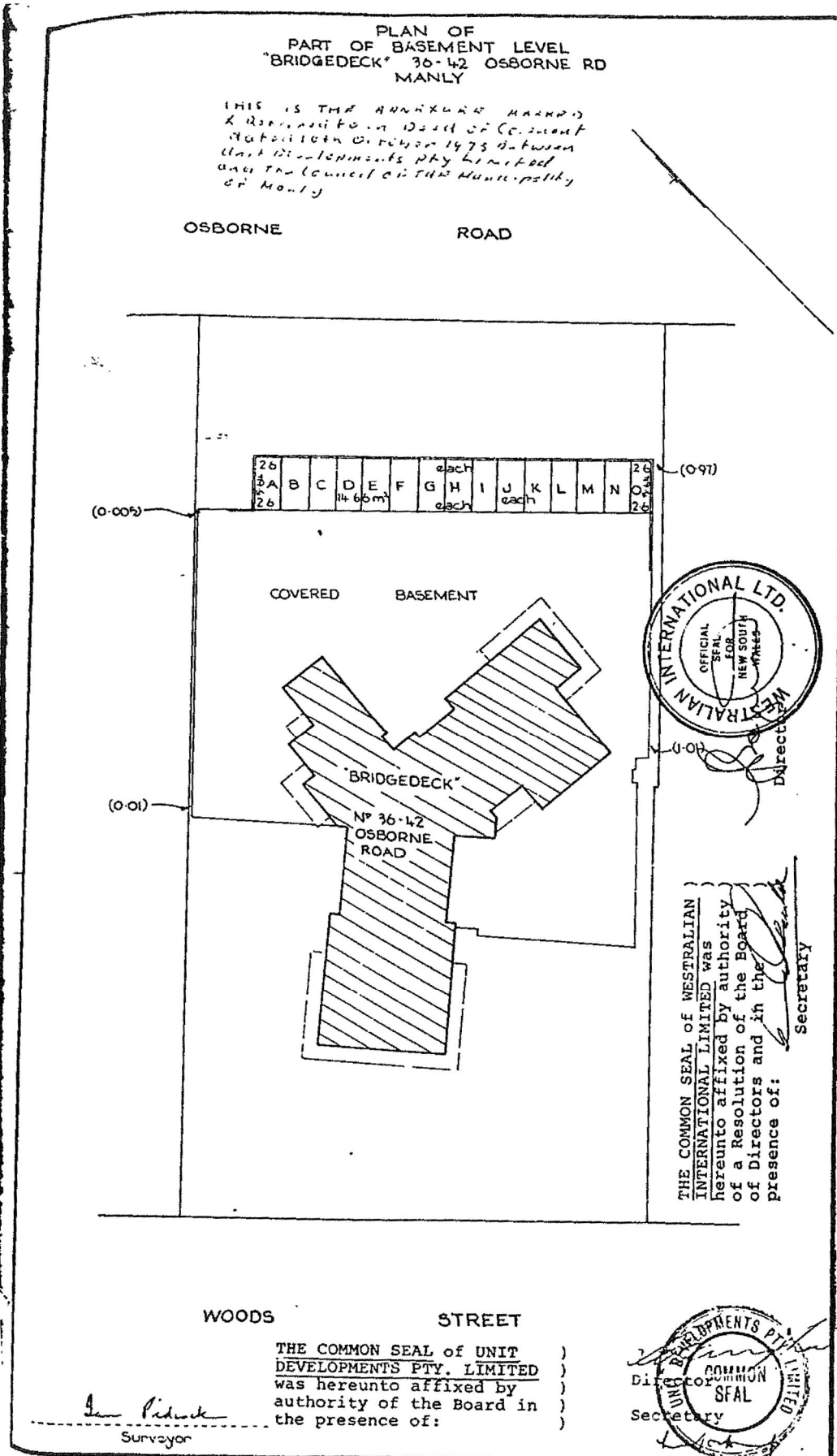
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That the exclusive right and use of the fifteen car spaces forming part of the common property be allocated to the following lots, in accordance with the plan annexed to this by-law denoted Figure 1:

Car space	Lot
“A”	9
“B-C”	25
“D-E”	27
“F-G”	30
“H-I”	35
“J-K”	36
“L-M”	37
“N-O”	40

Provided that the proprietors from time to time of such lots shall only use the said car spaces for the purpose of parking their motor vehicle, trailer or boat and shall maintain and keep such parking space in a clean and tidy condition.

### Figure 1



# SPECIAL BY-LAW 1

*A by-law with respect to renovations and cosmetic works.*

## **1 Cosmetic Works and Minor Renovations**

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### **1.1 Cosmetic work**

An owner of a lot who undertakes, or proposes to undertake Building Works that are “cosmetic work” within the meaning of section 109 of the Management Act:

- (a) must, prior to undertaking those Building Works, provide written notice to the owners corporation, including the following:
  - (i) details of the works, including copies of any documents describing the work;
  - (ii) duration and times of the works;
  - (iii) details of the persons carrying out the works, including qualifications to carry out the works; and
  - (iv) arrangements to manage any resulting rubbish or debris; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

### **1.2 Minor renovations**

An owner of a lot who undertakes, or proposes to undertake, Building Works that are “minor renovations” within the meaning of section 110 of the Management Act:

- (a) must comply with their obligations under that section; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

### **1.3 Application**

Before commencing Building Works the subject of clause 1.2, an owner of a lot must provide to the strata committee of the owners corporation a notice setting out a description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is properly the subject of section 110 of the Management Act.

### **1.4 Delegation of functions**

Within the meaning of section 110(6)(b) of the Management Act the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

### **1.5 Consents**

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

### **1.6 Definitions**

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

***Building Works Conditions*** has the meaning given to it in clause 3; and

**Building Works** has the meaning given to it in clause 3.

## **2 Approval of work**

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### **2.1 Work**

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

### **2.2 Exclusive use**

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

### **2.3 Building Works**

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

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

### **2.4 Ongoing maintenance and use**

The Authorised Owner, at their own cost:

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

### **2.5 Access**

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

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

### **2.6 Indemnity**

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

### **2.7 Default**

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

## **2.8 Scope of Works**

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

## **2.9 Recovery of amounts**

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

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

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

## **2.10 Alteration of building affecting lot boundary**

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

## **2.11 Consent**

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

## **2.12 Application**

Before commencing Permitted Work hereunder, the Authorised Owner (or a person claiming to be an Authorised Owner) ("**Applicant**") must provide to the strata committee of the owners corporation a notice setting out the following:

- (a) A description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is Permitted Work hereunder.
- (b) Evidence, to the reasonable satisfaction of the strata committee, that the other provisions hereof applying to the proposed work are or would be complied with.
- (c) Evidence, to the reasonable satisfaction of the strata committee, that the Applicant is an Authorised Owner hereunder, and that the Applicant has (or will) comply with the obligations they have (or will have) hereunder in respect of the proposed work.

The owners corporation may, at its discretion, elect to charge a fee to the Applicant in connection with the giving of a notice under this clause in an amount determined by the strata committee (acting reasonably) from time to time, in which case the Applicant must, immediately upon demand, pay that fee.

## 2.13 Definitions

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

**Authorised Lot** means each lot in the strata scheme severally;

**Authorised Owner** means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

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

**Building Works Conditions** has the meaning given to it in clause 3;

**Building Works** has the meaning given to it in clause 3;

**Exclusive Use Area** means:

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

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

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

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

**Scope of Works** means the Scope of Works in Annexure B.

## 3 Methods and procedures

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### 3.1 Approvals

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

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



### **3.2 Bond**

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

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

### **3.3 Acting through others**

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

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

### **3.4 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

### **3.5 Exercise of care, skill and compliance with law**

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

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

### **3.6 Obligation to do work to remedy breach**

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

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;

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

For the purposes of this clause 3.7 a reference to property includes the common property or personal property vested in the owners corporation.

### **3.7 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 3.7 must, except as may be provided otherwise herein:

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

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

### **3.8 Power to carry out work and recover costs**

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

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

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

### **3.9 Application of the Civil Liability Act 2002**

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

## **4 Definitions and interpretation**

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### **4.1 Interpretation**

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;

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

#### **4.2 Functions of the owners corporation**

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

#### **4.3 Severability**

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

#### **4.4 Definitions**

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

***Approval*** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means each lot in the strata scheme severally;

**Authorised Owner** means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

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

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

**Building Works Conditions** means the provisions of Annexure A;

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

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Exclusive Use Area** means:

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

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

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

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

**owner** means:

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

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

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

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

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

**strata plan** means strata plan number 7679; and

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

# **Annexure A     Building Works Conditions**

## **1         Building Works Conditions**

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### **1.1       General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

### **1.2       Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

### **1.3       Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### 1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

#### 1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

#### 1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

#### 1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### 1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time;

**you** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**your** has a corresponding meaning to You.

# Annexure B    Scope of Works

## 1        Scope of Works

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### 1.1      New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

#### (a)       Wall Removal

The removal or partial removal of non-load bearing walls that are internal to the Authorised Lot and are not walls referred to in sub-section 6(1)(a)(i) of the Development Act, provided that:

- (i)       the structure of the associated floor and ceiling is not altered or affected; and
- (ii)      for clarity, compliance with any other provisions of this by-law is in any event required.

**Note.** *The walls referred to in sub-section 6(1)(a)(i) of the Development Act are walls whose base corresponds substantially to a line on the floor plan of the strata plan that defines the base of certain vertical boundaries in the strata scheme.*

**Note.** *The other provisions of this by-law may prohibit the Permitted Works adversely affecting the structure or support of the property, or require engineer's approvals and certifications to be obtained and provided.*

#### (b)       Bathroom Renovations

The renovation of any bathroom of the Authorised Lot including:

- (i)       replacement of or installation of new tiles, floor and wall surfaces (including waterproofing works), mirrors, toilets, vanities, baths, shower screens, cabinets, light fittings and other bathroom fixtures and fittings;
- (ii)      painting or refinishing of surfaces;
- (iii)     electrical wiring work (including terminating wiring, installing switches and other related work); and
- (iv)      plumbing and drainage work within the airspace of the Authorised Lot.

#### (c)       Laundry Renovations

The renovation of any laundry of the Authorised Lot including:

- (i)       replacement of or installation of new tiles, floor and wall surfaces (including waterproofing works), light fittings and other laundry fixtures and fittings;
- (ii)      electrical wiring work (including terminating wiring, installing switches and other related work); and
- (iii)     plumbing and drainage work within the airspace of the Authorised Lot.

#### (d)       Kitchen Renovations

The renovation of any kitchen of the Authorised Lot including:

- (i)       replacement of or installation of new tiles, floor and wall surfaces (including waterproofing works), cabinetry, sinks, bench tops, light fittings and other kitchen fixtures and fittings;
- (ii)      painting or refinishing of surfaces;



- (iii) replacement of or installation of new appliances;
- (iv) electrical wiring work (including terminating wiring, installing switches and other related work); and
- (v) plumbing and drainage work (including gas plumbing).

**(e) Air-Conditioning Work**

The installation of Air-Conditioning Equipment on or in the common property for the use or benefit of the Authorised Lot, provided that:

- (i) the works and their installation comply with, without limitation, Australian and New Zealand Standard AS / NZS 3823 and the Service and Installation Rules of New South Wales, the electricity industry standard of best practice for customer connection services and installations, published from time to time by the State of New South Wales, presently through the Division of Resources & Energy, Trade & Investment; and
- (ii) any condensate run-off must be plumbed to the nearest available waste water outlet and in any event only into existing drainage unless otherwise authorised by the owners corporation in writing.

**1.2 Existing Works**

Any works existing as at the date of the making of this by-law of the same type or kind as described in clause 1.1 of this Scope of Works are Permitted Work, provided that:

- (a) Despite any other provision of this by-law, the Authorised Owner in respect of those existing works is not required to upgrade, modify or reconstruct those existing works in order to comply with any requirement of this by-law applying to their method or manner of construction;
- (b) However, the preceding clause 1.1 does not apply:
  - (i) to the extent that those existing works are subsequently upgraded, renewed or replaced (not including minor repairs or maintenance) and in that event such upgrade, renewal or replacement works must be done as if they were new Permitted Works within the meaning of this by-law; and
  - (ii) to the extent that, in respect of those existing works, a non-compliance with any requirement of this by-law that would (but for the preceding clause 1.1) apply to their method or manner of construction is likely to cause or result (or in fact causes or results) in:
    - (A) a nuisance or hazard to the owner or occupier of another lot or any person lawfully using the common property;
    - (B) an interference with the peaceful enjoyment of an owner or occupier of another lot;
    - (C) an interference with any support or shelter provided by the property to any lot or the common property;
    - (D) an interference with the passage of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being at the property;
    - (E) the property ceasing to comply with the terms of any Approval or, to the extent that they apply to the property, the Building Code of Australia or the National Construction Code;
    - (F) an order being made by an Authority in connection with the property;

- (G) the owners corporation or the property ceasing to comply with any requirement imposed by an insurer of the owners corporation; or
  - (H) an increase in the insurance premiums payable by the owners corporation in respect of the common property.
- (c) If clause 1.2(b)(ii) above applies, the Authorised Owner in respect of those existing works must bring those works into compliance with the requirements of this by-law within a reasonable time after the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

### 1.3 Transitional works

Any works of the same type or kind as described in clause 1.1 of this Scope of Works that were:

- (a) undertaken between the period from the date of the making of this by-law and two (2) years thereafter, in circumstances where the owner (or a previous owner) of the Authorised Lot failed to provide prior written consent to the making of this by-law, are Permitted Work, provided that:
  - (b) those works comply with any of the requirements of this by-law capable of applying to them; or
  - (c) to the extent that those works do not so comply, they are brought into such compliance by the Authorised Owner within a reasonable time after two (2) years of the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

### 1.4 Definitions

In this Scope of Works, unless the context otherwise requires:

***Air-Conditioning Equipment*** means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances;

***Excluded Work*** means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
  - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
  - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation;

***General Specifications*** means:

- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and

- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same.

# SPECIAL BY-LAW 2

*A by-law with respect to balcony works.*

## **1 Approval of work**

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### **1.1 Work**

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

### **1.2 Exclusive use**

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

### **1.3 Building Works**

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

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

### **1.4 Ongoing maintenance and use**

The Authorised Owner, at their own cost:

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

### **1.5 Access**

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

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

### **1.6 Indemnity**

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

### **1.7 Default**

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

## **1.8 Scope of Works**

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

## **1.9 Application**

Before commencing Permitted Work hereunder, the Authorised Owner (or a person claiming to be an Authorised Owner) ("**Applicant**") must provide to the strata committee of the owners corporation a notice setting out the following:

- (a) A description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is Permitted Work hereunder.
- (b) Evidence, to the reasonable satisfaction of the strata committee, that the other provisions hereof applying to the proposed work are or would be complied with.
- (c) Evidence, to the reasonable satisfaction of the strata committee, that the Applicant is an Authorised Owner hereunder, and that the Applicant has (or will) comply with the obligations they have (or will have) hereunder in respect of the proposed work.

The owners corporation may, at its discretion, elect to charge a fee to the Applicant in connection with the giving of a notice under this clause in an amount determined by the strata committee (acting reasonably) from time to time, in which case the Applicant must, immediately upon demand, pay that fee.

# **2 Methods and procedures**

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## **2.1 Approvals**

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

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

## **2.2 Consent**

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

## **2.3 Bond**

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

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - (i) as reasonably determined from time to time by the owners corporation; or

- (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

## **2.4 Acting through others**

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

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

## **2.5 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

## **2.6 Exercise of care, skill and compliance with law**

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

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

## **2.7 Obligation to do work to remedy breach**

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

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

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

## **2.8 Conditions attaching to remedial work**

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

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

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

## **2.9 Power to carry out work and recover costs**

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

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

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

## **2.10 Application of the Civil Liability Act 2002**

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

## **2.11 Recovery of amounts**

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

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

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

## **2.12 Alteration of building affecting lot boundary**

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

# **3 Definitions and interpretation**

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## **3.1 Interpretation**

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

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

## **3.2 Functions of the owners corporation**

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

## **3.3 Severability**

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



### 3.4 Definitions

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

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means each lot in the strata scheme severally;

**Authorised Owner** means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

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

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

**Building Works Conditions** means the provisions of Annexure A;

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

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Exclusive Use Area** means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and

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

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

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

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

**owner** means:

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

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

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

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

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

**strata plan** means strata plan number 7679; and

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

# **Annexure A     Building Works Conditions**

## **1         Building Works Conditions**

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### **1.1       General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

### **1.2       Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

### **1.3       Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### 1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

#### 1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

#### 1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

#### 1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### 1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time;

**you** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**your** has a corresponding meaning to You.

# Annexure B    Scope of Works

## 1    Scope of Works

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### 1.1    New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

**(a)      Balcony door and window works**

The alteration or replacement of the common property balcony doors and windows on the Authorised Lot provided that those works are in keeping with the aesthetic of the building and do not detrimentally impact any waterproof barrier.

**(b)      Balcony floor surfaces**

The alteration, replacement or addition of any waterproofed tiled or hard surface in a balcony of the Authorised Lot, including:

- (i)      replacement or installation of new tiled or hard surfaces including any works necessary to replace, install or upgrade the waterproofing underlay; and
- (ii)     any other ancillary works necessary to create a waterproof barrier.

**(c)      Balcony balustrade works**

The alteration or replacement of the common property balcony balustrade of the Authorised Lot provided that those works:

- (i)      are in keeping with the aesthetic of the building;
- (ii)     do not detrimentally impact any waterproof barrier; and
- (iii)    comply with the requirements of the National Construction Code and Building Code of Australia.

### 1.2    Existing Works

Any works existing as at the date of the making of this by-law of the same type or kind as described in clause 1.1 of this Scope of Works are Permitted Work, provided that:

- (a)      Despite any other provision of this by-law, the Authorised Owner in respect of those existing works is not required to upgrade, modify or reconstruct those existing works in order to comply with any requirement of this by-law applying to their method or manner of construction;
- (b)      However, the preceding clause 1.1 does not apply:
  - (i)      to the extent that those existing works are subsequently upgraded, renewed or replaced (not including minor repairs or maintenance) and in that event such upgrade, renewal or replacement works must be done as if they were new Permitted Works within the meaning of this by-law; and
  - (ii)     to the extent that, in respect of those existing works, a non-compliance with any requirement of this by-law that would (but for the preceding clause 1.1) apply to their method or manner of construction is likely to cause or result (or in fact causes or results) in:
    - (A)      a nuisance or hazard to the owner or occupier of another lot or any person lawfully using the common property;
    - (B)      an interference with the peaceful enjoyment of an owner or occupier of another lot;
    - (C)      an interference with any support or shelter provided by the property to any lot or the common property;

- (D) an interference with the passage of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being at the property;
  - (E) the property ceasing to comply with the terms of any Approval or, to the extent that they apply to the property, the Building Code of Australia or the National Construction Code;
  - (F) an order being made by an Authority in connection with the property;
  - (G) the owners corporation or the property ceasing to comply with any requirement imposed by an insurer of the owners corporation; or
  - (H) an increase in the insurance premiums payable by the owners corporation in respect of the common property.
- (c) If clause 1.2(b)(ii) above applies, the Authorised Owner in respect of those existing works must bring those works into compliance with the requirements of this by-law within a reasonable time after the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

### 1.3 Transitional works

Any works of the same type or kind as described in clause 1.1 of this Scope of Works that were:

- (a) undertaken between the period from the date of the making of this by-law and two (2) years thereafter, in circumstances where the owner (or a previous owner) of the Authorised Lot failed to provide prior written consent to the making of this by-law,
- are Permitted Work, provided that:
- (b) those works comply with any of the requirements of this by-law capable of applying to them; or
  - (c) to the extent that those works do not so comply, they are brought into such compliance by the Authorised Owner within a reasonable time after two (2) years of the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

### 1.4 Definitions

In this Scope of Works, unless the context otherwise requires:

**Excluded Work** means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
  - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
  - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation; and

**General Specifications** means:

- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same.

# SPECIAL BY-LAW 3

*A by-law with respect to short-term letting.*

## 1 Short-term letting

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### 1.1 Prohibition on short-term rental accommodation arrangements

An owner or occupier of a lot must not use a lot for the purposes of a short-term rental accommodation arrangement.

In this by-law, **short-term rental accommodation arrangement** has the same meaning as in section 54A of the *Fair Trading Act 1987*.

**Note.** *At the time of making of this by-law, a “short-term rental accommodation arrangement” includes a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.*

### 1.2 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

### 1.3 Residential Tenancies Act

(a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

(b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

**Note.** *Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.*

(c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).

(d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

### 1.4 Duration of tenancies

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

(a) for a fixed term; and

(b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

### 1.5 Principal place of residence

(a) Clause 1.1 of this by-law only applies if the lot concerned is not the principal place of residence of the person who, pursuant to the short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

(b) This by-law does not operate to prevent a lot being used for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of



residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

## **1.6 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

## **1.7 Interpretation**

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

## **1.8 Functions of the owners corporation**

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

## **1.9 Severability**

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

# **SPECIAL BY-LAW 4**

*A by-law with respect to CCTV.*

## **1 CCTV**

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### **1.1 Installation, maintenance and use of CCTV**

In addition to its other functions, the owners corporation has the functions necessary to install, maintain and use closed-circuit television ("**CCTV**") systems on or in the common property.

### **1.2 Access to footage generally**

- (a) The strata committee may determine from time to time by whom and on what basis recordings from CCTV systems may be made, stored and retrieved.
- (b) Without limiting its functions, the strata committee may permit a building manager or security personnel to have access to footage from CCTV systems to the extent necessary for the proper exercise of their functions.
- (c) A member of the strata committee nominated by that committee may access footage from CCTV systems at any time provided that they are accompanied by another person.

### **1.3 Particular uses**

- (a) In the event theft or damage to personal property, an owner or occupier may submit a written request to the strata committee seeking that that footage from CCTV systems be:
  - (i) reviewed in a manner permitted by this by-law; and
  - (ii) sent to an insurer or government body or agency as evidence of the theft or damage.
- (b) In the event of an emergency the owners corporation may release footage from CCTV systems to emergency services.
- (c) In the event of an occurrence reasonably suspected by the owners corporation or a law enforcement agency to amount to a crime, the owners corporation may release footage from CCTV systems to a law enforcement agency.
- (d) The owners corporation may release footage from CCTV systems to legal professionals acting for the owners corporation.

## 2 Definitions and interpretation

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### 2.1 Interpretation

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

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

### 2.2 Functions of the owners corporation

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

### 2.3 Severability

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

### 2.4 Definitions

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

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

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

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

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

**owner** means:

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

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

**strata plan** means strata plan number 7679; and

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

# SPECIAL BY-LAW 5

*A by-law with respect to real estate signage.*

## 1 Real estate signage

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### 1.1 Prohibition

Real Estate Signage must not be placed or kept on the property except in compliance with the remaining provisions of this by-law.

### 1.2 Erection of signage

An owner or occupier of a lot must obtain the prior written consent of the owners corporation to erect Real Estate Signage. The owners corporation may grant or withhold its consent in its absolute sole discretion and subject to conditions, not inconsistent with this by-law, including without limitation as to the location of the proposed Real Estate Signage, which conditions, if imposed, must be complied with by that owner or occupier.

### 1.3 General conditions

Except to the extent that the owners corporation otherwise approves in writing, Real Estate Signage must:

- (a) have a face that is no greater than 1 metre wide, by 1.5 metres high and be no more than 7 cm in depth;
- (b) be mounted on the property by temporary means only and without drilling into or inserting bolts, nails or other fixings in the property (but may be mounted by means of insertion of stakes into soil); and
- (c) not be displayed continuously for more than 6 weeks in any three month period.

### 1.4 Installation, maintenance and removal

The owner to whose lot Real Estate Signage relates must ensure that Real Estate Signage is erected, maintained and removed in compliance with clause 1.5.

#### **1.5 Conditions applying to building works**

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;
- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### **1.6 Bond**

An owner to whose lot Real Estate Signage Relates must, if requested by the owners corporation in writing before erecting Real Estate Signage, pay a bond to the owners corporation prior to the installation of Real Estate Signage to secure compliance with their obligations under this by-law.

#### **1.7 Approvals**

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

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

#### **1.8 Consents**

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

#### **1.9 Acting through others**

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

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

#### **1.10 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

#### **1.11 Exercise of care, skill and compliance with law**

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

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

#### **1.12 Obligation to do work to remedy breach**

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

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

For the purposes of this clause 1.12 a reference to property includes the common property or personal property vested in the owners corporation.

#### **1.13 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 1.12 must, except as may be provided otherwise herein:

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

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

#### 1.14 **Power to carry out work and recover costs**

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

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

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

#### 1.15 **Application of the Civil Liability Act 2002**

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

#### 1.16 **Interpretation**

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

### 1.17 **Functions of the owners corporation**

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

### 1.18 **Severability**

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 1.19 **Definitions**

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

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979; and

**Real Estate Signage** means any sign in connection with a sale, lease, licence or other dealing in relation to a lot.



# SPECIAL BY-LAW 6

*A by-law with respect to window safety devices.*

## **1 Window safety devices**

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### **1.1 Installation**

In connection with the duty of the owners corporation under section 118 of the Management Act the owners corporation from time to time may install window safety devices within the meaning of that section to windows to which that section applies.

### **1.2 Common property rights**

On and from the installation of such a window safety device the owner of the lot to which the window safety device relates ("**Affected Owner**") has the exclusive use of that window safety device and the areas of the common property to which it is affixed (or which are necessary for its proper operation or support), as well as the window to which it relates ("**Exclusive Use Area**"), subject to the remaining provisions of this by-law.

### **1.3 General conditions**

The Affected Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval;
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; and
- (e) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith.

### **1.4 Building Works**

The Affected Owner must do any building works necessary comply with their obligations, or exercise their rights hereunder, and must do so in compliance with clause 1.5.

### **1.5 Conditions applying to building works**

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;

- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### 1.6 **Default**

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

#### 1.7 **Recovery of amounts**

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

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

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

#### 1.8 **Consents**

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

## 2 **Methods and procedures**

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### 2.1 **Approvals**

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

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

## **2.2 Acting through others**

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

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

## **2.3 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

## **2.4 Exercise of care, skill and compliance with law**

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

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

## **2.5 Obligation to do work to remedy breach**

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

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

For the purposes of this clause 2.5 a reference to property includes the common property or personal property vested in the owners corporation.

## **2.6 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 2.5 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.

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

## 2.7 **Power to carry out work and recover costs**

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

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

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

## 2.8 **Application of the Civil Liability Act 2002**

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

# 3 **Definitions and interpretation**

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## 3.1 **Interpretation**

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

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

### 3.2 **Functions of the owners corporation**

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

### 3.3 **Severability**

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

### 3.4 **Definitions**

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

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

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

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

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

**owner** means:

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

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

**strata plan** means strata plan number 7679; and

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

# Special By-Law 7 – Lot 32 Renovations

## 1. Introduction

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This by-law gives the owner of lot 32 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

## 2. Definitions

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In this by-law:

“**documents**” means:

- (a) Engineer’s Certificate prepared by Aslan Consulting Engineers Pty Ltd dated 8 June 2023;
- (b) Structural Plan No. 202334SC1[2] prepared by Aslan Consulting Engineers Pty Ltd;
- (c) Drawing No.’s 000[A], 201[A], 202[A] and 203[A] prepared by AG Design Projects Pty Ltd; and
- (d) Proposal #RF0053 prepared by Solidcore dated 22 May 2023;

copies of which are attached to this by-law or the notice of the meeting at which this by-law was approved,

“**lot**” means lot 32 in Strata Plan No. 7679,

“**owner**” means the owner for the time being of the lot (being the current owner and all successors),

“**works**” means the alterations and additions to the lot and the adjacent common property described and shown in the documents generally involving structural modifications and installation of structural supports, installation of new joinery items and floor finishes, plumbing and electrical works and renovations to the kitchen, laundry and main and ensuite bathrooms of the lot and more specifically including:

### **Structural Works/Walls**

- removing existing load bearing walls dividing the kitchen and living/dining areas,
- installing structural supports such as lintel beams and columns,
- installing masonry infill wall within existing common property wall to separate adjacent apartment.

### **Kitchen**

- stripping out the existing kitchen,
- installing new fixtures, fittings and appliances including joinery, benchtop, sink and tap, cooktop, oven and range hood.

### **Main Bathroom**

- stripping out the existing main bathroom,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures and fittings including vanity, basin and tap, shower screen, shower head and tap, towel rail, bathtub including spout and tap, toilet suite and toilet roll holder.

### **Ensuite Bathroom**

- stripping out the existing ensuite bathroom,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures and fittings including vanity, basin and tap, shower screen, shower head and tap, towel rail, toilet suite and toilet roll holder.

## **Laundry**

- stripping out the existing laundry,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures and fittings including joinery, benchtop, laundry sink and tap, washing machine and tap fittings.

## **Bedrooms**

- installing new built-in wardrobe joinery.

## **Plumbing and Electrical**

- reconfiguring existing or installing new plumbing and electrical services to service the new fixtures and fittings,
- updating existing and installing new electrical and light fittings.

## **Flooring**

- installing new floor finishes throughout including tiles, engineered timber floating floorboards on acoustic underlay and/or carpet.

## **3. Works Authorisation, Special Privileges & Exclusive Use Rights**

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The owners corporation:

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

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

## **4. The Conditions**

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### **4.1. Before the Works**

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#### **(a) Planning Approvals**

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

#### **(b) Insurance Certificate**

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the Home Building Act 1989.

#### **(c) Engineer's Certificate**

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer certifying that the works involving structural alterations will not detrimentally affect the structural integrity of the building or any part of it.

#### **(d) Costs of this By-Law**



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

#### **4.2. During the Works**

##### **(a) Quality of the Works**

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

##### **(b) Licensed Contractors**

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

##### **(c) Specifications for the Works**

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

##### **(d) Time for Completion of the Works**

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

##### **(e) Work Hours**

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

##### **(f) Noise and Disturbance**

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

##### **(g) Location of the Works**

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

##### **(h) Transportation of Construction Equipment**

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

##### **(i) Debris**

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

##### **(j) Protection of Building**

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

##### **(k) Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

##### **(l) Storage of Building Materials on Common Property**

The owner must make sure that no building materials are stored on the common property.

**(m) Times for Operation of Noisy Equipment**

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

**(n) Vehicles**

The owner must ensure that no contractor's vehicles obstruct the common property 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.

**(o) Right of Access**

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

**(p) Cost of the Works**

The owner must pay all costs associated with the works.

**4.3. After the Works**

**(a) Completion Notice**

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

**(b) Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

**4.4. Enduring Obligations**

**(a) Maintenance of the Works**

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

**(b) Maintenance of the Common Property**

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

**(c) Repair of Damage**

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

**(d) Appearance of the Works**

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

**(e) Indemnity**

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

**(f) Compliance with all Laws**

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

## **5. Breach of this By-Law**

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- (a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
  - (i) rectify that breach,
  - (ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
  - (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **ASLAN CONSULTING ENGINEERS PTY LTD**

STRUCTURAL, CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS  
DESIGNERS, BUILDING CONSULTANTS, PROJECT MANAGERS  
A.C.N. 003 521 177

38 RESTWELL STREET  
BANKSTOWN  
NSW 2200

TEL: 0409 982 362  
E: aslanconsultingengineers.pl@gmail.com

Our Ref: 202334  
Date: 8 / 6 / 2023

The Manager  
Solidcore Holdings Pty Ltd  
PO Box 80 Westgate, NSW 2048

### **Engineer's Certificate**

**Re: Proposed Internal Alterations  
At Unit 32/ 36 Osbourne Street, Manly NSW**

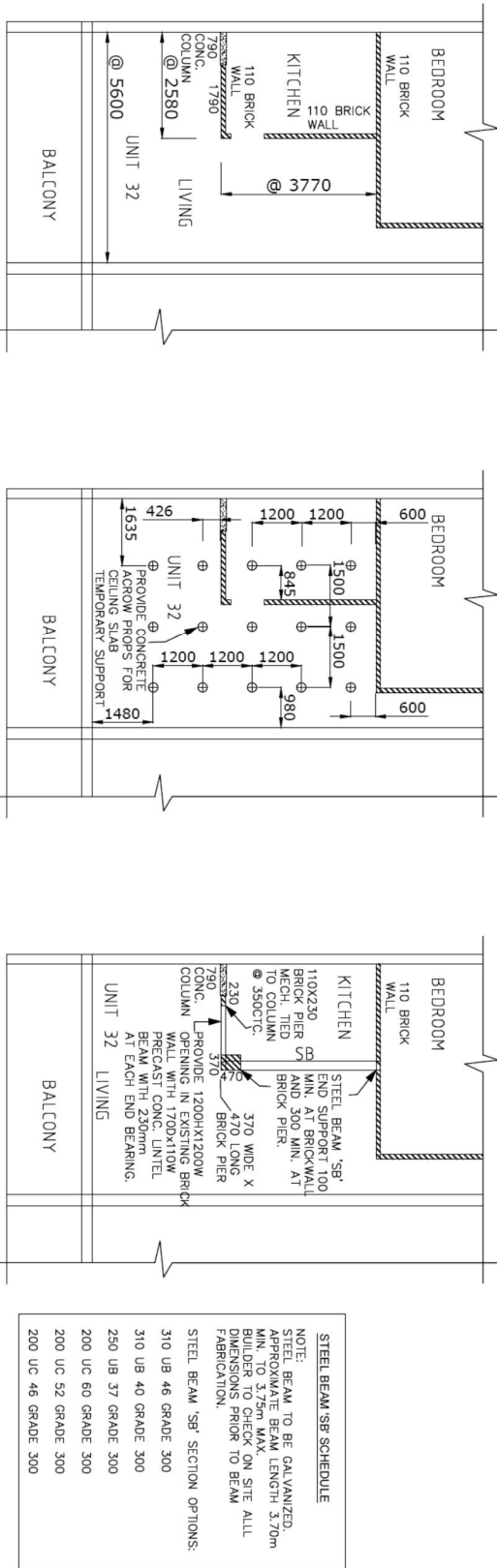
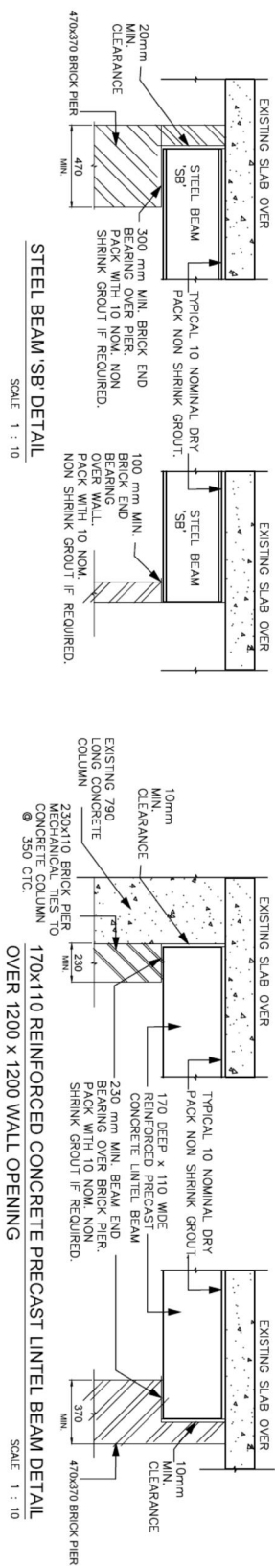
Dear Sir,

This is to confirm that the internal partition walls to the kitchen area at the above-mentioned Unit have been assessed by our firm and are suspected to be load bearing given the lack of information and detail on the original building plans and specifications, as these are not available for review, and furthermore, as such it is impossible to ascertain if reinforcement steel in the existing suspended concrete slabs had indeed been installed correctly as per design plans and scope pre-construction.

Yours faithfully,



M.J. Aslan  
*BE, MEngS, MIEAust, CPEng, NER APEC Engineer IntPE (Aus)*  
Chartered Consulting Civil & Structural Engineer

[illegible]

ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE REQUIREMENTS OF THE PRINCIPAL CERTIFYING AUTHORITY AND BCA 2018.

ALL DEMOLITION WORK TO BE CARRIED OUT IN ACCORDANCE WITH AS 2601-1991

**SLECT SPECIFIC CONTROL MEASURES TO BE IN PLACE PRIOR EXCAVATION OR CONSTRUCTION WORK.**

**FEDERAL STANDARDS, INCLUDING DISABLED AND PEAK ACCESS CURING ROADWAYS, SHALL BE MAINTAINED AT ALL TIMES PER A - TROPIC CONTROL DEVICES FOR WORKS ON ROADS.**

**BUILDERS SHALL MAKE GOOD ALL DISTURBED AREAS ADJACENT TO THE WORKS ON CANALS, ROAD, FOOTPATHS ARE TO BE RESTORED TO THE SATISFACTION OF THE PRINCIPAL CERTIFYING AUTHORITY.**

**ALL CONCERTE FOOTINGS, LOOR SLABS AND TIMBER ROOF FRAMING TO STRUCTURAL ENGINEERS DETAILS.**

**THE REFLECTIVITY INDEX OF GLASS USED IN THE EXTERIOR FACADE OF THE BUILDING IS NOT TO EXCEED 20%.**

**CHONGING WASTE FROM THE PROPOSED DEVELOPMENT IS TO BE ACCEP TO THE EXISTING WASTE COLLECTION SYSTEM CURRENTLY IN USE BY THE EXISTING DEVELOPMENT ON SITE**

**SAFETY GLASS SHALL BE USED IN EVERY GLASS DOOR OR PANEL ENCLOSURE OR PARTLY ENCLOSED A SHOWER OR BATH**

**ALL ALTHROOMS AND WC WINDOWS SHALL BE FITTED AND MAINTAINED WITH AN INSURED GLASS.**

**SECTION A GENERAL PROVISIONS**  
**PART A3 CLASSIFICATION OF BUILDINGS AND STRUCTURES**  
**-CLASS 1-**  
**ONE OR MORE BUILDINGS WHICH IN ASSOCIATION CONSTITUTE**

(A) CLASS 1A - A SINGLE DWELLING BEING-  
(I) A DETACHED HOUSE; OR  
(II) ONE OF A GROUP OF TWO OR MORE ATTACHED DWELLINGS, EACH BEING A BUILDING, SEPARATED BY A FIRE-RESISTING WALL, INCLUDING A ROW OF TERRACE HOUSE, TOWN HOUSE OR VILLA UNIT; OR HOUSE.

- SEE ENGINEERS PLANS

**SECTION FIVE RESISTANCE**  
PART C1 FIRE RESISTANCE AND STABILITY  
-C1.1 TYPE C CONSTRUCTION REQUIRED  
TYPE C CONSTRUCTION FOR 1 STOREY CLASS B BUILDING  
-C1.12 NON-COMBUSTIBLE MATERIALS  
THE FOLLOWING MATERIALS, THOUGH COMBUSTIBLE OR CONTAINING COMBUSTIBLE FIBRES, MAY BE USED WHEREVER A NON-COMBUSTIBLE MATERIAL IS REQUIRED:  
(A) PLASTERBOARD.

(3) PREPARED GYPSUM LATH WITH A NON-PAPER FINISH.

(4) CORRUGATED CORRUGATED SHEETING.

(5) PRE-FINISHED METAL SHEETING HAVING A COMBUSTIBLE SURFACE EXCEEDING 1 MM THICKNESS AND WHERE THE PRODUCT IS NOT GREATER THAN 1/8" INDEX OF THE

(6) INDEXED LAMINATED MATERIALS WHERE—

(i) EACH LAMINATE IS NON-COMBUSTIBLE; AND

(ii) EACH ADHESIVE LAYER DOES NOT EXCEED 1 MM IN THICKNESS.

AND

(iii) THE TOTAL THICKNESS OF THE ADHESIVE LAYERS DOES NOT EXCEED 2 MM.

(iv) THE INDEX OF THE LAMINATED MATERIAL AS A WHOLE DOES NOT EXCEED 1/8" INDEX OF THE

(v) EXTERNAL WALLS OF CLASS 1 BUILDINGS, AND ANY OPENINGS IN SUCH WALLS MUST COMPLY WITH 3.7.1.5 IF THE WALL IS LESS THAN 1/8" THICK.

(vi) GROWN FROM THE ADJACENT BOUNDARY OR OTHER PUBLIC SPACE, BOUNDARY ADJOINING

1. ARE THE BUILDING OR BUILDINGS ON THE SAME ALLOTMENT OTHER THAN AN APPURTENANT CLASS 2 BUILDING OR A DETACHED PART OF THE SAME CLASS 1 BUILDING

2. IS THE DISTANCE FROM THE POINT ON AN EXTERNAL WALL OF A BUILDING TO AN ALLOTMENT BOUNDARY OR OTHER BUILDING THE DISTANCE TO THAT POINT MEASURED ALONG A LINE AT RIGHT ANGLES FROM THE ALLOTMENT

3. IS THE BOUNDARY OR EXTERNAL WALL OF THE OTHER BUILDING WHICH INTERSECTS THAT POINT DISCONNECTED BY A WALL OR COMMON WALL FROM THE BUILDING REQUIRED TO BE CHARACTERIZED

IN A CERTAIN MANNER, ONLY THAT PART OF THE WALL (INCLUDING ANY OPENINGS) WITHIN THE SPECIFIED DISTANCE NEED BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING:

(A) EXTERNAL WALLS (INCLUDING GABLES) REQUIRED TO BE FIRE RESISTING (REFERRED TO IN 3.7.1.3 OR 3.7.1.6) MUST EXTEND TO THE UNDERSIDE OF A NON COMBUSTIBLE ROOF COVERING OR NON COMBUSTIBLE CLADDING.

(I) HAVE AN FRL OF NOT LESS THAN 60/60/60 WHEN TESTED FROM THE INSIDE, OR

EXTERNAL, (A) BEING OF MASONRY, BETWEEN CONSTRUCTION IN WHICH THE  
(B) BE OF MASONRY CONSTRUCTION NOT LESS THAN 180MM THICK  
(C) OPENINGS IN EXTERNAL WALLS REQUIRED TO BE FIRE RESISTING  
(DEFERRED) (D) NOT PERMISSIBLE FIRE WINDOWS OR OTHER CONSTRUCTION WITH  
AN FRL OF: (E) NOT LESS THAN 1/60/- OR  
(F) SELF-CLOSING SOLID CORE DOORS NOT LESS THAN 150MM THICK  
FOR PASSAGE OF PERSONS (G) NOT LESS THAN 150MM THICK  
FOR PIPES, CONDULITS AND THE LINED NEED NOT COMPLY WITH (H)  
(I) CONCESSIONS FOR NON-HABITABLE FIRE WINDOWS (CONDUTS) AND  
THE DESPITE THE REQUIREMENTS IN (B), IN A NON-HABITABLE ROOM, A  
WINDOW THAT FACES THE BOUNDARY OF AN ADJACENT ALLOTMENT  
MAY BE NOT LESS THAN 180MM THICK THAT BOUNDARY OR, WHERE THE  
FACES ANOTHER BUILDING ON THE SAME ALLOTMENT, NOT LESS THAN  
180MM THICK THAT BUILDING PROVIDED THAT THE OPENING HAS AN  
AREA OF NOT MORE THAN 1/200M<sup>2</sup> OR  
(A) IN A ROOM OTHER THAN REFERRED TO IN (I), OPENING HAS AN  
AREA OF NOT MORE THAN 1/200M<sup>2</sup> OR  
(A) THE WINDOW IS STEEL FRAMED, THERE ARE NO OPENING SASHES

AND IT IS GLAZED IN FROSTED GLASS OR  
AND THE OPENING IS ENCLOSED WITH TRANSLUCENT HOLLOW GLASS  
BLOCKS  
3/8" SEPARATING WALLS SEPARATES CLASS I DWELLINGS OR SEPARATES A CLASS  
I BUILDING FROM A CLASS II BUILDING WHICH IS NOT APPROPRIATE TO  
THAT CLASS BUILDING MUST HAVE AN FRL OF NOT LESS THAN 60/60/60  
AND-  
(I) COMMENCE AT THE FOOTINGS OR GROUND SLAB

(4) IF THE BUILDING HAS A NON-COMBUSTIBLE ROOF COVERING, TO THE UNDERSIDE OF THE ROOF COVERING, OR  
(B) IF THE BUILDING HAS A COMBUSTIBLE ROOF COVERING, TO NOT LESS THAN 450MM ABOVE THE ROOF COVERING.

**SPECIFICATION CLOD FIRE HAZARD PROPERTIES:**  
MATERIAL USED IN THE BUILDING: HAVING FLAMMABILITY, SMOKE DEVELOPMENT, AND TOXICITY INDEXES AS SET OUT IN SPECIFICATION C10.

**SPECIFICATION C10:**  
PART 3.2.1: SMOKE ALARMS

— AUTOMATIC FIRE DETECTION AND ALARM SYSTEM TO BE PROVIDED IN ACCORDANCE WITH PART 3.2.1 REQUIREMENTS FOR SMOKE ALARMS

(1) ANY STOREY CONTAINING BEDROOMS:  
PART 3.8 : HEALTH AND AMENITY  
- WEIR AREAS WITHIN THE PROPOSED BUILDING TO COMPLY WITH THE REQUIREMENTS OF PART 3.8.1 (WEIR AREAS)  
PART 3.8.2 : VENTILATION  
3.8.2.1 PERFORMANCE REQUIREMENT 3.8.2.5.5 IS SATISFIED FOR A MECHANICAL EXHAUST SYSTEM IF IT IS INSTALLED IN ACCORDANCE WITH AS 16682  
3.8.2.1 APPLICATION WITH AS 16682  
PART 3.8.6 SOUND INSULATION  
3.8.6.2 VENTILATION REQUIREMENT

3.8.6.1 APPLICATION  
COMPLIANCE WITH THIS PART SATISFIES PERFORMANCE REQUIREMENT P2.4.6 FOR SOUND INSULATION.  
3.8.6.2 SOUND INSULATION REQUIREMENTS  
(A) TO PROVIDE INSULATION FROM AIRBORNE AND IMPACT SOUND, A SEPARATING WALL BETWEEN 2 OR MORE CLASS 1 BUILDING MOST:  
(1) ACHIEVE THE WEIGHTED SOUND REDUCTION INDEX WITH SPECTRUM ADAPTION TERM (RW+Ctr) AND DISCONTINUOUS CONSTRUCTION REQUIREMENTS, AS REQUIRED BY TABLE 3.8.6.1 AND

(2) BE INSTALLED IN ACCORDANCE WITH THE APPROPRIATE REQUIREMENTS OF 3.8.6.3 AND 3.8.6.4.

(B) FOR THE PURPOSE OF THIS PART, THE RW + CTR MUST BE DETERMINED IN ACCORDANCE WITH AS/NZS 1276.2 OR ISO717, USING RESULTS FROM LABORATORY MEASUREMENTS.

PART 3.9 : SAFE MOVEMENT AND ACCESS  
- THE TRENDS AND RISERS OF THE PROPOSED STAIRS ARE TO COMPLY WITH PART 3.9.12 (GENERAL REQUIREMENTS).

THIS LIST OF SERVICES AND EQUIPMENT IS NOT INTENDED TO BE A THEORY OF SAFETY PROVIDED TO THE USER. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE EQUIPMENT AND THE BCU APPLICABLE TO THE BUILDING CONSTRUCTION, FROM THE FOLLOWING LIST:

- E1 (PUMP), E2 (PUMP), E3 (PUMP), E4 (PUMP), E5 (PUMP), E6 (PUMP), E7 (PUMP), E8 (PUMP), E9 (PUMP), E10 (PUMP), E11 (PUMP), E12 (PUMP), E13 (PUMP), E14 (PUMP), E15 (PUMP), E16 (PUMP), E17 (PUMP), E18 (PUMP), E19 (PUMP), E20 (PUMP), E21 (PUMP), E22 (PUMP), E23 (PUMP), E24 (PUMP), E25 (PUMP), E26 (PUMP), E27 (PUMP), E28 (PUMP), E29 (PUMP), E30 (PUMP), E31 (PUMP), E32 (PUMP), E33 (PUMP), E34 (PUMP), E35 (PUMP), E36 (PUMP), E37 (PUMP), E38 (PUMP), E39 (PUMP), E40 (PUMP), E41 (PUMP), E42 (PUMP), E43 (PUMP), E44 (PUMP), E45 (PUMP), E46 (PUMP), E47 (PUMP), E48 (PUMP), E49 (PUMP), E50 (PUMP), E51 (PUMP), E52 (PUMP), E53 (PUMP), E54 (PUMP), E55 (PUMP), E56 (PUMP), E57 (PUMP), E58 (PUMP), E59 (PUMP), E60 (PUMP), E61 (PUMP), E62 (PUMP), E63 (PUMP), E64 (PUMP), E65 (PUMP), E66 (PUMP), E67 (PUMP), E68 (PUMP), E69 (PUMP), E70 (PUMP), E71 (PUMP), E72 (PUMP), E73 (PUMP), E74 (PUMP), E75 (PUMP), E76 (PUMP), E77 (PUMP), E78 (PUMP), E79 (PUMP), E80 (PUMP), E81 (PUMP), E82 (PUMP), E83 (PUMP), E84 (PUMP), E85 (PUMP), E86 (PUMP), E87 (PUMP), E88 (PUMP), E89 (PUMP), E90 (PUMP), E91 (PUMP), E92 (PUMP), E93 (PUMP), E94 (PUMP), E95 (PUMP), E96 (PUMP), E97 (PUMP), E98 (PUMP), E99 (PUMP), E100 (PUMP).

EL7 (FIRE AND SMOKE ALARMS),  
SPECIFICATION EL17 (FIRE DETECTION AND ALARM SYSTEM) AND EL9  
(FIRE PRECAUTIONS DURING CONSTRUCTION).  
SECTION F (HEALTH AND AMENITY)  
PART F1 DAMP AND WEATHERPROOFING-

- STORM WATER DRAINAGE MUST COMPLY WITH AS/NZS 3500.3.2.
- ROOF COVERING TO COMPLY WITH FL15.
- SARKING MUST COMPLY WITH AS/NZS 4200 PARTS 1 AND 2.
- WATER PROOFING OF WET AREAS IN BUILDINGS, TO COMPLY WITH FL17.
- DAMP PROOFING OF FLOORS ON GROUND, TO COMPLY WITH FL10.
- PROVISION OF FLOOR WASTES, TO COMPLY WITH FL11.
- PART EX. LIGHT AND VENTILATION.

-VENTILATION OF BASEMENT CARPARK TO COMPLY WITH F4.11 (PUBLIC CARPARKS).

-OTHER PORTION OF BUILDING NOT RECEIVING NATURAL VENTILATION TO THE STANDARDS SET OUT IN PART F4, SHALL BE PROVIDED WITH A SYSTEM OF MECHANICAL VENTILATION COMPLYING WITH F4.5 (VENTILATION OF ROOMS).

COMPLIANCE

UNITED TO THE FOLLOWING AUSTRALIAN STANDARDS:

AS1292	PRESCRIBED ILLUMINATION LIGHTING IN BUILDINGS
AS1370	MASSIVE STRUCTURES
AS1670	FIRE PROTECTION, WARNING, CONTROL AND INTERCOM SYSTEMS
AS1671	SYSTEMS OF DETECTION, ALARM AND COMMUNICATIONS
AS1672	MECHANICAL, ELECTRICAL AND CONSTRUCTION IN BUILDINGS
AS1680	GENERAL REQUIREMENTS FOR ACCESS - NEW BUILDING WORK
AS1681	ACCESS - EXISTING BUILDINGS
AS1682	PLUMBING AND DRAINAGE PART 1: STORMWATER DRAINAGE
AS1683	PLUMBING AND DRAINAGE PART 2: SEWAGE DRAINAGE
AS1684	RESIDENTIAL WALLS
AS1685	RESIDENTIAL WALLS
AS1686	INSTALLATION OF ROOF TILES
AS1687	SELECTION AND INSTALLATION
AS1688	COMPOSITE STRUCTURES
AS1689	RESIDENTIAL SLABS AND FLOORS CONSTRUCTION
AS1690	MASSIVE STRUCTURES
AS1691	ELECTRICAL INSTALLATIONS
AS1692	MECHANICAL VENTILATION AND AIR CONDITIONING IN BUILDINGS
AS1693	PORTABLE FIRE EXTINGUISHERS AND FIRE BLANKETS SELECTION
AS1694	PORTABLE FIRE EXTINGUISHERS AND FIRE BLANKETS SELECTION
AS1695	COMPONENTS FOR THE PROTECTION OF OPENINGS IN GLASS CURTAIN WALLS
AS1696	GLASS CURTAIN WALLS
AS1697	ACOUSTICS RECOMMENDED DESIGN SOUND LEVELS AND REQUIREMENTS FOR NEW BUILDINGS
AS1698	ACOUSTICS RECOMMENDED DESIGN SOUND LEVELS AND REQUIREMENTS FOR NEW BUILDINGS
AS1699	SAFETY HANDBOOK FOR SWIMMING POOLS
AS1700	LOCATION OF SAFETY BARRIERS FOR SWIMMING POOLS

ADDITIONAL NOTES:

1. ALL WATERS TO THE WATER TOWER TANK

2. PROVIDE FIXED OUTDOOR LIGHTS, POWER

3. ALL WALL FIXTURES TO BE INSTALLED AS TO BE RATED AAA

4. NEW HOT WATER SYSTEM IS TO ACHIEVE A MINIMUM 4 STARS

5. ALL EXTERNAL TILES ARE TO BE SLIP RESISTANT

## An aerial photograph of a suburban neighborhood. The houses are arranged in a grid-like pattern with streets. A large, light-colored house is prominent in the center of the image. The surrounding area is filled with trees and smaller houses.

DRAWING SCHEDULE			
SHEET No.	TITLE	SCALE	REV
000	COVER SHEET	NTS	A
201	EXISTING GROUND FLOOR PLAN	1"=0'	A
202	DEMOLITION GROUND FLR. PLAN	1"=0'	A
203	PROPOSED GROUND FLR. PLAN	1"=0'	A

REV	DATE	DESCRIPTION
A	23.05.23	ISSUE TO CLIENT FOR REVIEW

REV	DATE	DESCRIPTION	BY	CLIENT
A	2/10/23	ISSUE TO CLIENT FOR REVIEW	AD	
<p>AD DESIGN PROJECT PTY LTD            ABN 61 447 964 848</p>				
		Project Name	Name	
		Address Line 1	Address Line 1	
		Address Line 2	Address Line 2	
		PROJECT ADDRESS	PROJECT ADDRESS	
		Address Line 1	Address Line 1	
		Address Line 2	Address Line 2	
			<p>H 0447 802 848            A 0447 802 848            Rostree, NSW 2039            E antonio@agprojects.com.au</p>	

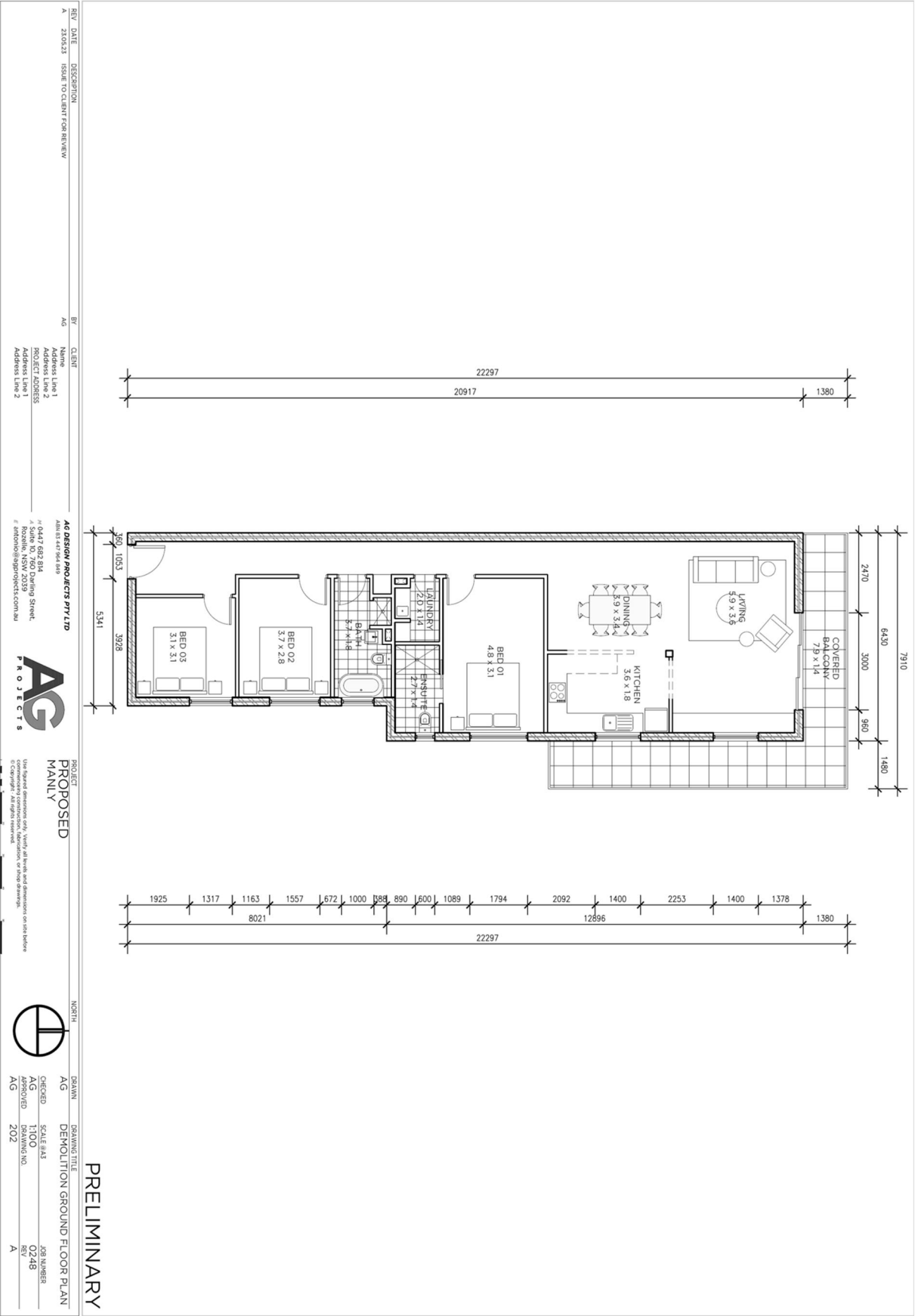
PROJECT  
**PROPOSED**  
MANLY

NORTH	
DRAWN	DRAWING TITLE
AG	COVER SHEET
CHECKED	SCALE @A2
AG	NTS
APPROVED	DRAWING NO.
AG	000
	JOB NUMBER
	0248
	REV
	A

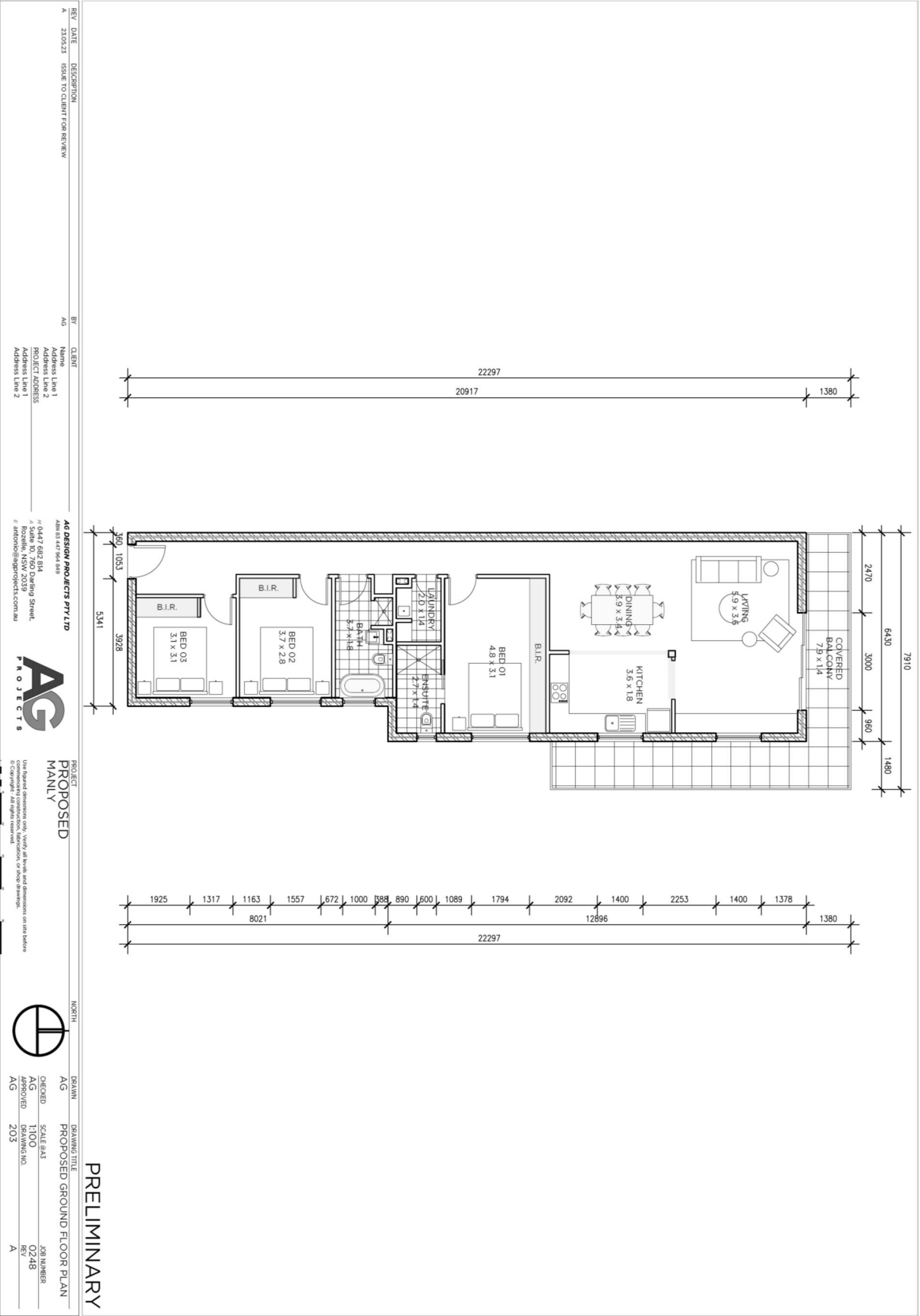


DRAWN	DRAWING TITLE
AG	EXISTING GROUND FLOOR PLAN

CHECKED	SCALE @ 1/4" = 1'-0"	JOB NUMBER
AG	1:100	0248
APPROVED	DRAWING NO.	REV
AG	201	A







## Proposal

Proposal # RF0053

Date: 22/05/23

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Dear Rosey & Joe,

Further to your request and our subsequent on-site inspection, we have pleasure in submitting our quotation as follows;

### Scope of Works:

#### Includes:

- Preliminaries including admin and schedule of finishes
  - Site establishment and risk assessments
  - Safe disconnection of plumbing and electrical within apartment
  - **DEMO – includes** : Removal and disposal of existing kitchen, laundry, main bathroom and ensuite (fixtures and fitting + existing tiled surfaces)
  - Supply and erect masonry infill wall within existing common party wall to separate both apartments
  - Complete engineers specified opening of kitchen walls to create open plan space (does not include engineering)
  - Updating of plumbing and electrical services as per agreed floor plan (includes laundry, kitchen, main bathroom and ensuite plumbing + new power points, lighting + switching electrical)
  - Supply & Completion of certified waterproofing
  - Supply & Renovate main bathroom and ensuite (tiles and fixtures included and selected from our nominated range)
  - Supply & Renovate laundry room (tiles and fixtures included and selected from our nominated range)
  - Refurbishment of door locks to all internal doors
  - Complete new re-paint of entire interior of apartment – includes ceilings, walls, doors and trims
  - Supply and install new tiles/floor boards and/or carpet to all rooms (floor coverings to be selected from our nominated range)
  - Supply & Install new polyurethane kitchen complete with sink, tapware and 20mm quartz stone tops – As per approved floor plans
  - Supply & Install new built in wardrobes to three bedrooms (To be selected from our nominated range)
  - PC ITEMS - Supply & Install of new appliances as selected (subject to availability, Priced upon confirmation of brand and model) - includes:
  - Clean up and removal and disposal of all trade waste
-

## Execution

THE COMMON SEAL of **The Owners—Strata Plan No 7679** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

Common Seal
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Date of affixing of the Seal
------------------------------