

Consolidated By Laws Strata Scheme 76580



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Definitions

In these by-laws:

Act means Strata Schemes Management Act 1996(NSW) as amended.

Authorised Users means the representatives, contractors, agents, employees, licensees, clients, customers or invitees of a person.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme

Balcony means the areas shown on the Strata Plan as being a Terrace, Enclosed Terrace, Courtyard, Balcony or any other area generally considered to have the attributes of a balcony as determined by the Executive Committee

Building means the building constructed within the Scheme and includes all car parking, storage, Recreational Facilities and Common Property within the Scheme.

Building Caretaker means the person or corporation referred to in By-law 31, whether appointed by the Original Owner or the Owners Corporation.

Building Caretaking Agreement means any building caretaking agreement entered into in accordance with By-law 31.

Building Caretakers Lot means Lot 20 where the registered proprietor is either a party to the agreements described in By-law 31 or a part, associated with it.

Common Property means:

- (a) Common property in the Scheme; and
- (b) The Owners Corporation's personal property.

Executive Committee means the Executive Committee of the Owners Corporation elected in accordance with the Act.

Exclusive Use Building Caretaker's Office and Storage Area means an area of the Common Property dedicated to the exclusive use and enjoyment of the Building Caretaker from which the Building Caretaker can carry out the functions of a building caretaker in accordance with By-law 31 as shown on the Exclusive Use Building Caretaker's Office and Storage Area Plan.

Exclusive Use Building Caretaker's Office and Storage Area Plan means the plan of the Exclusive Use Building Caretaker's Office and Storage Areas annexed to these By-laws and marked "Annexure B"

Exclusive Use Car Parking Area means an area of the Common Property dedicated to the exclusive use and enjoyment of an Owner or Occupier of a Lot as shown on the Exclusive Use Car Parking Area Plan.

Exclusive Use Car Parking Area Plan means the plan of the Exclusive Use Car Parking Areas annexed to these By-laws and marked "Annexure A".

Garden Area means an area of the Common Property that has been established as a garden by the Original Owner.

Gas Services means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and individual Lots.

Intercom System means any system for communication between parts of the Common Property (including the entrances to the building) and individual Lots.

Lot means a Lot in the Scheme.

Occupier means an Occupier or lessee of a Lot.

Original Owner means *Sydney Investment House (Newcastle) Pty Limited*.

Owner means:

- (a) the registered proprietor for the time being of a Lot;

- (b) if a Lot is at any time subdivided, the Owners for the time being of each of the new Lots created as a result of that subdivision;
- (c) in the context of a By-law granting exclusive use and special privileges over Common Property, the Owner(s) of the Lot(s) having the benefit of that exclusive use or special privilege; and
- (d) Unless a By-law states otherwise, the mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation for the Scheme.

Recreational Facilities means any common facilities located on the Common Property and includes (but is not limited to) all children's playing equipment located on the Common Property.

Rules means the rules created in accordance with By-law 2.1 as may be added to or varied by the Executive Committee from time to time.

Scheme means the strata scheme created on registration of the strata plan accompanying these by-laws.

Security System means any system designed to promote security within the Building, including audio surveillance devices, visual security cameras and other audio/visual surveillance equipment.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Owner or Owner's Corporation, as the case may be, has granted to a Lot Owner a right to exclusive use and enjoyment or an authority to occupy of an area of Common Property for the purpose of storage.

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

Strata Plan means the plan of strata subdivision registered at the Office of Land and Property Information accompanying these By-laws.

Unit Entitlements means the unit entitlements determined in accordance with the Act as recorded on the Strata Plan.

2 Rules

- 2.1 The executive committee may make Rules about the security, control, management, operation, use and quiet enjoyment of the Building. Rules must comply with and be consistent with the by-laws and the Act.
- 2.2 The Executive Committee may add to or change the Rules at any time.
- 2.3 An owner or Occupier must comply with the Rules.
- 2.4 If a Rule is inconsistent with a by-law or the Act, the by-law or Act prevails to the extent of the inconsistency.
- 2.5 Any Owner or Occupier may obtain a copy of the current Rules on reasonable notice from the Building Caretaker or the Strata Manager.

3 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property, or install any device within the owner's Lot, likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

4 Vehicles

- 4.1 An Owner or Occupier must not park or stand (for any period other than to load and unload passengers) any motor or other vehicle on Common Property nor park or stand any motor or other vehicle that may obstruct access to the driveway at any time or allow any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property or obstruct access to the driveway except with the prior written approval of the Owners Corporation.

- 4.2 An Owner or Occupier or their representatives, contractors, agents, employees or licensees, must not park or stand any motor or other vehicle in any parking space designated for use by visitors without the express approval of the Owners Corporation.
- 4.3 An Owner or Occupier or any Authorized User must not at any time enclose any car parking space forming part of the Lot, alter or erect anything on such car parking space without the express approval of the Original Owner of the Owners Corporation which may be refused in its absolute discretion or approved subject to any conditions that the Owners Corporation may impose in its absolute discretion.
- 4.4 An Owner or Occupier may not lease, transfer, assign or otherwise part with possession of its allocated car space within the Building, if any, to any person or entity other than another Owner or Occupier of a Lot within the Building.

5 Obstruction of Common Property

An Owner or Occupier or any Authorized Use must not obstruct the lawful use of Common Property by any person.

6 Damage to Lawns and Plants on Common Property

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

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) Use any portion of the Common Property for a garden for their own purpose.

7 Damage to Common Property

- 7.1 An Owner or Occupier or any Authorized User 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 prior written approval of the Owners Corporation.
- 7.2 An approval given by the Owners Corporation under by-law 7.1 cannot authorize any additions to the Common Property.
- 7.3 This by-law does not prevent an Owner or person authorized by an Owner from installing:
- (a) Any locking or other safety device for protection of the Owner's Lot against intruders;
 - (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; Provided that such screen, structure or device complies with the Fire Safety Standards of Australia.
- 7.4 Any such locking or safety device, screen, other device or structure installed in accordance with by-law 7.3 must be installed in a competent and proper manner, must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building and must only be installed after the Owner has first obtain consent from the Owners Corporation that the locking or safety device, screen, other device or structure does comply with this by-law and consent from Council or any relevant consent authority, if necessary.
- 7.5 Despite section 62 of the Act, the Owner must:
- (a) Maintain and keep in a state of good and serviceable repair and installation or structure referred to in by law 7.3 that forms part of the Common Property and that services the Lot and;
 - (b) Repair any damage caused to any part of the Common Property by the installation or removal of any installation or structure referred to in by-law 7.3.

7.6 If an Owner or person authorized by an Owner installs a device, screen or structure pursuant to clause 7.3, which does not comply with Fire Safety Standards of Australia or is not in keeping with the appearance of the Building in accordance with by-law 7.4, the Owners Corporation or any person authorized by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with Fire Safety Standards of Australia or is in keeping with the appearance of the Building in accordance with by-law 7.4. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

7.7 An Owner or Occupier or any Authorized User must not install a security alarm system within its Lot unless the security alarm system is a back to base system and not an audible alarm system.

8 Behaviour of Owners, Occupiers and Invitees

8.1 An Owner or Occupier or any Authorized User 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.

8.2 An Owner or Occupier must take all reasonable steps to ensure that any Authorized User of the Owner or Occupier does 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 the Common Property.

8.3 Where these by-laws require an Authorized User to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting the Authorized User to enter the Building must ensure that the relevant Authorized User complies with such requirement.

8.4 An Owner or Occupier or any Authorized User must not, nor permit any invitee or child, ride any bicycle, skate-board, roller-skates or the like on the Common Property.

9 Children Playing on Common Property

An Owner or Occupier or any Authorized User must not permit any child of whom the Owner or Occupier or any Authorized User has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property or Recreational Facilities, unless accompanied by an adult exercising effective control, to enter or to remain within the Recreational facilities and Common Property including the car parking areas and other areas of possible danger or hazard to children.

10 Depositing Rubbish and Other Materials on Common Property

An Owner or Occupier or any Authorized user must not deposit or throw on the Common Property any rubbish dirt, dust, or other materials likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

11 Drying of Laundry Items

An Owner or Occupier or any Authorized User 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 Lot or Common Property in such a way as to be visible from outside the Building or any other Lot within the Building other than on any lines provided by the Owners Corporation for the purpose and then only for a reasonable period.

12 Cleaning Windows & Doors

An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property, unless:

- (a) The Owners Corporation resolves that it will keep the glass or specific part of the glass clean; or

- (b) That glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

13 Storage of Inflammable Liquids and Other Substances

- 13.1 An Owner or Occupier or any Authorised User 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, any explosive or combustible materials or materials capable of being used to create explosives or become combustible, corrosive agent or compound or toxic substance or other inflammable material.
- 13.2 This by-law 13 does not apply to chemicals liquids, gases or other material stored in a legally approved storage vessel used and intended to be used for normal domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14 Moving Furniture and Other Objects on or Through Common Property

- 14.1 An Owner or Occupier or any Authorised User must not transport any furniture, large objects or deliveries to or from the Lot through or over Common Property within the Building unless sufficient notice has first been given to the Building Caretaker (or, if a Building Caretaker has not been appointed, to the Executive Committee) so as to enable the Building Caretaker or the Executive Committee (as the case may be) to, should the Building Caretaker or the Executive Committee deem necessary, arrange for its nominee to be present at the time when the Owner or Occupier or any Authorised User undertakes the activity referred to in this by-law 14.1.
- 14.2 An Owner or Occupier or any Authorised User must be present and personally supervise the transportation of any furniture, large objects or deliveries to or from the Lot.
- 14.3 In the event that An Owner or Occupier or any Authorised User wishes to transport any furniture, large objects or deliveries to or from the Lot during afterhours or during a period that the Building Caretaker is not available (or, if a Building Caretaker has not been appointed, to the Executive Committee, a representative of the Executive Committee is not available), the Owner or Occupier or any Authorised User shall be responsible to reimburse the Owners Corporation for the cost of hiring a supervisor to supervise the transportation.
- 14.4 The Owners Corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including but not limited to the use of protective covers for surfaces forming part of the Common Property, prohibitions on the use of trolleys or other moving devices having metal Wheels and insurance requirements.
- 14.5 If the Owners Corporation has determined, by resolution in accordance with by-law 14.4, The manner in which furniture, large objects or deliveries to and from the Lot are to be Transported, then an Owner or Occupier or any Authorised User must not transport any Furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution. The Building Caretaker may inspect any parts of the Common Property and may direct any Owner or Occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that Owner, Occupier or its Authorised Users.
- 14.6 An Owner or Occupier or any Authorised User must not make any deliveries to the Common Property unless a prior appointment has been made with the Building Caretaker or the Executive Committee. The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of any loading dock forming part of the Common Property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.
- 14.7 An Owner or Occupier or any Authorised User shall comply with any Rules and directions by the Building Caretaker (or, if a Building Caretaker has not been appointed, directions by the Executive Committee), as to the transportation of any furniture, large objects or deliveries to or from the Lot through or over Common Property within the Building, including what lift or lifts may be used to transport such items.

15 Floor Coverings

- 15.1 An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- 15.2 This by-law 15 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or other area being tiled or exposed timber flooring at the time of registration of the strata plan creating the Scheme.
- 15.3 An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other product which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot, without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion and may not be granted unless the Owner or Occupier has provided evidence to the Owners Corporation from a suitably qualified expert that such covering complies with current BCA acoustic requirements.
- 15.4 Notwithstanding by-law 15.2, should an Owner wish to retile or recover any floor space comprising a kitchen, laundry, lavatory or bathroom or other area that was tiled or exposed timber flooring at the time of registration of the strata plan creating the Scheme. The Owner must first obtain the consent in writing of the Owners Corporation, which shall not be unreasonably withheld provided the Owner or Occupier has provided evidence to the Owners Corporation from a suitably qualified expert that such covering complies with current BCA acoustic requirements and shall not interfere with the waterproofing membrane, if any.

16 Garbage Disposal

- 16.1 An Owner or Occupier must:
- (a) Dispose of general waste by using the garbage chute in the Building, which can be accessed on each floor through the garbage room located on the Common Property;
 - (b) Ensure that no glass or sharp items or any other items that may damage or block the garbage chute are placed in the garbage chute;
 - (c) Dispose of recyclable waste by placing it in an appropriate container in the garbage area located on Level One;
 - (d) Ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely cleaned and drained, and
 - (e) promptly remove any thing which the Owner, Occupier or any Authorised User or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.2 Owners and Occupiers and any Authorised Users must comply with the directions from time to time of the Building Caretaker or the Executive Committee as to the manner of disposal of garbage.
- 16.3 In the event that an Owner, Occupier or Authorised User does not dispose of items or rubbish as set out in this by-law 16, or either leaves items or rubbish in the garbage room located on each level or on any Common Property, or damages the garbage chute by the incorrect disposal of items or rubbish, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may remove the items or rubbish or undertake any works necessary to repair the garbage chute as may be required. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or repair works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 16.4 Nothing in this by-law 16 requires an Owner or Occupier or any Authorised User to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

17 Keeping of Animals

- 17.1 Subject to section 49(4) of the Act, an Owner or Occupier or any Authorised User must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog (capable of being carried whilst on Common Property), a small caged bird or fish kept in its secure aquarium) on the Lot or the Common Property unless the Owners Corporation gives its prior written approval to the keeping of an animal on a Lot or the Common Property.
- 17.2 The Owner or Occupier or any Authorised User who keeps an animal on the Lot under by-law 17 .1 must at all times:
- (a) keep the animal within the Lot;
 - (b) ensure that the animal is kept clean and free of vermin and noxious smells at all times;
 - (c) carry the animal when it is on the Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise) with Owners or Occupiers of any other Lot.
- 17.3 Despite by-law 17 .1, an Owner may keep an animal on the Owner's Lot if:
- (a) The original owner approved of the keeping of such animals, prior to the date on which the relevant Owner became the owner of a Lot; and
 - (b) The owner otherwise complies with bylaws 17.2, and provided that such a right shall continue only for so long only as the animal referred to in the original owners approval is alive.

18 Appearance of Lot

- 18.1 The Owner or Occupier or any Authorised User, except the Original Owner whilst the Original Owner owns a Lot or Lots within the Scheme, must not, without the written consent of the Owners Corporation, affix or display anything to the exterior of the Building or a Lot within the Building or the Common Property or 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 or detracts from the appearance of the Building. This prohibition includes (without Limitation):
- (a) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
 - (b) satellite dishes or antennas.
- 18.2 This by-law 18 does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
- 18.3 This by-law is subject to the building caretakers rights under By-law 31.

19 Notice Board

- 19.1 The Owners Corporation will cause a notice-board to be affixed to some part of the Common Property
- 19.2 An Owner or Occupier may not affix any signs or notices on the notice-board without the consent of the Owners Corporation.

20 Change in Use of Lot to Be Notified

- 20.1 An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in hazardous activity being carried out on the Lot).

- 20.2 Despite By-law 20.1, the Owner or Occupier is only permitted to use the lot for a purpose permitted by law.
- 20.3 The Owner or Occupier of every Lot except the Building Caretaker's Lot must not on any Lot or the Common Property, except with the written consent of the Owner of the Building Caretaker's Lot, conduct or participate in the conduct of the business of a letting agent, or the business of an on-site building caretaker, or any other business activity that is either an activity identical or substantially identical with any of the services relating to the business of a letting agent or the business of an on-site building caretaker.

21 Curtains & Window Coverings

- 21.1 An owner or occupier shall not hang any curtain, blind or any other window dressing in any window or door other than a blind or curtain approved by the original owner or Owners Corporation.
- 21.2 Any curtain or blind in a window or door which faces public or common areas must have a backing of white/off-white, cream, silver or pale grey.

22 Air Conditioning in the Building

- 22.1 For the purpose of this by-law, the following terms have the following meanings;
- Air-conditioning System** means any air-conditioning system that is installed in the Lot either by the Original Owner at the time of registration of the Strata Plan or following registration of the Strata Plan by an Owner or Occupier in accordance with this By-law 22, including any air or water condenser, plant, pipes, wires, cables, ducts, pumps and fans, and the like forming part of the air-conditioning system.
- Compressor Unit** means the external compressor unit that forms part of the Air-conditioning System.
- 22.2 The Owner of each Lot is the owner of the Air-conditioning System, if any, that exclusively services its individual Lot and has the exclusive right to use or connect to the area of the Common Property, if any, where the Air-conditioning System is located including any ceiling void or roof area, together with the right to pass and repass over such areas of the Common Property necessary to gain access to the Air-conditioning System.
- 22.3 The Owner is responsible for the ongoing repair and maintenance of the Air-conditioning System and shall ensure that the Air-conditioning System is maintained at all times to avoid damage to the Common Property and to any other Lot should the Air-conditioning System fail.
- 22.4 The Owner of each Lot has the right to install an Air-conditioning System in its Lot PROVIDED that the Owner has first obtained the consent of the Original Owner during the initial period or the Owners' Corporation thereafter including consent as to where the Owner may place the Compressor Unit on the Balcony or other area of Common Property as nominated by the Original Owner or the Owners' Corporation as the case may be.
- 22.5 Should an Owner wish to install an Air-conditioning System following registration of the Strata Plan, the Owner shall, following obtaining approval of the Original Owner or the Owners' Corporation as the case may be pursuant to By-law 22.4, undertake such works promptly and continuously and in such a manner as to cause as little noise and inconvenience to other Lot Owners and Occupiers and shall reinstate any Common Property or other Lot damage by the undertaking of such works.

23 Hot Water Systems

- 23.1 The Owner of each Lot has a right to use the Common Property hot water system.
- 23.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- 23.3 The Owners Corporation must operate, maintain, repair and replace the hot water system.
- 23.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system

24 Structural Support in the Building

An owner or occupier other than the original owner, when it has ownership, must not carry out alterations to any part of the building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

25 Access to Inspect or Read Meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on reasonable notice, give access to authorised persons to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Building Caretaker or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

26 Recreational Facilities

26.1 An Owner or Occupier must (and must ensure that any Authorised User does):

- (a) not use the Recreational Facilities between the hours of 9.00pm and 7.00am;
- (b) ensure that his or her Authorised Users do not use Recreational Facilities unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children do not use Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the Recreational Facilities or other areas of the Common Property;
- (e) exercise caution at all times and not run or behave in any manner that is likely to interfere with the safe use of the Recreational Facilities by other persons;
- (f) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities
- (g) at all times be adequately clothes so not to be likely to offence other persons using the recreational facilities.
- (h) be adequately clothed (including adequate footwear) and dry when leaving or entering the Recreational Facilities, Reception Area and other areas of the Building;
- (i) not smoke, eat, drink or consume alcohol in the Recreational Facilities or its surrounds; and
- (j) comply with any Rules that the Executive Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

26.2 An Owner, Occupier or Authorised User shall not conduct any function, party, meeting or gathering in the Reception Area without first obtaining the approval of the Owners Corporation whose approval may be withheld in its absolute discretion.

27 Security

27.1 The Owners Corporation must take reasonable steps to:

- (a) prevent fires and other hazards within the Building and the Common Property; and
- (b) operate, maintain and monitor any Security System installed in the Building.

27.2 In addition to Its powers under the Act, the Owners Corporation may install and operate in Common Property a Security System in the Building.

27.3 An Owner or Occupier or any Authorised User must not:

- (a) interfere with the Security System; or

- (b) do anything that might prejudice the security or safety of the Building.

27.4 An Owner or Occupier or any Authorised User must take reasonable care to ensure that security doors in the Building are locked or secured in conformity with fire regulations when they are not being used.

28 Gas Service

28.1 The Owner of each Lot has a right to use the Gas Service.

28.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

28.3 The Owners Corporation must operate, maintain, repair and replace the Gas Service at the cost of the Owners Corporation except any damage caused by the negligent acts or omissions of any Lot Owners, Occupiers or Authorised Users, which such cost shall be borne by the contributing Lot Owner.

28.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any Gas Service.

29 Restricting Access to Common Property

29.1 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) close off or restrict by security key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by security key an Owner or Occupier access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have rights to use any part of the Common Property according to any by-law; and
- (c) allow the Strata Manager, Building Caretaker and security personnel to use part of Common Property to operate from or store their equipment within or monitor the security of the Building from. The Owners Corporation may exclude any Owner or Occupier from using those parts of Common Property that have been so designated for use by the Strata Manager, Building Caretaker and security personnel as the case may be.

29.2 The Owners Corporation or Strata Manager may close off or restrict access to Common Property facilities if such closure or restriction is necessary or desirable to control and administer those facilities.

30 Security Keys & Cards

30.1 The Owners Corporation may give an Owner or Occupier a security key or card. The Owners Corporation may charge an Owner or Occupier a fee or bond if an Owner or Occupier requests extra or replacement security keys/cards.

30.2 Security keys/cards remain the property of the Owners Corporation.

30.3 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) re-code security keys/cards; and
- (b) require an Owner or Occupier to promptly return his or her security keys/cards to the Owners Corporation to be re-coded.

30.4 In addition to its powers under the Act, the Owners Corporation has the power to make agreements with another person (including the Building Caretaker, the Strata Manager or any security personnel) to exercise its functions under this by-law 30 and, in particular, to manage the security key system and provide security keys/cards to Owners and Occupiers. The agreement may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of security keys/cards.

- 30.5 An Owner or Occupier must:
- (a) take all reasonable steps not to lose security keys/cards;
 - (b) return security keys/cards to the Owners Corporation if an Owner or Occupier does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building; and
 - (c) notify the Owners- Corporation immediately if an Owner or Occupier loses a security key/card.
- 30.6 If an owner or occupier leases or licences a Lot an owner or occupier must include a requirement in the lease or licence that the occupier return security keys/cards to the owners corporation when they vacate the building.
- 30.7 An Owner or Occupier must not:
- (a) copy a security key/card: or
 - (b) give a security key/card to a minor or someone who is not an Owner or Occupier.
- 30.8 An Owner or Occupier must comply with reasonable instructions of the Owners Corporation about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.

31 Agreement With the Building Caretaker

- 31.1 In addition to its powers under the Act, the owners corporation has the power to appoint and enter into agreements with the building caretaker to provide management and operation services.
- 31.2 The duties of the Building Caretaker under an agreement between it and the Owners Corporation may include, without limitation:
- (a) care taking, supervising and servicing Common Property;
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (c) arranging for the inspection and certification of plant and equipment as required by laws;
 - (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson, cleaning services and letting services;
 - (e) supervising employees and contractors of the Owners Corporation;
 - (f) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- 31.3 The Owners Corporation must accept the provisions of any Building Caretaking Agreement entered into by the Original Owner and cannot terminate that Building Caretaking Agreement, except in accordance with its terms or the act.
- 31.4 If there is no existing Building Caretaking Agreement as contemplated by by-law 31.3, or at the expiration of the term of the Building Caretaking Agreement referred to in by-law 31.3, the Owners Corporation may enter into a Building Caretaking agreement with a Building Caretaker. Any such Building Caretaking agreement must include:
- (a) the remuneration of the Building Caretaker for the term; and
 - (b) the duties-of the Building Caretaker may be those listed in by-law 31.2. and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The Owners Corporation is not obliged to appoint the same Building Caretaker originally appointed by the Original Owner (if any).
- 31.5 The Owners Corporation and Original Owner may not enter into any Building Caretaking Agreement unless the Building Caretaking Agreement contains an essential term that requires the Building

Caretaker (or the Building Caretaker's employed on-site manager) to reside within a Lot within the Scheme.

- 31.6 The Owners Corporation must not enter into more than one Caretaking Agreement or Letting Agreement under the By-law at any one time or vary this By-law without the written consent of the Building Caretaker and/or Letting Agent.
- 31.7 The Building Caretaker may, at the Building Caretaker's expense erect or procure the erection of all reasonable signs in or about the Common Property for the purposes of promoting the letting, property management and sales service of the Building Caretakers, subject to the prior consent of the Owners Corporation, which will not be unreasonably withheld.
- 31.8 The Owners Corporation has the power to enter into any Agreement with a financier of the Building Caretaker so that the financier's rights pursuant to any security arrangement between the Building Caretaker and the financier can be enforced.
- 31.9 The Owner or Occupier of a Lot must not:
- (a) interfere with or obstruct the Building Caretaker from performing the Building Caretaker duties under the agreements referred to in this By-law; or
 - (b) interfere with or obstruct the Building Caretaker from using any part of the Common Property designated by the Owners Corporation for use by the Building Caretaker.
- 31.10 The Owner or Occupier of every Lot except the Building Caretaker's Lot must not on any Lot or Common Property, except with the written consent of the Owner of the Building Caretaker's Lot, conduct or participate in the conduct of the business of a letting agent, or the business of an on-site building caretaker, or any other business activity that is either an activity identical or substantially identical with any of the services relating to the business of a letting agent or the business of an on-site building caretaker.
- 31.11 The Owners Corporation must not, without the written consent of the Building Caretaker vary or revoke this By-law.

32 Building Caretaking and an Owner or Occupier of a Lot

An Owner or Occupier or any Authorised User must not:

- (a) interfere with or stop the Building Caretaker or the Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or
- (b) interfere with or stop the Building Caretaker or the Strata Manager using such parts of the Common Property (including the erection of any signage on the Common Property) as the Original Owner during the initial period or the Owners Corporation thereafter permits them to use from time to time.

33 Failure To Comply with Bylaws

- 33.1 The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- 33.2 The Owners Corporation must give an Owner or Occupier written notice specifying when it will enter an Owner's or Occupier's Lot to do any work required to be done in exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner or Occupier must:
- (a) give the Owners Corporation (or persons authorised by it) access to an Owner's or Occupier's Lot as required by the notice; and
 - (b) pay the Owners Corporation its costs for doing the work.
- 33.3 The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.

33.4 The rights of the Owners Corporation under this by-law 33 are in addition to those that it has under the Act.

34 Cleaning of Lot & Rangehoods

The Owner or Occupier shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every six (6) months.

35 Products Used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the supplier's recommendations.

36 Use of Balconies

The Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, use balconies to store furniture, goods or any other item. Outdoor furniture kept on balconies:

- (a) Must have an appearance in keeping with the appearance of the rest of the building;
- (b) must not cause damage or be dangerous or have potential to cause damage or injury.

37 Escape of Smoke and Noxious Smells

An owner or occupier or any Authorised user shall ensure that no smoke, including smoke from a BBQ located on a balcony, or other noxious smells escape their lot that may unreasonably affect the use and enjoyment of another Owner or Occupier or any Authorised User of another Lot and shall ensure that items stored on the Lot are cleaned regularly, including any BBQ located on the Balcony, to ensure compliance with this by-law.

38 Storage Areas

The Owner or Occupier or any Authorised User or any Storage Area shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store on the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material.
- (b) be responsible for the repair of any damage caused to the Storage Area and common property as the result of the use of the Storage Area.
- (c) ensure such area is kept clean and all free of rubbish and vermin.

39 Smoking, Alcohol, etc

39.1 An Owner, Occupier or Authorised User must not smoke any cigarette, cigar or other product on the Common Property including within the Recreational Facilities and Reception Area.

39.2 An Owner, Occupier or Authorised User must not consume alcohol or use any illegal substance on the Common Property including within the Recreational Facilities or Reception Area unless such consumption is approved by the Owners Corporation in accordance with by-law 26.2.

40 Use of Lots

An Owner or Occupier of a Lot shall not use its Lot or permit its Lot to be used:

- (a) except for a use permitted by a Development Consent granted by Council or any other relevant consent authority;
- (b) for any illegal use;
- (c) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
- (d) in any manner that interferes with the reasonable enjoyment of the Owner or Occupier of any other Lot.
- (e) except with the written consent of the Owner of the Building Caretaker's Lot, for or conduct or participate in the conduct of the business of letting agent, or . the business of an on-site building caretaker, or any other business activity that is either an activity identical or substantially identical with any of the service relating to the business of a letting agent or the business of an on-site building caretaker.

41 Maintenance of Garden Areas

- 41.1 The Owners Corporation must maintain the Garden Areas from time to time.
- 41.2 An Owner or Occupier of a Lot must not cause damage to a Garden Area nor dispose of any rubbish within a Garden Area nor plant any plants or attempt to take exclusive use of any Garden Area without the express consent of the Owners Corporation.
- 41.3 In the event that the Owners Corporation grant an Owner or Occupier the exclusive use of a Garden Area, the Owner or Occupier shall maintain such Garden Area in a neat and tidy manner and to standard at least equivalent to the standard that the other Garden Areas located on the common property are maintained to from time to time.
- 41.4 In the event that an Owner or Occupier fail to adequately maintain a Garden Area in accordance with By-law 41 J or causes damage to, or disposes rubbish within a Garden Area, the Owners' Corporation may undertake such maintenance, repair or removal and recover the cost of doing so from the respective Owner in accordance with By-law 33.

42 General Exclusive Use Rights

- 42.1 The Owner of each Lot has the right to the exclusive use and enjoyment of any service that exclusively services its individual Lot that is located in and forms part of the Common Property ("Exclusive Services").
- 42.2 The Owner is responsible for the ongoing repair and maintenance of the Exclusive Services.
- 42.3 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Exclusive Services in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-law. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.

43 Use of Commercial Lot

- 43.1 For the purpose of this by-law, the following terms have the following meanings;

Commercial Lot means Lot 10.

Approved Hours of Operation means the hours that the Owner may be permitted to trade as approved by Council or any other regulatory authority.

Approved Signage means Signage that is approved by the Original Owner during the initial period or Owners Corporation thereafter, being Signage that is in keeping with the appearance, aesthetics and architectural integrity of the Building and does not have any

light emission that may cause disruption to another Owner, Occupier or Authorised User of any other Lot.

Permissible Use means the use of the Lot as a cafe or any other use as approved by Council or any other regulatory authority.

Signage means any signage located in the Lot that may be visible by the public from outside the Lot or visible from any other Lot.

- 43.2 The Owner or Occupier of the Commercial Lot may only use such Lot for the Permissible Use.
- 43.3 The Owner or Occupier of the Commercial Lot may only operate its business during the Approved Hours of Operation.
- 43.4 The Owner or Occupier of the Commercial Lot may only erect Approved Signage within the Commercial Lot or upon the Common Property with the consent of the Original Owner during the initial period or the Owners' Corporation thereafter.
- 43.5 The owner or occupier of the commercial Lot shall not erect approved signage unless it has first obtained approval from council or any other regulatory authority for the erection of the Approved Signage in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 43.6 Should the Original Owner or the Owners' Corporation, as the case may be, consent to the erection of the Approved Signage, the Owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Signage attaches to, if any.
- 43.7 Should an Owner or Occupier of the Commercial Lot erect the Approved Signage, the Owner or Occupier is responsible for the ongoing repair and maintenance of the Approved Signage and shall ensure that such Approved Signage is kept clean, free from graffiti and well maintained at all times.
- 43.8 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Approved Signage in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may either remove the Approved Signage or undertake any works necessary to maintain the Approved Signage to be in keeping with this By-law. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand,
- 43.9 Should the Owner or Occupier remove the Approved Signage at any time (or the Original Owner or Owners Corporation remove the Approved Signage in accordance with by-law 43.8), the Owner or Occupier shall repair any damage caused to the Common Property and restore the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 43.10 The Owner or Occupier of the Commercial Lot shall at all times ensure that the Commercial Lot is kept clean and free of rubbish and vermin and shall ensure that the business that operates within the Lot operates in compliance with all current regulatory requirements at all times.
- 43.11 The Owners Corporation shall not unreasonably withhold its consent and shall execute all necessary application that the Owner or Occupier of the Commercial Lot, including any development application or application for a construction certificate provided that such application is for or in support of a permissible Use during approved hours of operation and does not include any signage other than approved signage.

44 Exclusive Use Storage Areas

- 44.1 The Owners and Occupiers and/ or any Authorised User for the time being of the Lot(s) listed in Column A in the table below are entitled to the exclusive use and enjoyment of the Exclusive Use Car parking Area designated in Column B in the table below as further identified on the Exclusive Use Car parking Area Plan (the "Exclusive Use Car parking Rights") subject to the terms contained in this by-law.

Lot Number	Car Parking Area
60	CSA
97	CSB
64	CSC
65	CSD
69	CSE
59	CSF
61	CSG
66	CSH
92	CSI
93	CSJ
94	CSK
95	CSL
96	CSM

- 44.2 The Owners for the time being of the Lot(s) entitled to the Exclusive Use Car Parking Rights specified in by-law 44.1, shall be at liberty to sell, transfer, assign, licence or lease, one or more of the Owner's Exclusive Use Car Parking Rights to another Owner or Occupier of another Lot without the consent of the Owners Corporation.
- 44.3 Should an Owner wish to transfer one or more of the Owner's Exclusive Use Car Parking Rights to an Owner of another Lot, the Owners Corporation shall, at the request and cost of the Owner, call an extra-ordinary meeting of the Owners Corporation for the purpose of passing a resolution to approve the registration of a change in by-laws to give effect to the proposed transfer of the Exclusive Use Car parking Right(s).
- 44.4 The owner or occupier or any authorised user of a exclusive use car parking right shall ensure at all times that the Exclusive Use Car parking Area is keep clean and free from rubbish and vermin and used exclusively for the parking of motor vehicles and not for the storage of any other item (with the exception of a boat that sits wholly within the Exclusive Use Car parking Area and does not cause any inconvenience to any other Lot Owner or Occupier using its Exclusive Use Car parking Area or the Common Property).
- 44.5 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Exclusive Use Car Parking Area in accordance with this is By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may either remove the stored items or undertake any works necessary to maintain the Exclusive Use Car parking Area to be in keeping with this By-law. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner' or Owners Corporation, as the case may be, on demand.
- 44.6 The Owner or Occupier or any Authorised User of a Exclusive Use Car parking Right does indemnify the Owners Corporation against any loss or damage that may be suffered as a result of the Owner or Occupier or any Authorised User use of its Exclusive Use Car parking Area.

- 44.7 If required by the Owners Corporation, the Owner or Occupier or any Authorised User of a Exclusive Use Car parking Right must effect insurance policies, including, workers compensation insurance as required by law and public liability insurance for an amount of not less than \$10,000,000 with respect to the Exclusive Use Car parking Area in the name of the Owners Corporation.
- 44.8 An Owner or Occupier or any Authorised User must not at any time enclose any Exclusive Use Car parking Area, alter or erect anything on such Exclusive Use Car parking Area without the express approval of the Original Owner or the Owners Corporation which may be refused in its absolute discretion or approved subject to any conditions that the Owners' Corporation may impose in its absolute discretion.
- 44.9 The Owners Corporation may amend or repeal this by-law only with the written consent of the Owners for the time being of the Lot(s) entitled to the Exclusive Use Car Parking Rights specified in by-law 44.1 and by way of a special resolution.

45 Financier's Contract With Building Caretaker

45.1 Power to enter financed contract

The Owners Corporation has the power to enter into any agreement with a financier of the Building Caretaker ('financed contract') so that the financier's rights pursuant to any security arrangement between the Building Caretaker ('contractor') and the financier can be enforced. By Law 45.2 sets out the provisions that shall be incorporated in any financed contract pursuant to this clause.

45.2 Limitation on termination of financed contract

45.2.1 The Owners Corporation under a financed contract may terminate the contract if:

- (a) the Owners Corporation has given the financier for the Building Caretaker 'agreements ('contract') written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the contract; and
- (b) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the contract; and
- (c) at least 21 days have passed since the notice was given.

45.2.2 However, the Owners Corporation cannot terminate the contract, if under arrangements between the financier and the contractor, the financier

- (a) is acting under the contract in place of the Contractor, or
- (b) has appointed a person as a receiver or receiver and manager for the contract.

45.2.3 A financier may take the action mentioned in By-law 45.2.2 only if the financier has previously given written notice to the Owners Corporation of the financier' s intention to take the action.

45.2.4 The financier may authorise a person to act for the financier for By-law 45.2.2(a) if:

- (a) the person is not the contractor or an associate of the contract; and
- (b) the Owners Corporation has first approved the person.

45.2.5 For deciding whether to approve a person under By-law 45.2.4, the Owners Corporation:

- (a) must act reasonably in the circumstances and as quickly as practicable; and
- (b) may have regard only to
 - (i) the character of the person; and
 - (ii) the competency, qualifications and experience of the person.

45.2.6 However, the Owners Corporation must not

- (a) unreasonably withhold approval of the person; or
- (b) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation for the application for its approval.

- 45.2.7 By-Law 45.2.2 does not operate to stop the Owners Corporation from terminating the contract for something done or not done after the financier started to act under the By-law.
- 45.2.8 Nothing in this section stops the ending of a financed contract by the mutual agreement of the owners corporation, the contractor and the financier.
- 45.2.9 In this section:
'address for service' for a financier, means the financier's address for service
- (a) detailed in the financed contract; or
 - (b) if the financier's address for service is different to the address contained in the financed contract, the different address.
- 45.2.10 It is the responsibility of the financier to provide written notice to the owners corporation of any changes to its address for service

46 Exclusive Use of Building Caretakers Office & Storage Areas

- 46.1 The Owners and Occupiers of Lot 20 or any authorised user for the time being of Lot 20 are entitled to the exclusive use and enjoyment of the Exclusive Use Building Caretaker's Office and Storage Areas designated on the Exclusive Use Building Caretaker's Office and Storage Area Plan attached to these By- laws and marked "Annexure B" subject to the terms contained in this By-law.
- 46.2 The Owner of Lot 20 may use the exclusive use areas for any purpose incidental to the use of Lot 20 as the Building Caretaker's Lot in accordance with the agreements entered into pursuant to By-law 31.
- 46.3 With respect to the exclusive use areas to be used for signage the Owner of Lot 20 must before constructing, painting or fixing any signage to the exclusive use areas:
- (a) Obtain at its own cost any approvals required from any authority in respect to the installation of the proposed signage; and
 - (b) Effect and maintain a public risk policy in the joint names of the Owner of Lot 20 and the Owners Corporation for an amount of not less than \$10,000,000.00 to insure against damage or injury caused to any person or property of any person in connection with the use of the exclusive use areas and any improvements constructed within the exclusive use areas.
- 46.4 By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots will also apply to the exclusive use areas. The Owners corporation is responsible for structural maintenance of the exclusive use areas.
- 46.5 The Owners Corporation may amend or repeal this By-law inly with the written consent of the Owners for the time being of Lot 20 entitled to the Exclusive Use Building Caretaker's Office and Storage areas specified in By- law 46.1 and by way of special resolution.

Special By-law No. 8 – Works

PART 1

- 1.1 GRANT OF RIGHT
- (a) Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner has the right to carry out the Works (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.
 - (b) An occupier has no right to carry out any Works contemplated by this by-law or otherwise.
 - (c) The purpose of this by-law is to allow Owners to install the Works within the Lot either affecting or not affecting common property, to regulate their maintenance and to regulate Works installed prior to this by-law being made.
- 1.2 THIS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 1996.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 14 Milford St Islington NSW.
- (d) **Council** means Newcastle City Council
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the Home Building Act, 1989, (if any); and
 - (iii) Workers' compensation insurance.
- (f) **Lot** means any lot in strata plan number 76580
- (g) **Major Works** means works that require penetration to common property floors, walls and ceilings including works of a structural nature and which are not Minor Works.
- (h) **Minor Works** means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property).
- (i) **Owner** means the owner of the Lot from time to time.
- (j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 76580
- (k) **Works** means the Minor Works and the Major Works.

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) References to legislation include references to amending and replacing legislation.

PART 3 CONDITIONS

3.1 Before commencement

- (a) An Owner has the right to carry out Minor Works without the consent of the Owners Corporation provided at least fourteen (14) days' notice has been provided to the Owners Corporation, such notice to specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.
- (b) Upon receipt of any notice provided under clause 3.1 (a), should the Owners Corporation determine (at its absolute discretion), or form the opinion or be advised that the works

contemplated are Major Works, then the Owner shall not commence those works without the requisite consent of the Owners Corporation for Major Works under this by-law.

- (c) Before commencement of any Major Works, the Owner must, in addition to its obligations under clause 3.1 (a):
- (i) prepare and provide to the Owners Corporation:
 - I. a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a definition of "Plans" if required to cover the specific scope of Major Works to be carried out; and
 - II. the Owner's written consent to the passing of the by-law, such by-law and form of consent to be prepared by a solicitor appointed by the Owners Corporation and to be considered at the next annual general meeting or at an extraordinary general meeting of the Owners Corporation;
 - (ii) provide a complete proposal concerning the Major Works including but not limited to:
 - (i) plans and specifications of the proposed works;
 - (ii) engineering plans and certification where relevant;
 - (iii) any development consent application to any relevant Authority; and
 - (iv) a report from an engineer nominated by the Owners Corporation concerning the impact works on the structural integrity of the Building and common property;
 - (iii) Pay for all costs of the Owners Corporation including:
 - (i) legal fees for reviewing the proposal;
 - (ii) fee for convening any meeting to consider the proposal;
 - (iii) any other reasonable professional fees required to consider the proposal including strata management fees; and
 - (iv) registration fees for the exclusive use/special privileges by-law contemplated in clause 3.1 (c) (i); and
 - (iv) Obtain the written consent to commencement of the Works from the Owners Corporation upon satisfaction of its obligations in paragraphs (c)(i) - (iii) above.
- (d) Upon receipt of a by-law under clause 3.1(c) (ii) the Owners Corporation (or executive committee) will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law. Such conditions to include (but not be limited to) those set out in clauses 3.2, 3.3, 3.4 and 3.5.

Part 3.2 During Construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation
- (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

- (g) not carry out any chasing, grinding, cutting into any walls or floors within the Lot or the Building without the prior written consent of the Owners Corporation;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;(i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (J) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (m) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

3.3.1 After the Works have been completed the Owner must without unreasonable delay;

- (a) notify the Owners Corporation that the Works have been completed;
- (b) Notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineers) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

PART 3.4 Enduring rights and obligations

3.4 An Owner shall:

- (a) protect all affected areas of the Building outside the Lot from damage relating to the installation, repair, replacement or removal of the Works;
- (b) maintain, replace and keep in good and serviceable repair any Works installed by them or the occupier of their Lot;
- (c) maintain and upkeep those parts of the common property in contact with the Works;
- (d) remain liable for any damage to any lot or common property arising out of or in connection with the installation, repair, replacement or removal of the Works;
- (e) repair and/or reinstate the common property or personal property of the Owners Corporation so as to cover all liabilities assumed by or which may affect an Owner according to this by-law; and
- (f) Indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner.

PART 3.5 Recovery of costs

- 3.5 If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) Recover the costs of such work from the Owner as a debt due.

PART 3.6 Applicability

- 3.6 For the avoidance of doubt, this clause applies to all Works installed prior to and after this by-law being made.

SPECIAL BY-LAW NO 9 - Lots 56 & Lot 81 Window Works

PART 1.1 GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and the exclusive use of the area where the Works are installed subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2 THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 DEFINITIONS & INTERPRETATION

- 2.1 Definitions:

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council
- (c) **Building** means the building situated at 14. Milford St Islington
- (d) **Council** means Newcastle City Council
- (e) **Essential Works** means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 65(1) of the Act or any other law to any part of the common property or other structures or services
- (f) **Glass Louvres** means Frasier Premium I Clear anodised with grey clips
- (g) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$ 10,000,000;
 - (ii) workers' compensation insurance; and
 - (iv) Insurance required under the Home Building Act, 1989 (if any).
- (h) **Lot** means lot 56 & lot 81 in strata plan 76580.
- (i) **Owner** means the owner(s) of the Lot.
- (j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 76580
- (k) **Specifications** means the specifications and locations of the Glass Louvres attached to this by-law and marked "A"
- (l) **Works** means the works to the Lot and common property to be or have already been carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of Glass Louvres to replace the windows throughout the Lot together with the restoration of lot and common

property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment; and
- (g) despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3 Conditions

3.1 Prior to the commencement of the works the owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) Pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) have all external equipment including but not limited to piping and wiring:
 - (i) sufficiently insulated to comply with sound rating as specified by the Owners Corporation if there are any moving parts or components;
 - (ii) installed unobtrusively in a location as approved by the Owners Corporation; and
 - (iii) covered with the same style downpipe and other coverings currently in use for the Building;
- (c) be manufactured and designed to specifications for domestic use.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;

- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other lot owners, occupiers or adjoining property owners;
- (d) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation works do not interfere with or damage the common property or
- (i) the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) not vary the Works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;

- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;
- (f) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (g) ensure the Glass Louvres do not cause water escape or water penetration to lot or common property (including the Lot); and
- (h) indemnify and keep indemnified owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and / or use.

3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

PART 4 Essential Works

- 4.1** (a) In the event that the Owners Corporation is required to carry out Essential Works which may affect the Works, the Owners Corporation shall give prior notice to the Owner (emergencies excepted) and the Owner shall remove at its own cost the Works within such time as directed by the Owners Corporation and reinstate the Works, at its own cost upon completion, from time to time, of Essential Works by the Owners Corporation;
- (b) Where the Owner fails to remove the Works as contemplated by paragraph 4.1 (a) above, the Owner accepts full responsibility for any loss, damage to or destruction of the Works or any part of them caused by the Owners Corporation (or its officers, employees, contractors or agents) carrying out Essential Works;
- (c) No Owner or occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, access, penetration to or removal of all or any part of the Works to carry out Essential Works to the common property which may be attached to, in, under or about the Works; and
- (d) The Owner acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstate any Works damaged or destroyed by Essential Works where the Owner or occupier is in breach of clause 4.1.

Special Bylaw No. 10 – Minor Renovation

Purpose of By-law:

- 1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and/ or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.

Request made to carry out Minor Renovations constitutes consent to conditions of by-law

- 2) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Minor Renovations

- 3) Where any Minor Renovations covered under clause (28) of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

Minor Renovations authorised under this by-law do not confer special privileges or rights to common property

- 4) The Minor Renovations covered under clause (28) of this by-law require the written consent of the Owners Corporation as specified under this by-law, and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- 5) The Owners Corporation may at any time request the removal of the items covered in clause (28) (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the items specified in clause (28) of this by-law.

Minor Renovations that require any local or statutory authority consent shall require a common property rights by-law

- 6) Where any Minor Renovations covered under clause (28) of this by-law require the written approval from a relevant consent authority under the Environmental Planning and Assessment Act 1979 and/ or any other relevant statutory authority whose requirements apply to performance of the Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee for approval with the application.

Cosmetic Works do not require consent

- 7) The Owner may undertake Cosmetic Works without notification and approval of the Owners Corporation.

CONDITIONS

Before undertaking Minor Renovations

Approval of the Owners Corporation

- 8) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee pursuant to section 110 (6) (b) of the Strata Schemes Management Act 2015.
- 9) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee of the Owners Corporation pursuant to this by-law.

Application to undertake Minor Renovations to be submitted

- 10) An Application must be submitted by the Owner in accordance with "Annexure A" to this by-law, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:
 - (a) further specifications of the Minor Renovations;
 - (b) plans and drawings (if relevant);
 - (c) details of the contractor performing the Minor Renovations;
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and

- (e) Copy of Home Owners Warranty Insurance for the works (if applicable)
 - (f) any other documents reasonably required by the Owners Corporation.
- 11) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in clause (10) above, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.
- 12) Where the Owners Corporation rejects the Application, it must provide reasons to the Owner in writing.

Carrying out the Minor Renovations

Hours of Works

- 13) The Owner must perform the Minor Renovations as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- 14) The Owner performing the Minor Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- 15) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

General Conditions

- 16) When performing the Minor Renovations, the Owner must:
- (a) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant)
 - (b) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Minor Renovations.
 - (f) must only perform the Minor Renovations when the door between the Lot and the common property is completely closed.
 - (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Minor Renovations.
 - (h) ensure that any carpeted area is protected by the use of floor protection and kept clean during any Minor Renovations.
 - (i) repair promptly any damage caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Minor Renovations

- 17) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- 18) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- 19) The strata committee may inspect the property at any stage during, and upon completion of the Works.

Owner's Enduring Obligations

Maintenance and Repair

- 20) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the minor renovations
- 21) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- 22) The Owner indemnifies the Owners Corporation against -
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
 - (d) liability under section 122 (6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Minor Renovations.
- 23) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

Repair of Damage

- 24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.
- 25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- 26) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, to the satisfaction of the Owners Corporation.

Defined Terms and Interpretation

- 27) "**Cosmetic Works**" means aesthetic works as defined in section 109 of the Strata Schemes Management Act 2015 and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.
- 28) "**Minor Renovations**" means work items as defined in section 110 of the Strata Schemes Management Act 2015, under Regulation 28 of the Strata Schemes Management Regulations 2016 and as specified below, performed by the Owner, at the Owner's expense and to remain the Owner's fixture:
- (i) Work for the following purposes is prescribed as minor renovations pursuant to **s110 (3) of Strata Schemes Management Act 2015**:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,

- (e) work involving reconfiguring walls (excluding structural or load bearing walls),
 - (ii) Work for the following purposes is prescribed as minor renovations pursuant to **Regulation 28** of the **Strata Schemes Management Regulations 2016**:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (b) installing a rainwater tank,
 - (c) installing a clothesline,
 - (d) installing a reverse cycle split system air conditioner,
 - (e) installing double or triple glazed windows,
 - (f) installing a heat pump,
 - (g) installing ceiling insulation
 - (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section **110 (6) (a)** of the **Strata Schemes Management Act 2015**:
 - (a) Installing any other type of air-conditioner/system
 - (b) Installing false ceilings
 - (c) Installing security systems/ alarms
 - (d) Installing fixtures to internal surfaces of common property walls
 - (e) Installing Foxtel or Pay TV connection
 - (f) Installing new plumbing, gas and electrical equipment and services
- 29) **"Owner"** means any owner or owners of a lot from time to time on strata plan no.76580.
- 30) In this by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- 31) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Special By Law No. 11 – Preservation of Fire Safety

General Requirements

- 1) An Owner or Occupier of a lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the lot or Common Property that is likely to affect the operation of Fire Control Equipment in the parcel or to reduce the level of fire safety in the Lots or Common Property.

Compliance With Fire Controls

- 2) An Owner or Occupier of a lot must:
- (a) comply with Laws about fire safety;
 - (b) not keep flammable materials on Common Property
 - (c) not interfere with Fire Control Equipment;
 - (d) not obstruct fire stairs or fire escapes.

Alteration or Addition to Fire Control Equipment

- 3) An Owner or Occupier of a lot must not alter or add to the Fire Control Equipment in their lot without the written consent of the Owners Corporation.
- Fire Safety Inspection
- 4) The Owners Corporation may recover from any Owner all fines incurred for failing to provide an Annual Fire Safety Statement under the *Environmental Planning and Assessment Regulations 2000* occasioned by the Owner for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- 5) The fines incurred by the Owners Corporation will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that -
- (a) fail to provide access to an authorised person; or
 - (b) the actions of the Owner (s) or their tenant (s), has caused fines to be incurred by the Owners Corporation.
- 6) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under section 123 of the *Strata Schemes Management Act 2015* occasioned by the Owner (s) or their tenant (s), for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- False Fire Alarm Fees
- 7) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand on the Owner's levy account, any chargeable False Alarm fees imposed by the Commissioner under the *Fire Brigades Regulation 2008* occasioned by an Owner or Occupier.
- 8) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand on the Owner's levy account, any costs associated with the False Alarm caused by the Owner or Occupier, including any damage to the common property, such as the removal or damage of a door to access a lot or the common property, occasioned as a result of the False Alarm.
- Defined Terms and Interpretation**
- 9) "**Owner**" means any owner or owners of a lot from time to time on strata plan no. 76580.
- 10) "**Occupier**" means an occupier, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on strata plan no. 76580.
- 11) "**Fire Control Equipment**" means all the sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purposes of fire control.
- 12) "**False Alarm**" means false alarm resulting from any activation of the fire control alarm except in the course of a test of which prior notice was given to a fire brigade officer and that the Commissioner is satisfied was properly carried out, and it is the second or subsequent occasion of any such false alarm by the alarm during any period of 60 days.
- 13) In this by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- 14) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Special Bylaw No.12 - Surveillance and Privacy

- 1) The Owners Corporation shall have the following additional powers, authorities, duties and functions:
 - (a) the power to install and maintain a Security System and any additional security devices on the common property.
 - (b) the power to install signage around the common property and entrance areas to warn Owners, Occupiers and invitees that the common property is being monitored.
 - (c) the power to have the Security System on 24 hour monitoring and recording.
 - (d) the power to enter into arrangements with third parties from time to time for operation of the Security System and the installation, repair, replacement of the Security System or any part of it.
 - (e) the power to replace the Security System from time to time as determined by the Owners Corporation;
 - (f) the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;
 - (g) the duty to ensure that all Security Recordings are held by the Building Manager or a third party security company.
 - (h) the duty to ensure no Owner or Occupier can hold or access Security Recordings without the written consent of the Owners Corporation.
 - (i) the duty to ensure that Security Recordings are only accessed or used for the purposes of determining a breach of the security or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for personal use of any Owner or Occupier.
- 2) An Owner or Occupier of a lot must not:
 - (a) interfere with the Security System installed by the Owners Corporation.
 - (b) do anything that might prejudice the security or safety of the building.

Defined Terms and Interpretation

- 3) "Owner" means any owner or owners of a lot from time to time on strata plan no. 76580.
- 4) "Occupier" means an occupier, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on strata plan no. 76580.
- 5) "Security System" means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms (including all ancillary equipment) installed on the common property to provide security for all owners.
- 6) "Security Recordings" means either analogue or digital images or recordings of activities in the common property areas.
- 7) In this by-law, unless the context otherwise requires:
 - (f) headings do not affect the interpretation of this by-law;
 - (g) words importing the singular include the plural and vice versa;
 - (h) words importing a gender include any gender;
 - (i) words defined in the Act have the meaning given to them in the Act; and
 - (j) references to legislation includes references to amending and replacing legislation.
- 8) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Special Bylaw No.13- Bathroom Renovations

Purpose of By-law

- 1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Bathroom Renovations on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Bathroom Renovations undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- 2) "Lot" is lots 1-98 respectively on the strata scheme.
- 3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.76580.
- 4) "Minor Renovations" means work items as defined in section 110 of the Strata Schemes Management Act 2015, under Regulation 28 of the Strata Schemes Management Regulations 2016 and pursuant to any Minor Renovations By-law applicable to the scheme.
- 5) "Special Privileges" means the privilege to alter and add to the common property by performing Bathroom Renovations that involve waterproofing and include Cosmetic Works or Minor Renovations.
- 6) "Bathroom Renovations" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:
 - (a) Retiling and/or waterproofing the bathroom floors of the Lot.
 - (b) Retiling and/or waterproofing the bathroom walls located on a common wall within the Lot or a wall adjoining to another Lot within the scheme.
 - (c) Relocation of any bathroom fixtures including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom items affixed to the common property.
 - (d) Installation of an exhaust or heat fan/ventilation system within the bathroom area of the Lot.
 - (e) Widening of the entrance to the bathroom or ensuite area of the Lot.
 - (f) Removal of any non-load bearing and internal walls within any bathroom, ensuite and /or water closet located within the bathroom area.
 - (g) Plumbing and/or any electrical works within the bathroom area of the Lot.

- 7) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.

- 8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Retrospective application for unauthorised Bathroom Renovations

- 9) Where any Bathroom Renovations covered under clause (6) of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Bathroom Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Bathroom Renovations.

Grant of Special Privileges

- 10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Bathroom Renovations

Planning, Approvals and Certificates

- 11) The Owner must, if required by law, obtain written approval for the Bathroom Renovations from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Bathroom Renovations.
- 12) The Owner must, if required by law, obtain a construction certificate for the Bathroom Renovations under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the Bathroom Renovations prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Bathroom Renovations

- 13) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Bathroom Renovations prior to commencing the Bathroom Renovations, including but not limited to:
- (a) further specifications of the Bathroom Renovations;
 - (b) details of the contractor(s) performing the Bathroom Renovations; and
 - (c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Bathroom Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Bathroom Renovations

Hours of Works

- 14) The Owner must perform the Bathroom Renovations as prescribed by the local authority, or during such other times as maybe approved by the Owners Corporation.

Compliance with Codes

- 15) The Owner when performing the Bathroom Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- 16) The Owner when performing the Bathroom Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Bathroom Renovations are undertaken.

General Conditions:

- 17) When performing the Bathroom Renovations, the Owner must:
- (a) ensure that the Bathroom Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that a duly licensed insured contractor undertake any Bathroom Renovations, and if any Bathroom Renovations involve plumbing works that it is undertaken by a duly licensed insured plumber.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Bathroom Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Bathroom Renovations.

- (f) must only perform the Bathroom Renovations when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Bathroom Renovations.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Bathroom Renovations.
- (i) repair promptly any damage caused or contributed to by Bathroom Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Bathroom Renovations

- 18) Immediately upon completion of the Bathroom Renovations, the Owner must restore all other parts of the common property affected by the Bathroom Renovations as nearly as possible to the state they were in immediately before the Bathroom Renovations.
- 19) Upon completion of the Bathroom Renovations, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Bathroom Renovations:
 - (a) Certification of waterproofing from a duly licensed and insured contractor; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Bathroom Renovations and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- 20) The Owner must, at the Owner's expense, properly maintain the Bathroom Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Bathroom Renovations
- 21) A duly licensed plumber must undertake the maintenance of any Bathroom Renovations involving plumbing works.
- 22) The maintenance, repair, replacement of any Bathroom Renovations will be at the cost of the Owner.
- 23) If the Owner removes the Bathroom Renovations or any part of the Bathroom Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- 24) The Owner indemnifies the Owners Corporation against -
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Bathroom Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Bathroom Renovations; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Bathroom Renovations.
- 25) To the extent that section I 06 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Bathroom Renovations performed under this Common Property Rights By-law.
- 26) Where there is water leakage or ingress from the bathroom in the Owner's lot following any Bathroom Renovations, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.

- 27) Where the water leakage or ingress from the bathroom is found not to be caused by the Bathroom Renovation performed by the Owner, the Owners Corporation shall reimburse any cost of any investigation and/ or reports incurred by the Owner as required under clause (26) above.

Repair of Damage

- 28) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Bathroom Renovations no matter when such damage may become evident.
- 29) Any loss and damage suffered by the Owners Corporation as a result of making and using the Bathroom Renovations, including failure to maintain, renew, replace or repair the Bathroom Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- 30) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
- (a) Carry out all works necessary to perform that obligation, pursuant to s 120 (2) of *the Strata Schemes Management Act 2015*;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to s 122 (4) of the *Strata Schemes Management Act 2015*, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation, pursuant to s 120 (5) of the *Strata Schemes Management Act 2015*.

Special Bylaw No. 14 Window Louvre Works

Purpose of By-law

- (a) This Common Property Rights By-law confers on the Owner Special Privileges to perform Window Louvre Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Window Louvre Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- 2) "Lot" is Lot 1-98 on the strata scheme.
- 3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.76580.
- 4) "Special Privileges" means the privilege to alter and add to the common property by performing Window Louvre Works that affect the common property.
- 5) "Window Louvre Works" means the alterations and additions performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to replace the existing fixed windows on their Lot with a louvre window system (as approved by the strata committee from time to time). Louvres must be consistent in appearance and colour of the strata scheme.
- 6) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.

- 7) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights Bylaw prevails.

Grant of Special Privileges

- 8) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

Retrospective application for unauthorised Window Louvre Works

- 9) Where any Window Louvre Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Window Louvre Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity, specifically clauses (20) to (26), will also apply to those Window Louvre Works.

CONDITIONS

Before undertaking Window Louvre Works

Planning and Approvals

- 10) The Owner must obtain the approval of the strata committee prior to installation Window Louvre Works.
- 11) The Owner must, if required by law, obtain written approval for the Window Louvre Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Window Louvre Works.

Specification of Window Louvre Works

- 12) The Owner must submit to the strata committee of Owners Corporation via the Strata Manager any documents reasonably required by the Owners Corporation relating to the performance of the Window Louvre Works prior to commencing the Window Louvre Works, including but not limited to:
- (a) colour(s) and style of any visible part of the Window Louvre Works, including brochures, specification sheets etc.;
 - (b) further specifications of the Window Louvre Works;
 - (c) details of the contractor supplying and undertaking Window Louvre Works, including a copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the installation of the Window Louvre Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
 - (d) if required, any approvals/consents/permits from any Authorities.

Carrying out the Window Louvre Works

Hours of Works

- 13) The Owner must perform the Window Louvre Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- 14) The Owner when performing the Window Louvre Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- 15) The Owner when performing the Window Louvre Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Window Louvre Works are undertaken.
- 16) The Owner must ensure that any window safety devices installed by the Owners Corporation are reinstalled or replaced (as appropriate) at the Owner's cost on any applicable window on the Lot as required under the legislation.

General Conditions

- 17) When performing the Window Louvre Works, the Owner must:
- (a) ensure that the Window Louvre Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Window Louvre Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Window Louvre Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Window Louvre Works.
 - (f) repair promptly any damage caused or contributed to by Window Louvre Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Window Louvre Works

- 18) Immediately upon completion of the Window Louvre Works, the Owner must restore all other parts of the common property affected by the Window Louvre Works as nearly as possible to the state they were in immediately before the Window Louvre Works.
- 19) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Window Louvre Works.

Owner's Enduring Obligations

Maintenance and Repair

- 20) The Owner must, at the Owner's expense properly maintain the Window Louvre Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Window Louvre Works.
- 21) If the Owner removes the Window Louvre Works or any part of the Window Louvre Works undertaken under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

The Owner indemnifies the Owners Corporation against -

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Window Louvre Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Window Louvre Works; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Window Louvre Works.
- 23) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Window Louvre Works performed under this Common Property Rights By-law.

Repair of Damage

- 24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Window Louvre Works no matter when such damage may become evident.
- 25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Window Louvre Works, including failure to maintain, renew, replace or repair the Window Louvre Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- 26) The Owners Corporation reserves the right to replace or rectify the Window Louvre Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Special Bylaw No. 15 - Short Term Accommodation

A. General Obligations

- (1) An Owner of a lot must only use, or permit a Residential Lot to be used, for Residential Accommodation.
- (2) Notwithstanding clause (1) above, an Owner, whose lot is their principal place of residence, may use their lot for a Short-Term Accommodation Arrangement to accommodate paying guests and visitors from time to time.
- (3) Where an Owner is absent from the lot, and that lot is not that Owner's principal place of residence, any Occupier of the lot, including any paying guests or visitors of the Owner, must be subject to a residential tenancy agreement with an initial term for that Occupier of at least three (3) months.

B. Short Term Accommodation Restrictions

Where an Owner is absent from the lot and that lot is not that Owner's principal place of residence, an Owner, or their Occupier, must-

- (i) not use that lot, for any type of Short Term Accommodation Arrangement;
- (ii) not advertise or solicit, or permit or authorise any agent, servant or contractor to advertise or solicit for a Short Term Accommodation Arrangement of less than three (3) months; and
- (iii) not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.

C. Owner's Obligations

- (1) An Owner must notify the Owners Corporation of any change in use of lot for any type of Short Term Accommodation Arrangement.
- (2) An Owner of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
- (3) If a lot is subject to Short Term Accommodation Arrangement, then the Owner must take all reasonable action to restrain any breach of the by-laws, or any other laws, by their paying guests and visitors, and shall be subject to any relevant Act or Regulations, including any Code of Conduct, imposed by any governing authorities.
- (4) If an Owner, allows any paying guests and visitors to stay on their lot with the Owner under a Short Term Accommodation Arrangement, the Owner must take all reasonable actions to make those paying guests and visitors are aware of, and comply with, the by-laws applicable to the strata scheme, to ensure those paying guests and visitors do not cause a nuisance to any other Owners or Occupiers, or affect the use and enjoyment of their lot and common property.
- (5) If an Owner receives more than two (2) notices in two years from the Owners Corporation for breach of the by-laws under section 146 of the *Strata Schemes Management Act 2015*, by their paying guests and visitors, then the owners corporation may take action against the Owner to have any rights to accommodate paying guests and visitors under a Short Term Accommodation Arrangement suspended or revoke in accordance with the Strata Schemes Management Act 2015 or any corresponding regulations.

D. Action for failure to comply with laws

- (1) If an Owner, or their Occupier, fails to comply with the terms of this by-law and as a consequence, any local authority issues an Order or commences proceedings under the Environmental Planning and Assessment Act 1979 (NSW) in relation to that lot

then the Owner or Occupier must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.

- (2) Further, if an Owner or Occupier of a lot fails to comply with this by-law or any other laws, then the Owners Corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant law, including but not limited to:
 - (a) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or
 - (b) assisting the local authority in any legal proceedings.
- 3) The Owner or Occupier must indemnify the Owners Corporation with respect to any expenses reasonably incurred by the Owners Corporation in relation to any proceedings referred to in (1) and (2) above.

E. Definitions and Interpretations

In this by-law,

- (a) "Owner" means any owner or owners of a lot from time to time on the strata plan.
- (b) "Occupier" means a tenant, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on the strata plan.
- (c) "Residential Lot" means a lot in the strata scheme that has development approval from the local authority and approval from the Owners Corporation to be used for Residential Accommodation.
- (d) "Residential Accommodation" means permanent residential occupation of a lot as approved by the local authority
- (e) "Short Term Accommodation Arrangement" means 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, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the regulations.

Special By-law No. 16 - Lot 62 Works - Core Holes for Kitchen Renovation

PART 1 DESCRIPTION OF WORKS

1.1 The renovations comprise:

- (a) Replacement of existing kitchen island bench with a new bench of equivalent construction approximately 200mm wider and 1 m longer than the existing and incorporating a preparation sink with one basin; and replacement of existing two basin sink with a single basin sink in the existing location;
- (b) Installation of waste connection to the exposed drain immediately below the Lot kitchen above the first floor car park; and hot/cold water connection from the Lot's existing hot/cold water plumbing (refer to Notes); and
- (c) Installation of new stove and rangehood and making good kitchen benches cupboards and drawers.

1.2 Notes (Part I):

- (i) Penetration(s) of the Lot floor for the plumbing connections described in 1.1 (b) render this renovation "Major" in accordance with paragraph 2.1 (g) of SPECIAL BY-LAW NO 8 - Works noting that the penetration(s) are to Common Property and not another Lot. Accordingly, the works:
 - a. Comply with the engineer's advice annexed hereto (See SPECIAL BY-LAW NO 16 ANNEX A- Email from Phil Duchatel, senior Engineer, BAAM Consulting to Hugh Thelander dated 14 June 2019);
 - b. Are located after radar survey to determine reinforcing steel location (reinforcement components were surveyed by Robert Guy and Sons Pty Ltd [<https://www.robertguyandsons.com.au/>] and suitable locations determined);

c. Were performed by a licenced insured plumbing contractor (Robert Guy and Sons Pty Ltd performed the coring contracted to Ryan Wattus Plumbing); and

d. Fire protection of the conduits on the carpark soffit side of the concrete slab is provided: the PVC waste outlet is provided with a fire collar (Promat retro seal or similar) and sealant around the annulus; the smaller copper water conduits protected with suitable fire rated mastic to the annulus.

(ii) The floor penetrations are one cored hole of 50mm nominal diameter for the waste connection and two of 20mm nominal diameter for the hot/cold water plumbing (plumbing works performed by Ryan Wattus Plumbing).

PART 2 LIABILITY FOR MAINTENANCE

2.1 Maintenance of the floor penetrations and plumbing alterations described in PART I (comprising new wastepipe with connection to existing dedicated Lot 62 waste plumbing and new connections to Lot 62 internal hot and cold water supplies) remains the full responsibility of the Owner of Lot 62.

Annex A to Special By-Law 16 reads as follows:

ANNEX A - Engineering Advice - Floor Penetrations - Kitchen Sink, Lot 62 (UNIT 34 I)

From: Phil Duchatel [mailto:phil.duchatel@baam.com.au]

Sent: Friday, 14 June 2019 2:11 PM

To: Thelander, Hugh <hugh.thelander@boeing.com>

Subject: SP76580 - SOQUE Apartments - REI 8-100056 - Unit 314 concrete coring

Hugh,

Following our inspection of the soffit of the car park slab and the location for the new waste penetration in Unit 341 kitchen we provide the following advice.

We have reviewed the exposed slab details in the stairway on the foyer adjacent the Unit - the slab concrete being approx. 225mm thick (9"), with exposed 20mm (approx.) reinforcement at approx. 300 centres.

Steel Cover:

1. We have also reviewed plans detailing the reinforcement Dwg 03014/07 (with Morgan Consulting's original detailing) and confirm steel cover was designed at 20mm.

Lower Reinforcement

1. Plans detailing the reinforcement Dwg 03014/09 (with Morgan Consulting's original detailing) and anticipate (refer NOTE I below) that the lower steel reinforcement at the exposed stairwell is as designed i.e. #6 bars @ 300 centres - #6 being 19.1 mm in diameter.

2. The drawings (refer NOTE I below) also indicate transverse steel being the same #6 bars @ 300 centres (i.e. perpendicular to the steel in the exposed in the stairwell).

Upper Reinforcement

1. We have reviewed plans detailing the reinforcement Dwg 03014/09 (with Morgan Consulting's original detailing) and anticipate (refer NOTE I below) that there should be steel reinforcement at the top in the same orientation as the lower reinforcement, why it is not evident in the slab profile at the stairwell is unknown (unless covered by the edge angle)

2. The drawings indicate transverse reinforcement, with varying spacing (depending on the location with respect to the columns below). The spacings vary from 150mm/200mm and 300mm centre to centre.

NOTE I: These drawings are for the level below Unit 341 level, without actual plans we have made the assumption that reinforcement would be similar.

Concrete Coring:

1. As discussed on site and confirmed by yourself, your plumber will be conducting a survey of the concrete slab to determine the location of the steel reinforcement prior to carrying out

coring. The aim is to ensure that the completed core holes will provide a minimum of 20mm cover to any reinforcement- preferably 40mm.

2. We could not confirm whether there are any other service conduits in the slab - however electrical and other conduits should be able to be determined with the concrete survey.

3. Given the thickness of the slab we would anticipate that the island counter will need to be moved to allow coring.

4. We are not aware of whether the coring will be undertaken dry or wet - if wet (this is the preferred method) you will need to protect timber floors from contact with moisture, dry would have dust implications.

We understand that there will be 3 concrete core holes, two approximately 20mm in diameter and one approx. 50mm in diameter - if the above precautions are undertaken, concrete coring at these locations will not impact on the durability of the reinforcement concrete slab.

We recommend fire protection of the conduits on the carpark soffit side of the concrete slab, the waste outlet will be PVC and will require the installation of a fire collar (Promat retro seal or similar) and sealant around the annulus, with the smaller copper water conduits protected with suitable fire rated mastic to the annulus.

If the concrete core is removed relatively intact, BAAM consulting would like to obtain the core sample in its entirety (with photos as removed if possible) and conduct testing (at our cost) to determine the carbonation levels in the profile of the concrete relative to the steel reinforcement locations.

Yours faithfully,

Phil Duchatel

Senior Remedial Engineer

Ph: 02 4322 6533

M: 0481946889

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Special By-law No. 17 - Lot 56 Works - Core Hole for Laundry Waste

Purpose of By-law:

- (32) This Common Property Rights By-law confers on the Owner Special Privileges to keep Works performed on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (33) **Lot** is lot 56 on the strata scheme.
- (34) **Owner** means the owner or owners of the Lot from time to time on strata plan no.76580
- (35) **Cosmetic Works** means aesthetic works as defined in section 109 of the Strata Schemes Management Act 2015 and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.

- (35) **Cosmetic Works** means aesthetic works as defined in section 109 of the Strata Schemes Management Act 2015 and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.
- (36) **Minor Renovations** means work items as defined in Section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the Strata Schemes Management Regulations 2016 and pursuant to any Minor Renovations By-law applicable to the scheme.
- (37) **Special Privileges** means the privilege to keep Works that alter and add to the common property.
- (38) **Works** means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to isolate plumbing services and fit off for a kitchen and laundry renovation, specifically drilling a core hole for the new location of a laundry waste as specified in the Plumbing Report prepared by Heazlewood Plumbing Services, annexed to this by-law and marked "Annexure A".
- (39) In this Common Property Rights By-law, unless the context otherwise requires:
- (k) headings do not affect the interpretation of this by-law;
 - (l) words importing the singular include the plural and visa versa;
 - (m) words importing a gender include any gender;
 - (n) words defined in the Act have the meaning given to them in the Act; and
 - (o) references to legislation includes references to amending and replacing legislation.
- (40) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically Special By-law 8 (Major Works) however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

- (41) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS Planning and Approvals

- (42) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.

Compliance with Codes

- (43) The Owner must ensure that the Works comply with all directions, orders and requirements of all relevant statutory authorities.
- (44) The Owner must ensure that the Works comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Works were undertaken.
- (45) The Owner must, provide the Owners Corporation, a structural engineering report, as nominated by the Owner, confirming that the Works have not affected the structural integrity of the Lot and common property.

Owner's Enduring Obligations

Maintenance and Repair

- (46) The Owner must, at the Owner's expense:
- (c) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (d) properly maintain the common property that has been altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property

- (47) If the Owner removes the Works or any part of the Works undertaken under this Common Property Rights By-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (48) The Owner indemnifies the Owners Corporation against -
- (e) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or, damage arises from or in relation to the Works undertaken;
 - (f) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works undertaken; and
 - (g) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works undertaken.
- (49) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- (50) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (51) Any loss and damage suffered by the Owners Corporation as a result of performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this Common Property Rights By-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (52) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (53) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

47 APPENDIX

