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Land Registry Document Identification

AR868595

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP40414	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP40414
 Other legal entity

Meeting Date

17/08/2021

Repealed by-law No.

Details NA

Added by-law No.

Details 2.40

Amended by-law No.

Details NA

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP40414
 Signer Name MALCOLM HINDE
 Signer Organisation TMMJ GROUP PTY LTD
 Signer Role PRACTITIONER CERTIFIER
 Execution Date 07/02/2022

Form: 153H
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AR868595T

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP40414	
(B) LODGED BY	Document Name MALCOLM HINDE Collection Company THOMAS MARTIN LAWYERS Box Address Level 4, 29 Kiara Rd, Miranda NSW 2228 E-mail malcolm@thomasmartinlaw.com.au Contact Number 02 8001 6665 Customer Account Number (IF APPLICABLE) Reference TM21232	CODE CH

- (C) The Owner-Strata Plan No. 40414 certify that a special resolution was passed on 17/8/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 2.40
Amended by-law No. NOT APPLICABLE
as fully set out below :

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 40414 was affixed on 07/02/22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: *Rod Smith*
Name: ROD SMITH
Authority: STRATA MANAGER

Signature:
Name:
Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

STRATA PLAN NO. 40414
CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

Executed in accordance with clause 71 of the *Strata Schemes Management Regulation 2016*, on
behalf of The Owners – Strata Plan No 40414

Date: 07/02/22

Signature: 

Name: ROD SMITH

Capacity: Strata managing agent

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CATEGORY 1. Living and Owning in Museum Towers

1.1. NOISE

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

Every owner and occupier of a lot must ensure that their invitees comply with this by-law.

1.2. VEHICLES

1. An owner or occupier of a lot must not:
 - (a) park or stand any motor or other vehicle on the driveway or common property including, without limitation any areas set aside as visitor parking, marked as "VP" in the plan attached to this by-law at Annexure "A";
 - (b) permit any invitee to their lot to park or stand any vehicle on the driveway or common property other than in an area marked as visitor parking;
 - (c) permit any invitee to their lot to park or stand more than one vehicle in an area marked as visitor parking; and
 - (d) permit any invitee to their lot to park or stand any vehicle in an area marked as visitor parking for more than a continuous period of 48 consecutive hours at any one time.
2. An invitee of an owner or occupier of a lot must obtain access from the reception desk to gain access to the visitor parking.
3. An owner or occupier of a lot and their invitee must enter the car park at the south end of the building.
4. An owner or occupier of a lot and their invitee must leave the car park at the north end of the building.
5. Every owner and occupier of a lot must comply, and ensure that invitees to their lots comply, in all respects with this by-law.
6. The owners corporation may by resolution of its strata committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking:
 - (a) notwithstanding the foregoing and in particular, but without limiting clause 1 of this by-law, approve in writing the parking or standing of any vehicle on the common property in particular circumstances and for specified periods of time; and

- (b) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on the driveway or common property.
7. An owner, occupier or any invitee of a lot must not at any time drive any motor or other vehicle within the building, entrance of the building and common property at a speed of more than 5KPH and must at all times keep a proper look-out for any person or persons entering or leaving the building or walking along the driveway and if necessary stop or slow down in order to prevent the risk of injury to any such person or persons.
 8. None of the strata committee, any member thereof, the strata manager, any building manager and any person acting under the instructions of the strata committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot to whom a notice of breach is given and who fails to remove a vehicle parked or standing on common property or repeatedly or persistently parks or stands a vehicle on common property in breach of this by-law after a notice of breach is given.
 9. Each member of the strata committee, the strata manager, any building manager and every person acting under the instruction of the strata committee in accordance with this by-law are hereby indemnified by the owners corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
 10. Nothing in this by-law operates to restrict or prevent the owners corporation from making application to the local court for an order authorising the owners corporation to dispose of any vehicle left on common property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any act amending or replacing that Act.
 11. An owner or occupier must not use their car space for the storage of items unless those items are stored in an approved Car Park Storage Unit as approved by the scheme's existing by-laws.
 12. An owner, occupier or any invitee of a lot must not park or stand any motor or other vehicle on two car spaces on level allocated to people with a NSW Mobility Parking Scheme Permit or Australia Disability Parking Permit or a contractor who require lift access as marked in the plan attached to this by-law at Annexure "A."
 13. Subject to receiving the prior written approval of the strata committee, owners may be permitted to install retractable bollards in their respective car parking spaces ("Bollard(s)").
 14. The cost of repairing and maintaining the Bollards and the common property affected by the Bollards will be at the respective owners' costs and not the Owners Corporation.
 15. The strata committee may reasonably require an owner to renew, replace or repair their Bollard from time to time and at the owners' cost.

ANNEXURE "A"

LOWER GROUND LEVEL



LEVEL 1



1.3. OBSTRUCTION OF COMMON PROPERTY

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

Note.

- (a) This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

1.4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

Note.

- (c) This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

1.5. DAMAGE TO COMMON PROPERTY

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

Note.

- (a) This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

1.6. CHILDREN PLAYING ON COMMON PROPERTY

1. An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on the common property, including the roof area, unless accompanied by an adult exercising effective control.
2. For the purpose of this by-law a child is defined as a person under the age of 16 years old.
3. An owner or occupier must ensure that they and their invitees do not cycle, skateboard or rollerblade on the common property.

1.7. BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier, when on common property including when traversing to and from the swimming pool area and car parking area must be adequately clothed, wear appropriate footwear 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.

1.8. DEPOSITING RUBBISH AND OTHER MATERIALS ON COMMON PROPERTY

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
2. An owner or occupier of a lot must not throw or drop from the building any rubbish, material or item whatsoever in nature.
3. An owner or occupier of a lot must ensure that their invitee does not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
4. An owner or occupier of a lot ensure that their invitee does not throw or drop from the building any rubbish, material or item whatsoever in nature.
5. The owner or occupier of a lot must indemnify the owners corporation for any reasonably incurred losses resulting from the owner or occupier depositing rubbish and other material on the common property in a manner that is inconsistent with this by-law.

1.9. DRYING OF LAUNDRY ITEMS

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

Note.

This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*

1.10. CLEANING OF WINDOWS AND DOORS

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

Note.

This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

1.11. USE AND STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

1. An owner or occupier of a lot must not except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquid, gas or other materials used or intended to be used for domestic purposes, or any liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Owners and occupiers must indemnify the owners corporation for any loss incurred by the owners corporation as a result of storage or use by the owner or occupier of that good for example any increase to insurance premiums.
4. Owners and occupiers must not store boxes, carpets, furniture or other items which might attract vermin or cause pollution or obstruction anywhere in the building.

1.12. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

PART 1

DEFINITIONS & INTERPRETATION

1. In this by-law:

- a) **Bulky Good(s)** means any large furniture or any large object, including large household items. Bulky Goods does not include or mean small furniture or equipment such as single chairs, small furniture items, food or drink.
- b) **Good(s)** means an item or items of personal property owned or used by an Owner or occupier.
- c) **Lift** means the common property lift.

PART 2

CONDITIONS

- 2.1** An Owner or Occupier must not transport any Bulky Goods through or on common property without the approval of the Owners Corporation or Building Manager under this by-law.
- 2.2** An Owner or Occupier must:
 - a) apply to the Building Manager at least 24 hours before only one Bulky Good is to be transported through the common property and book the Lift;
 - b) apply to the Building Manager at least 72 hours before more than one Bulky Goods are to be transported through the common property and book the Lift;
 - c) ensure that the transportation of the Bulky Goods is supervised by the Owner or Occupier or some other person advised to the Building Manager;
 - d) ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;
 - e) pay a refundable bond of \$500 to the Owners Corporation being an amount determined by the strata committee from time to time;
 - f) only use the Lift at the times determined by the Owners Corporation or Building Manager;
 - g) only carry out the transportation of Bulky Goods during times reasonably approved by the Owners Corporation or Building Manager;
 - h) ensure that the Lift and common property is left in a clean and tidy state after the transportation of the Bulky Goods has occurred;
 - i) if using the Lift, ensure that the interior of the Lift is adequately protected with lift curtains and padding, provided by the Building Manager, prior to and during the transportation of any Bulky Goods in the building; and
 - j) properly ensure that the transportation of the Bulky Goods does not interfere with or damage the Lift, common property or the property of any other lot owner or occupier and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time, at their own cost.

- 2.3** In the event that the Owner or Occupier does not comply with clause 2.2(j) the Owners Corporation can rectify the damage and deduct the cost from the bond.
- 2.4** In the event that the cost to rectify the damage caused to the common property in breach of this by-law exceeds the amount of the bond, the Owner or Occupier in breach of clause 2.2(j) must reimburse the Owners Corporation for any additional sum.
- 2.5** If a Lot is leased, the Owner must:
- i) promptly notify their real estate or other agent of this by-law; and
 - ii) ensure that a copy of this by-law is provided to the Occupier in accordance with section 186 of the *Strata Schemes Management Act 2015*.
- 2.6** The Owners Corporation or Building Manager must:
- a.) deal with any applications made under clause 2.2(a) or (b) in a timely manner; and
 - b.) return the bond or balance remaining after the Owners Corporation's costs have been deducted under the by-law, as soon as practicable after the transportation of the Bulky Goods or the completion of any required repairs in accordance with clause 2.2(j), to the satisfaction of the Owners Corporation, whichever is the later.

PART 3

ENDURING OBLIGATIONS

- 3.1** An Owner or Occupier:
- a.) must comply with any approval or directions of the Owners Corporation or Building Manager given under this by-law;
 - b.) remains liable for any damage to lot or common property arising out of the transportation of the Bulky Goods; and
 - c.) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of the Bulky Goods to the extent permitted by law; and
 - d) is responsible for making alternative arrangements for moving in the event that the Lift is out of order."

1.13. GARBAGE DISPOSAL

PART 1

DEFINITIONS & INTERPRETATION

1. In this by-law, unless the context otherwise requires or permits:
 - c.) "Bin" includes any receptacle for Waste, and expressly includes garbage chutes;
 - b) "Illegal Dumping" means the disposal of Waste in breach of this by-law.
 - c) "Policies" include but may not be limited to:
 - (i) the Council's Waste Policy published here:
https://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0007/194380/Waste-Policy-local-approvals-policy-for-managing-waste-in-public-places.pdf
 - (ii) any relevant conditions of development consent imposed at the time the Building was constructed; and
 - (iii) any waste management plan that may already be in place for the Building as amended or replaced from time to time.
 - d.) "Waste" includes but is not limited to:
 - garbage
 - recyclable materials
 - bulky household items and other non-containerised waste;
 - chemicals;
 - construction materials;
 - hazardous materials; and
 - other waste that may be subject to a collection program from time to time for example, food waste.

RULES FOR WASTE DISPOSAL

1. Owners and Occupiers must not deposit on or around the Common Property any Waste, except in accordance with the terms of this by-law or otherwise with the prior written approval of the Owners Corporation.

2. Owners and Occupiers must not:
 - a.) use toilets, plumbing systems, water pipes, drains or other water apparatus or equipment serving your lot and the common property in the strata scheme for any purpose other than that for which it was intended;
 - e.) deposit rubbish of any kind including dirt and sweepings, or otherwise introduce, or attempt to introduce, flushable wipes or any item that is not appropriate for any such disposal into toilets, plumbing systems, water pipes, drains or other water apparatus or equipment serving your lot and the common property in the strata scheme.
3. Owners and Occupiers must:
 - a.) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of Waste (including the cleaning up of spilled Waste) on Common Property, and
 - b.) comply with the Council's Policies and guidelines for the storage, handling, presentation for collection (with bin lids closed) and disposal of Waste; and
 - c.) at all times ensure that the correct Waste is placed in the correct Bins, in accordance with any guidelines, directions, signage and notices provided by the Owners Corporation or the Council.
4. The Owners Corporation may designate an area on the Common Property for the purpose of storing Waste prior to Council collection or private contractor removal (see clause 5 below).
5. Owners and Occupiers wishing to dispose of Waste that does not fit in or is not permitted in Bins must arrange a collection day for such items with the Council or a private contractor. Owners and Occupiers must place their material for collection within the area designated for collection by the Owners Corporation not earlier than the evening before the collection is due to take place
6. Waste that is not permitted in Bins or suitable for collection (such as chemicals or hazardous materials) must be disposed of by Owners and Occupiers in accordance with Council requirements – including by utilising free drop off services. In this respect, Owners and Occupiers are directed to contact the Council.
7. Owners and Occupiers must notify the Owners Corporation of any loss of, or damage to a Bin, so that the Owners Corporation may take steps to repair or replace the Bin, which steps may include notifying the Council.
8. The Owners Corporation may give directions for the purposes of this by-law by posting signs on the Common Property with instructions on the handling of Waste that are consistent with the Council's requirements, and/or by giving notices in writing to Owners and/or Occupiers.

Owners and Occupiers Responsible for Visitors and Invitees

9. Owners and Occupiers are responsible for ensuring that their visitors and invitees – including short term guests – comply with the terms of this by-law.

10. The failure of a visitor, invitee or guest to comply with this by-law is deemed to be a failure of the Owner or Occupier to comply with this by-law.

Non-Resident Owner Responsibilities

11. Non-resident Owners are required by this by-law and the Act to notify the Occupiers of their Lot of the existence of this by-law, within 14 days of the Occupier signing a tenancy agreement or taking possession of the Lot (whichever is the earlier);
12. Non-resident Owners must include in any tenancy agreement a special condition in the following terms:

"The tenant must comply with all requirements of the Owners Corporation and the local council in relation to responsible waste disposal, including the terms of any relevant registered by-law. Failure to comply with such requirements may result in financial penalty and/or termination of this tenancy agreement."

13. Non-resident Owners are required to notify the Owners Corporation, via the building manager, or strata manager, of the date a tenant moves in to and out of their Lot, so that the Owners Corporation's representatives may coordinate with the incoming/outgoing tenant to ensure compliance with this by-law. Notification should be given no later than 48 hours before a move in/out.

Costs and Penalties

14. Owners and Occupiers are jointly and severally liable for and will bear all Costs. The Owners Corporation may record Costs payable by an Owner on the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply. Owners should note that the Council may impose fines for Illegal Dumping.
15. Where the Owners Corporation may have incurred Costs due to an Owner or Occupier's breach of this by-law (including any fine issued by the Council for failure to correctly dispose of Waste), the Owners Corporation may recover those Costs from the Owner or Occupier in breach, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply

Owner liable for actions of Occupier

16. Owners and Occupiers are jointly and severally liable under the terms of this by-law. For absolute clarity, this means, among other things, that the Owners Corporation may recover Costs from an Owner should their Occupier breach this by-law.

1.14. KEEPING OF ANIMALS

1. An owner or occupier must not keep any animal on the lot other than:
 - (a) goldfish or other fish in a small indoor aquarium;
 - (b) canaries, budgerigars or similar sized birds kept indoors at all times;
 - (c) one domestic cat or one small or medium sized dog up to 15 kgs (at maximum growth); and
 - (d) an assistance animal (as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth).
2. An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation or strata committee, provide evidence to the owners corporation or strata committee demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

What are your obligations?

3. An owner or occupier of a lot who owns an animal is responsible to another owner and occupier of a lot and visitor using the common property for:
 - (a) any noise that their animal makes which causes unreasonable disturbance;
 - (b) damage to or loss of property or injury caused to any person caused by the animal; and
 - (c) cleaning up after their animal.
4. An owner or occupier of a lot must control their animal and not permit their animal to wander on to another lot or the common property.
5. An owner or occupier must ensure that the animal permitted on common property is sufficiently restrained by either a leash or cage and is carried over the common property.
6. Within three (3) months from the date of registration of this by-law all owners or occupiers who keep an animal on the lot or on the common property must provide written notification to the owners corporation, in addition to any other information reasonably requested by the owners corporation concerning the animal that is being kept on a lot or on the common property.
7. The owners corporation may at any time reasonably request that the owner or occupier of a lot provide information concerning the animal that is being kept on a lot or on the common property.

Dogs

8. An owner or occupier must not keep, and the owners corporation will not give consent to keep:
 - (a) a larger size dog than that permitted under clause (1)(c);
 - (b) a dog that is vicious, aggressive, noisy or difficult to control;

- (c) a guide dog or a hearing dog that is not registered under the *Companion Animals Act 1998*; or
- (d) a dangerous dog or restricted dog as defined under the *Companion Animals Act 1998*.

Conditions for keeping an animal

- 9. Owners and occupiers must ensure that their animals do not access the recreation facilities including but not limited to the gym, pool, spa, sauna, roof, squash court and level 7 barbecue area.
- 10. The owners corporation may make conditions if it gives an owner or occupier its consent to keep an animal.

Orders to remove your animal

- 11. The owners corporation has the right at any time to order the removal of the animal if:
 - (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another owner or occupier of a lot;
 - (b) an owner or occupier of a lot breaches a condition of approval made by the owners corporation;
 - (c) the animal is dangerous or is a nuisance under the *Companion Animals Act 1998*;
 - (d) the animal is not registered under the *Companion Animals Act 1998*; or
 - (e) the owner or occupier has failed to notify the owners corporation in accordance with clause 7 of this by-law.
 - (f) If the animal continues to defecate on another lot or common property after a written notice has been given by the owners corporation to the owner of that animal.

Responsibility for animal

- 12. An owner or occupier is responsible for:
 - (a) any noise the animal makes which causes unreasonable disturbance to other owners and occupiers;
 - (b) damage to or loss of property or injury to any person caused by the animal; and
 - (c) cleaning up after the animal.
- 13. In the event that the owner or occupier does not comply with clauses 12(b) and 12(c) in so far as it relates to the common property the owners corporation can rectify the damage or mess caused by the animal and recover from the lot owner as a debt payable.

Visitors

- 14. An owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring

any animal on common property unless it is an animal permitted according to clause (2), as the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*, in which case the owner or occupier of a lot must ensure that their visitor complies with the remaining provisions of this by-law.

1.15. APPEARANCE OF LOT

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

Note.

This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

1.16. NOTICEBOARD

1. An owners corporation must cause a notice board either electronic or otherwise, to be affixed to some part of the common property.
2. The notice board must only be used for strata notices and general building information.
3. Private advertisements must not be placed on the notice board.
4. The owners corporation may keep a tenant's board displaying information on commercial tenancies.

1.17. CHANGE IN USE OF LOT TO BE NOTIFIED

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

1.18. DEVELOPER BY-LAW (i)

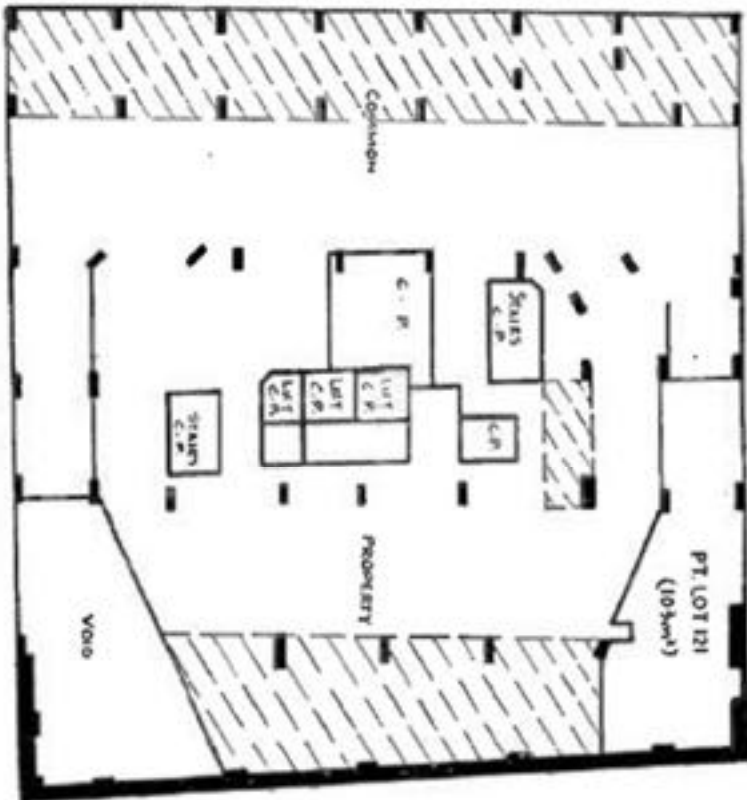
Notwithstanding the provisions of any other By-Law the proprietor for the time being of Lot 121 shall have and be entitled to the right of exclusive use and enjoyment of those parts of the common property as are hatched on the plan annexed hereto marked (i) subject to the condition that such proprietor shall be directly responsible for the proper maintenance and keeping in a state of good and serviceable repair of such parts of the common property.

To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure a appurtenant to, and continue to operate for the benefit of, Lot 121 and the proprietor or the proprietors thereof for the time being and all persons duly authorised by them or any of them from time to time and is binding upon the proprietor or proprietors for time being of such lot.

WARNING: CHANGING OR FOLDING WILL LEAD TO MISFECTION

LOWER GROUND LEVEL 1

(1)



STRATA PLAN 40414

Scale 1:200

REGISTERED 073-1-1992

OFFICE USE ONLY

ALL AREAS ARE APPROXIMATE. C.P. DEMANDS COMMON PARTS.

Submission Date: 1/10/00

Dimensions see in notes

[Signature]

Scale: 1:200

1.19. BUILDING SECURITY

PART 1

DEFINITIONS & INTERPRETATION

1. In this by-law, unless the context otherwise requires or permits:
 - (a) **CCTV contractor** means a contractor engaged by the owners corporation to assist it to install, administer manager, operate or use the CCTV system or to collect, use, disclose or store CCTV footage.
 - (b) **CCTV footage** means all data including without limitation images or footage, captured or recorded by the CCTV system.
 - (c) **CCTV system** means one or more closed circuit television systems located on the common property including cameras, television monitors, wiring, cabling, conduits, switches and signage advertising that a closed circuit television system is in operation.
 - (d) **Letter Box Key** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock a letter box.

PART 2

SECURITY CARDS AND LETTER BOX KEYS

- 2.1 An Owner or Occupier must:
 - (a) apply in writing to the Building Manager for a Security Card or Letter Box Key;
 - (b) pay a refundable bond (in the amount of \$100, or such other amount as determined by the strata committee on behalf of the owners corporation) for each Security Card approved by the Building Manager;
 - (c) only use the Security Card or Letter Box Key for its intended purposes;
 - (d) return the Security Card or Letter Box Key if they vacate or sell the Lot;
 - (e) not share a Security Card or Letter Box Key with the Owner or Occupier of another Lot;
 - (f) never improperly use the facilities located on Level 8 of the Premises or any other part of the Common Property which they can access with a Security Card; and
 - (g) pay for any lost or stolen Security Card or Letter Box Key.
- 2.2 The Owners Corporation will only issue a Security Card and Letter Box Key to Occupiers who can provide written evidence of their tenancy in the form of a Residential Tenancy Agreement, written notice of the Occupier's residency provided by the Owner of the Lot, a drivers licence

or utilities bill showing the address of the Lot or such other document as is reasonably approved by the Strata Committee or Building Manager from time to time.

- 2.3** Each Commercial Lot in the strata scheme will be entitled to such Security Cards or Letter Box Keys as considered to be appropriate for the Commercial Lots in the reasonable opinion of the Strata Committee or the Owners Corporation (as the case may be). Registrations of and details of persons holding such Security Cards or Letter Box Keys are to be provided to the Building Manager and kept up to date by the owner or occupier of a Commercial Lot by advising the Building Manager in writing of any changes. In the event that a person holding such Security Card or Letter Box Key is no longer employed by the owner or occupier of a Commercial Lot, that owner or occupier must promptly inform in writing the Building Manager who may then take action to disable or cancel such Security Card or Letter Box Key.
- 2.4** An Owner or Occupier must not allow access to the Common Property to persons unknown to them by either the front entry door or by the intercom.
- 2.5** An Owner or Occupier must close the Common Property doors, including but not limited to the front entry door to each lot and the fire exit doors, after use.
- 2.6** The Owners Corporation will not give lift access to those who are not able to obtain access with their own Security Card or via communication over the intercom.
- 2.7** The Owners Corporation may restrict access to Common Property, including but not limited to, by way of gates or fencing, to any part of the Common Property by means of Security Cards.
- 2.8** The Owners Corporation must make Security Cards available to Owners, Occupiers and other persons authorised by the Owners Corporation including but not limited to emergency services.
- 2.9** The Owners Corporation will issue 2 Security Cards and 2 Letter Box Keys per Lot to the Owner of that Lot.
- 2.10** An Owner or Occupier may obtain additional Security Cards from the Building Manager by providing proof of identification provided pursuant to the provisions of clause 2.2 or 2.3 of this by-law (as the case may be).
- 2.11** The \$100 bond will be returned to the Owner or Occupier on the return of any additional Security Card from the person issued with that additional Security Card together with the copies of written evidence and proof of identification provided pursuant to the provisions of clause 2.2 of this by-law.
- 2.12** A maximum of:
 - (a)** 4 Security Cards will be issued to Lots which contain two (2) bedrooms; and
 - (b)** 6 Security Cards will be issued to Lots which contain three (3) bedrooms.

However, additional Security Cards may be issued with the prior approval of the Owners Corporation in circumstances where additional Security Cards are required to be provided to the Owner of a Lot where the Lot is occupied under a lease, to an Owner's property managing agent, or otherwise to persons such as cleaners or carers or nannies, who have provided proof of their identity to and who have registered their details with the Owners Corporation.

- 2.13** A separate application for a car park specific Security Card must be made in writing and will be provided after satisfying the terms of this by-law. Access will be provided to the carpark and ground level only with such car park specific Security Card, and such keys will not permit access to any residential or commercial floors of the Strata Scheme.
- 2.14** An Owner or Occupier may access the rooftop, squash court and level 7 barbeque areas by obtaining a key from the reception desk and must:
- (a)** provide \$150 as a refundable bond, or such other amount as determined by the Strata Committee from time to time; and
 - (b)** immediately return the key to the reception desk after use.
- 2.15** The Owner or Occupier shall indemnify the Owners Corporation all costs reasonably incurred by the Owners Corporation in replacing the key to access the rooftop, squash court and level 7 barbecue areas, arising from a failure by the Owner or Occupier to comply with clause 2.14(b) by returning the key to the reception desk after use, within 24 hours after such use.
- 2.16** Owners, Occupiers and authorised persons to whom a Security Card or Letter Box Key has been made available must:
- (a)** not duplicate or copy the Security Card or Letter Box Key;
 - (b)** take all reasonable measures to safeguard the Security Cards or Letter Box Keys against loss, theft or damage;
 - (c)** not give a Security Card or Letter Box Key to someone who is not an Owner or an Occupier of that person's Lot, subject to clause 2.12;
 - (d)** immediately notify the Building Manager if the Security Card or Letter Box Key is lost, stolen or damaged; and
 - (e)** immediately return the Security Card or Letter Box Key to the Owners Corporation when requested by the Owners Corporation.
- 2.17** If an Owner or Occupier improperly uses or a Security Card or Letter Box Key, or causes a Security Card or Letter Box Key to be used in breach of this by-law, then the Owners Corporation shall be entitled to deactivate that Owner or Occupier's Security Card or Letter Box Key and the Owners Corporation shall be entitled to charge to that Owner or Occupier a fee that is representative of the Owners Corporation's costs and expenses for the reactivation of such Security Card or Letter Box Key, which fee shall be payable by that Owner or Occupier.
- 2.18** The Owners Corporation (rather than any Owner or Occupier) must properly maintain, purchase and provide Security Cards and Letter Box Keys in compliance with the conditions in this by-law. For the avoidance of doubt the Security Cards and Letter Box Keys are to be the personal property of the Owners Corporation.
- 2.19** The Building Manager must if and when reasonably required renew or replace any Security Card or Letter Box Key that is damaged as a result of normal wear and tear.

- 2.20** The Owners Corporation must do all other things reasonably required of it to ensure the efficient operation and use of Security Cards and Letter Box Keys for the benefit of Owners and Occupiers in the Strata Scheme.

PART 3

CCTV SYSTEM AND CCTV FOOTAGE

Installation and Maintenance of CCTV System

- 3.2** The Owners Corporation may retain the existing CCTV system.
- 3.3** The Owners Corporation may install a new CCTV system (and add to the existing CCTV system) in any manner determined by the Owners Corporation.
- 3.4** The Owners Corporation must properly maintain, and keep in a state of good and serviceable repair any CCTV system, and where necessary, renew or replace any CCTV system

Rights and Obligations concerning use of CCTV System

- 3.5** An Owner or Occupier must not damage or otherwise interfere with any CCTV system, and must ensure that any of their invitees do not damage or otherwise interfere with any CCTV system.
- 3.6** An Owner or Occupier must not enter any area of the common property used as a CCTV system control room without the consent of the Owners Corporation or the Building manager.
- 3.7** The Owners Corporation may operate and use the CCTV system, and record, store and use CCTV footage, in any manner determined by it, to assist it to:
- (a)** monitor entrants, Owners and Occupiers to the Building and whilst on common property;
 - (b)** monitor the safety and security of the Building including without limitation to respond to any incident that threatens the maintenance of the safety or security of the Building;
 - (c)** collect information that may be used to enforce the by-laws, the strata legislation or any other law; and
 - (d)** otherwise control, manage, administer the Building and the use of the common property including the communal facilities.

Storage of and Access to CCTV Footage

- 3.8** The CCTV footage is and will be the property of the Owners Corporation, and the CCTV footage will be stored by the Owners Corporation in any location and in any manner determined by the Owners Corporation including without limitation by any CCTV Contractor or security contractor on its behalf.
- 3.9** The Owners Corporation will endeavour to ensure that CCTV footage is kept physically and electronically secure but will not be liable to an Owner or Occupier or anyone else if any CCTV

footage is accessed by a person not authorised to access the CCTV footage, or if the CCTV footage is lost, interfered with, stolen, misused or destroyed.

- 3.10 CCTV footage will be deleted by the Owners Corporation at the time and in the manner determined by it. Without limiting the generality of the foregoing, CCTV footage will usually (but not always) only be retained for a maximum period of 30 days.
- 3.11 The Owners Corporation will not permit any person to access view or keep CCTV footage, and will not disclose CCTV footage, except in accordance with this by-law.
- 3.12 The Owners Corporation will permit:
- (a) unless it would be unreasonable to do so, the CCTV contractor, Building manager, strata manager, strata committee and any security contractor; and
 - (b) for use in connection with any detection, investigation or prosecution of any offence or crime, any law enforcement agency including the NSW or Federal Police, any emergency services or any local council rangers to view, monitor (including in real time) or obtain and keep a recording of CCTV footage.
- 3.13 The Owners Corporation must permit any person to access, view or obtain and keep a recording of CCTV footage where required by law to do so including to comply with a notice or order.
- 3.14 If an Owner or Occupier wishes to access, view or obtain and keep a recording of CCTV footage, that Owner or Occupier must make a written request to the Secretary of the Owners Corporation to view and/or download the CCTV footage specifying:
- (a) the date and approximate time the CCTV footage was recorded;
 - (b) the part of the Building captured in or by the relevant CCTV footage;
 - (c) the location of the camera that captured the CCTV footage; and
 - (d) the reason why the CCTV footage is required.
- 3.15 The Owners Corporation may request that further information be provided by that Owner or Occupier.
- 3.16 The Owners Corporation may:
- (a) approve a request from an Owner or Occupier made under clause 3.13 with or without conditions; or
 - (b) reject such request;
- but it must not act unreasonably when doing so.
- 3.17 Without limiting clause 3.14, it will be reasonable for the Owners Corporation to reject a request made under clause 3.13 if the request for CCTV footage:
- (a) does not relate to CCTV footage that captured or recorded a personal injury or property damage or a crime; or

- (b) does not relate to CCTV footage that captured or recorded a breach of the by-laws or the strata legislation.
- 3.18 If the Owners Corporation approves a request made under clause 3.13 with conditions, those conditions may include:
 - (a) prohibiting an Owner or Occupier from keeping a recording of the CCTV footage; or
 - (b) restricting the use to which the CCTV footage may be put;
 - (c) that the CCTV footage be kept on a confidential basis; or
 - (d) that any copies made of the CCTV footage be destroyed; or
 - (e) payment of a reasonable fee if the CCTV footage is held or will be held by a CCTV contractor or security contractor and the CCTV contractor or security contractor will charge the Owners Corporation a fee to retrieve or provide the CCTV footage.
- 3.19 If a request for CCTV footage is approved by the Owners Corporation, the Owners corporation must ensure (unless it determines otherwise) that at least two members of the strata committee are present when an Owner or Occupier is present to view the CCTV footage (unless that Owner or Occupier is provided with a copy of the CCTV footage).

Other General Provisions concerning CCTV system and CCTV footage

- 3.20 In no circumstances shall the Owners Corporation be liable to an Owner, Occupier of anyone else if a request is made after the CCTV footage has been deleted or if the CCTV footage is deleted whilst a request is pending determination by the Owners Corporation.
- 3.21 Installation, operation and use of a CCTV system in the Building by the Owners Corporation does not mean that a person or their property is safe or secure, or that the Building is safe and secure.
- 3.22 An Owner or Occupier must take all reasonable care for that person's own safety and security and for the safety and security of that person's personal property in the Building.
- 3.23 To the extent permitted by law, the Owners Corporation is not liable to any Owner, Occupier or other person, and accepts no responsibility for the theft of or damage to that person's private property in the Building, or for any personal injury suffered in the Building.

PART 4

SECURITY OF BUILDING

- 4.1 The Owners Corporation is authorised to install and keep security systems in the strata scheme incorporating:
 - (a) access control systems to external doors, lifts, car park entry door or doors, and entry foyer to the car park;

- (b) surveillance system in any entry foyer, the car park, building entrances and egresses and car park and such other areas as the strata committee, acting reasonably, considers appropriate from time to time;
 - (c) intercom system to control access to external doors including car park entry door or doors; installed from time to time
 - (d) replacement of any equipment;
 - (e) installation of a security gate or gates in such places as the strata committee, acting reasonably, considers necessary or appropriate in order to prevent unauthorised access to the building; and
 - (f) including installation of all necessary electrical and other cabling and conduit (however described), telecommunications installation and connection, machinery and equipment required for the effective installation and operation (including monitoring) of the security systems installed from time to time in the building and the repair, maintenance, upgrading and/or reconfiguration of the security system or any part thereof as the strata committee considers reasonable and necessary from time to time in order to protect the security of the building and its occupants.
 - (g) engaging a building manager, concierge and / or security providers or security guard(s) as determined by the Owners Corporation from time to time.
- 4.2 An Owner or Occupier must not do or permit anything which may prejudice the security or safety of the Building.
- 4.3 An Owner or Occupier must ensure:
- (a) access doors to the common property are always shut securely behind them when accessing or vacating the common property; and
 - (b) all fire escape and unit doors are kept locked and secure at all times;
 - (c) any breach in the security of the Building is immediately notified to the Owners Corporation or the Building Manager located at the front desk at the entrance of the Building during relevant hours and at all other times the security guard appointed by the Owners Corporation.
- 4.4 If an Owner or Occupier breaches in any way with the terms of this by-law, the Owners Corporation may:
- (a) recover the costs of any loss of a Security Card from the defaulting Owner or Occupier as a debt;
 - (b) recover the costs of any loss or damage to property arising as a result of the Owner's or Occupier's breach of this by-law as a debt; and
 - (c) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

1.20. NO COOKING ON BALCONIES

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) Use includes cook on or operate.

PART 2

GRANT OF RIGHTS

- 2.1 An Owner or Occupier must not keep or Use a Barbecue on any Balcony.
- 2.2 An Owner or Occupier must not permit any invitee to Use a Barbecue on any Balcony.

1.21. WINDOW COVERINGS (BLINDS, SHUTTERS AND CURTAINS)

- 1.1 An Owner or Occupier must ensure that all blinds, shutters and curtains installed in that person's Lot, have an appearance, when viewed from outside the Lot, that is either beige, white, or off-white in colour
- 1.2 Except for blinds, shutters and curtains referred to in clause 1.1, no other types of window coverings are permitted to be installed or used in a Lot, including without limitation the covering of windows by the use of sheets, newspapers, or foil.

1.22. UNLAWFUL SHORT-TERM RENTAL ACCOMMODATION

Interpretation

1.1 In this by-law, unless a contrary intention appears:

- (a) **"Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (b) **"Occupier's Principal Place of Residence"** means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Occupier;
- (c) **"Online booking service"** means a person who provides an online booking service that enables persons to enter into short-term rental accommodation arrangements;
- (d) **"Owner's Principal Place of Residence"** means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Owner;

- (e) **“short-term rental accommodation”** means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);
- (f) **“short-term rental 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 (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

Scope of By-Law

2.1 An Owner for whom their Lot is not that Owner’s Principal Place of Residence must not:

- (a) enter into any short-term rental accommodation arrangement regarding that Lot; nor
- (b) permit any Occupier of the Lot for whom the Lot is not that Occupier’s Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- (c) permit any Property Agent of the Owner or Occupier for whom the Lot is not their Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- (d) permit any other agent acting for the Owner or Occupier of a type referred to in clause 2.1.c. to enter into any short-term rental accommodation arrangement regarding the Lot; or
- (e) list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

2.2 An Occupier for whom the Lot is not that Occupier’s Principal Place of Residence must not:

- (a) enter into any short-term rental accommodation arrangement regarding that Lot; nor
- (b) permit any other Occupier of the Lot for whom the Lot is not that other Occupier’s Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- (c) permit any Property Agent of any Occupier referred to in this clause 2.2. to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- (d) permit any other agent acting for any Occupier referred to in this clause 2.2 to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- (e) list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

- 3.1 An **Owner** for whom their **Lot** is not the **Owner's Principal Place of Residence** and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their **Lot** must ensure all such agreements:
- (a) are not inconsistent with and do not breach clause 2 of this by-law; and
 - (b) legally bind their **Occupier** and sub-tenants and their **Property Agent** and/or other agents (if applicable) to compliance with this by-law.

Liability and indemnity

- 4.1 **Owners** and **Occupiers** jointly and severally will be liable for any damage to the common property in the **Strata Plan** and/or a **Lot** and for loss or damage to personal property suffered as a result of their breach of this by-law
- 4.2 **Owners** severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:
- (a) **short-term rental accommodation arrangements** prohibited in this by-law and conducted from their **Lot**;
 - (b) their **Occupiers'** occupancy of their **Lot** in breach of this by-law;
 - (c) occupancy of their **Lot** by **Occupiers'** sub-tenants, licensees, sub-licensees or others in breach of this by-law;
 - (d) listing a **Lot** to which this by-law applies on any **Online booking service**;
 - (e) the exercise of its rights under this by-law; and
 - (f) enforcement of this by-law.
- 4.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
- (a) the power to prohibit **Owners** and **Occupiers** and others from enabling or engaging in **short-term rental accommodation arrangements** according to this by-law;
 - (b) the power and duty to report every **short-term rental accommodation arrangement** prohibited in this by-law to the relevant **Government Agency/ies** and engage in whatever investigative and legal action may be necessary to stop the **short-term rental accommodation arrangement**;
 - (c) the authority to:
 - (i) issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) if it is reasonably suspected that the **Lot** is listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**;
 - (ii) issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) that **short-term rental accommodation arrangements** are reasonably

suspected to be occurring in the relevant Lot and demand that the **short-term rental accommodation arrangements** cease immediately;

- (iii) instruct the **Owner** or **Occupier** or their **Property Agent** (if applicable) to deliver an eviction notice to persons not authorised to occupy the Lot according to this by-law;
 - (iv) if the **short-term rental accommodation arrangement** does not cease immediately on the relevant **Owner**, **Occupier** or **Property Agent** (if applicable) being informed of the continuing activity prohibited in this by-law - de-activate **Security Cards** which continue to be used to access common property by persons not authorised to do so; and
 - (v) be indemnified by **Owners** from all claims arising from the actions taken pursuant to this by-law;
- (d) for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective **Owner** as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

1.23. OCCUPANCY LIMITS

1. For the purpose of this by-law:

- (a) "**Adult**" means a person who is aged 18 years or older;
- (b) "**Bedroom**" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a Planning Approval.
- (c) "**Enforcement Costs**" means the costs associated with the enforcement of this by-law; including but not limited to the cost of the Owners Corporation engaging professional services including legal and/or strata management services;
- (d) "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of their breach, or their Occupiers' breach, of this by-law, which includes but is not limited to the following:
 - (i) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - (ii) any sum payable by way of increased premiums; and
 - (iii) any costs, penalties/fines or damages for which the Owners Corporation is or becomes liable;
- (e) "**Planning Approval**" means a development consent within the meaning of the Environmental Planning and Assessment Act 1979; or

- (f) "Related to" has the meaning it is given by clause 36 of the *Strata Schemes Management Regulation 2016*, as amended from time to time;
2. Owners and Occupiers are responsible for ensuring that the number of Adults who reside at their lot does not exceed the maximum allowable number being:
 - (a) in the case of a lot with one Bedroom: up to two;
 - (b) in the case of a lot with two Bedrooms: up to four;
 - (c) in the case of a lot with three Bedrooms: up to six.
 3. If the strata committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a lot in breach of this by-law, the Owners Corporation, via the strata committee or strata manager, may:
 - 3.1 request that the Owner and/or Occupier provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the strata committee; and/or
 - 3.2 exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or
 - 3.3 enter upon any part of the lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
 - 3.4 refuse to provide additional Security Cards to an Owner or Occupier; and/or
 - 3.5 de-activate an Owner or Occupier's Security Cards.
 4. An Owner or Occupier is responsible for and will bear all Costs.
 5. Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
 6. In the event lot(s) or common property is/are damaged as a result of an Owner or Occupier's breach of this by-law, the responsible Owner or Occupier must pay the costs of rectifying the damage.
 7. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
 8. Owners must include a copy of this by-law in every residential tenancy agreement.
 9. If an Occupier commits a breach of this by-law, the Owner must take immediate steps to terminate the residential tenancy agreement.
 10. Owners will Indemnify and will keep Indemnified the Owners Corporation.

11. This by-law has no effect if all of the Adults who reside in the lot are Related To each other

1.24. USE OF RECREATIONAL AREAS IN THE BUILDING

1. Introduction

This by-law sets out the rules that must be followed when using any recreational areas and associated facilities forming part of the common area of the strata scheme.

2. Definitions & Interpretation

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

- (a) "gymnasium" means that part of the common area comprising the gymnasium situated on level 8 of the building and includes all gymnasium facilities and associated equipment situated in that area.
- (b) "level 7 BBQ area" means that part of the common area comprising the BBQ area situated on level 7 of the building and includes all barbecue facilities and associated equipment situated in that area.
- (c) "permitted times" means on the days and between the hours use of the recreational areas is permitted, as set out in the terms of this by-law or as otherwise determined by the owners corporation from time to time;
- (d) "pool and spa" means that part of the common area comprising the swimming pool and spa situated on level 8 of the building and includes the area immediately surrounding the swimming pool and spa and includes all facilities and associated swimming pool and spa equipment situated in that area;
- (e) "rooftop terrace" means that part of the common area comprising rooftop terrace situated on level 36, the rooftop of the building and includes all facilities situated on the roof terrace including the barbecues, barbecue area, picnic tables and bathrooms situated in that area.
- (f) "sauna" means that part of the common area comprising the sauna situated on [level 8 of the building and includes all facilities situated in that area.]

3. General Conditions of Use of Recreational Areas

3.1 These conditions apply generally to the use of any of the recreational areas and you must:

- (a) comply with all reasonable directions of the owners corporation and the building manager regarding access to and use of any of the recreational areas,

- (b) only use a recreational area during the permitted times;
 - (c) not use any part of a recreational area for a commercial purpose including the conduct of any business or trading activity for reward or other commercial benefit;
 - (d) be responsible for any of your visitors you bring onto or permit to be on any of the recreational areas and you must ensure that all your visitors comply with this by-law;
 - (e) not permit any child to access or use any of the recreational areas unless you are the owner or occupier of a lot and that child is accompanied by and supervised effectively by you, and only where you are in a position to exercise effective control over that child;
 - (f) not make any noise when accessing or using any of the recreational areas which interferes with or is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, or of any person lawfully using a common area;
 - (g) not bring glass or glass objects of any kind into any of the recreational areas;
 - (h) dispose of all rubbish of any kind, either by placing that rubbish into the common property bins located in the rooftop terrace or otherwise removing that rubbish from the recreational area when you leave;
 - (i) not bring any animal onto the recreation area, unless that animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).
- 3.2 You acknowledge and agree that access to and use of recreational areas by you and by any of your visitors is at you and your visitors' own risk and the owners corporation and any of its agents are not liable for any loss, damage, injury or death suffered by you, a visitor or anyone else, arising out of, or in connection use of recreational areas by you or by any of your visitors.
- 3.3 If you fail to comply with this by-law when using the recreational areas:
- (a) you may be asked to leave the recreational areas by the building manager, strata manager, a member of the strata committee or security guards engaged by the owners corporation,
 - (b) your access to and use of the recreational areas may be restricted for a period of time as determined by the owners corporation for a period of between three and six months; and
 - (c) the owners corporation may take further action resulting from your breach of this by-law including taking further action against you to enforce this by-law.,
 - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

4. Use of Rooftop Terrace

- 4.1 This clause 4 applies specifically to the use of the rooftop terrace. To avoid doubt, the general conditions in clause 3 also apply to use of this area.

- 4.2 Access to the rooftop terrace is only available with a key from the reception desk and the provisions of clause 2.14 of Special By-Law No. 11 – Building Security applies with respect to such key.
- 4.3 When using the rooftop terrace you must:
- (a) only use the rooftop terrace during the permitted times of between 7am to 11pm each day except on 31 December during which day alternative hours for access and use will be permitted as determined by the owners corporation;
 - (b) not climb on or over, sit or stand on, or throw anything over, the rooftop terrace balustrades;
 - (c) not bring onto the rooftop terrace or use any ball or other similar equipment or otherwise undertake any sporting activity in or on the rooftop terrace;
 - (d) not drag tables and chairs around the rooftop terrace but lift them if you wish to relocate them to another position in or on the rooftop terrace and you must position such tables and chairs in a safe location;
 - (e) not play music or other sound in a manner which interferes with or is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, or of any person lawfully using the rooftop terrace or a common area;
 - (f) not bring onto or consume within the rooftop terrace any illegal substance.
- 4.4 If you wish to use a barbecue located in the rooftop terrace you must:
- (a) make a booking to use the barbecue using the online booking system of the owners corporation for such purposes, or in any other manner as reasonably directed by the owners corporation from time to time;
 - (b) not damage the barbecue when using it;
 - (c) remove all rubbish associated with your use of the barbecue and thoroughly clean the barbecue when you have finished using it.
- 4.5 If, in the opinion of the building manager (acting reasonably) you or your visitors leave the barbecue or any other common area of the rooftop terrace unclean, untidy, defaced or damaged as a result of your use, you must as soon as possible thoroughly clean the barbecue and rectify any damage to any common area. If you fail to do so, the owners corporation may perform any reasonably cleaning or work to rectify any defacement or damage and recover the cost of taking such action from you.
- 4.6 The owners corporation may engage one or more persons who are licenced under the *Security Industry Act 1997* to act as crowd controllers to supervise all persons using the rooftop terrace, including on 31 December each year or for functions held in the rooftop terrace from time to time.
- 4.7 You must not hold any large gatherings by permitting more than 15 people (including yourself and all other owners and occupiers of your lot) to access and use the rooftop terrace at any one

time, unless you make a prior application in writing to the owners corporation for permission to have more than that number of people be in the rooftop area.

- 4.8 Any large gatherings of more than 15 people (including yourself and all other owners and occupiers of your lot) will be considered to be a function by the owners corporation and the owners corporation may impose conditions on any approval that is provided for you to hold that function at the rooftop terrace, including that you must:
- (a) pay a bond to the owners corporation prior to the holding of the function for such amount as to be reasonably determined by the owners corporation;
 - (b) pay the costs of the owners corporation of engaging one or more persons who are licensed under the *Security Industry Act 1997* to act as crowd controllers to supervise all persons attending the function;
 - (c) set and agree to a specific start and finish times for the function;
 - (d) agree in writing that you will comply with all reasonable requests and instructions given to you and your visitors at the function by the owners corporation, the building manager or any person engaged under clause 4.8(b) and to ensure that your visitors also comply; and
 - (e) acknowledge and agree in writing that the function will be terminated if you or your invitees at the function behave in a manner that is in breach of this by-law, or any other by-law for the strata scheme or which otherwise may impact on the safety, security or insurance of the strata scheme and/or that of any person at the building.

5. Use of level 7 BBQ Area

- 5.1 This clause 5 applies specifically to the use of the level 7 BBQ area. To avoid doubt, the general conditions in clause 3 also apply to use of this area.
- 5.2 Access to the level 7 BBQ area is only available with a key from the reception desk and the provisions of clause 2.14 of Special By-Law No. 11 – Building Security applies with respect to such key.
- 5.3 When using the level 7 BBQ area you must:
- (a) only use the level 7 BBQ area during the permitted times of between 7am to 11pm each day except on 31 December during which day alternative hours for access and use will be permitted as determined by the owners corporation
 - (b) not climb on or over, sit or stand on, or throw anything over, the level 7 BBQ balustrades;
 - (c) not bring onto the rooftop terrace any ball or use any ball or other similar equipment or otherwise undertake any sporting activity in or on the rooftop terrace;

- (d) not drag tables and chairs around the level 7 BBQ area but lift them if you wish to relocate them to another position in or on the level 7 BBQ area and you must position such tables and chairs in a safe location;
 - (e) not play music or other sound in a manner which interferes with or is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, or of any person lawfully using the level 7 BBQ area or a common area;
 - (f) not bring onto or consume within the level 7 BBQ area any illegal substance.
- 5.4 If you wish to use a barbecue located in the level 7 BBQ area you must:
- 1 make a booking to use the barbecue using the online booking system of the owners corporation for such purposes, or in any other manner as reasonably directed by the owners corporation from time to time;
 - 2 not damage the barbecue when using it;
 - 3 remove all rubbish associated with your use of the barbecue and thoroughly clean the barbecue when you have finished using it.
- 5.5 If, in the opinion of the building manager (acting reasonably) you or your visitors leave the barbecue or any other common area of the level 7 BBQ area unclean, untidy, defaced or damaged as a result of your use, you must as soon as possible thoroughly clean the barbecue and rectify any damage to any common area. If you fail to do so, the owners corporation may perform any reasonable cleaning or work to rectify any defacement or damage and recover the cost of taking such action from you.
- 5.6 The owners corporation may engage one or more persons who are licenced under the *Security Industry Act 1997* to act as crowd controllers to supervise all persons using the level 7 BBQ area, including on 31 December each year or for functions held in the level 7 BBQ area from time to time.
- 5.7 You must not hold any large gatherings by permitting more than 15 people (including yourself and all other owners and occupiers of your lot) to access and use the level 7 BBQ area at any one time, unless you make a prior application in writing to the owners corporation for permission to have more than that number of people be in the rooftop area.
- 5.8 Any large gatherings of more than 15 people (including yourself and all other owners and occupiers of your lot) will be considered to be a function by the owners corporation and the owners corporation may impose conditions on any approval that is provided for you to hold that function at the level 7 BBQ area, including that you must:
- (a) pay a bond to the owners corporation prior to the holding of the function for such amount as to be reasonably determined by the owners corporation
 - (b) pay the costs of the owners corporation of engaging one or more persons who are licensed under the *Security Industry Act 1997* to act as crowd controllers to supervise all persons attending the function;

- (c) set and agree to a specific start and finish times for the function;
- (d) agree in writing that you will comply with all reasonable requests and instructions given to you and your visitors at the function by the owners corporation, the building manager or any person engaged under clause 5.8(b) and to ensure that your visitors also comply; and
- (e) acknowledge and agree in writing that the function will be terminated if you or your invitees at the function behave in a manner that is in breach of this by-law, or any other by-law for the strata scheme or which otherwise may impact on the safety, security or insurance of the strata scheme and/or that of any person at the building.

6. Use of Gymnasium

- 6.1 This clause 6 applies specifically to the use of the gymnasium. To avoid doubt, the general conditions in clause 3 of this by-law also apply to use of this area.
- 6.2 Access to the gymnasium area is available with a Security Card and the provisions of the Building Security By-law – Building Security applies with respect to such Security Card
- 6.3 When using the gymnasium you must:
 - (a) only use the gymnasium during the permitted times of between 6am to 11pm each day;
 - (b) not play any music or other sound through any speaker or similar device and listen to such music or other sound using headphones or similar device so that such music or other sound cannot be heard by or otherwise disturb another person lawfully using the gymnasium or a common area;
 - (c) not bring onto or consume within the gymnasium any alcohol or other illegal substance;
 - (d) be adequately clothed and wear, (and you must ensure that any child in your control using the gymnasium wears), clothing suitable for the purposes of using the gym including wearing tops and gym shoes;
 - (e) follow all directions for use of any gymnasium facilities or equipment carefully; and
 - (f) use a towel after each use of gymnasium facilities or equipment to wipe down all surfaces;
 - (g) return all weights to the weight rack after each use;
 - (h) not take or remove any weights or other equipment from the gymnasium;
 - (i) immediately report:
 - a. faulty or damaged facilities or equipment; or

b. any injury or accident occurring to any person

in the gymnasium to the building manager or to a security guard engaged by the owners corporation;

- (j) use and share the gymnasium space and all facilities and equipment thereon in a fair and co-operative manner;
- (k) press buttons on the treadmill and other equipment slowly and carefully to avoid breakages or damage;
- (l) not exceed the 110kg limit when using the treadmills;
- (m) not drop weights on the floor; and
- (n) comply with any other notices posted in the gymnasium from time to time.

7. Use of Pool and Spa

7.1 This clause 7 applies specifically to the use of the pool and spa. To avoid doubt, the general conditions in clause 3 also apply to use of this area.

7.2 Access to the pool and spa area is available with a Security Card and the provisions of the Building Security By-law – Building Security applies with respect to such Security Card

7.3 When using the pool and spa you must:

- (a) only use the pool and spa during the permitted times of between 6am to 11pm each day;
- (b) not bring onto the pool and spa any ball or use any ball or other similar equipment or otherwise undertake any sporting activity in or on the pool and spa;
- (c) not play any music or other sound through any speaker or similar device and listen to such music or other sound using headphones or similar device so that such music or other sound cannot be heard by or otherwise disturb another person lawfully using the pool and spa or a common area;
- (d) not bring onto or consume within the pool and spa any alcohol or other illegal substance;
- (e) be adequately clothed and wear, (and you must ensure that any child in your control using the gymnasium wears), swimwear suitable for the purposes of using the pool and spa;
- (f) wear footwear to and from the pool and spa and you must ensure that any child in your control does the same;
- (g) bring a towel for use at the pool and spa and dry yourself off before leaving the pool and spa to avoid dripping on or wetting, and so as to prevent damage to, carpets and

furnishings, and ensure that any child in your control is dried off before leaving the pool and spa;

- (h) follow all directions for use of any pool and spa facilities or equipment available for use by you carefully and not interfere with any pool and spa cleaning equipment or any equipment that is not intended for your use; and
- (i) immediately report:
 - a. faulty or damaged facilities or equipment; or
 - b. any injury or accident occurring to any person
in the pool and spa to the building manager or to a security guard engaged by the owners corporation;
- (j) use and share the pool and spa space and all facilities and equipment thereon in a fair and co-operative manner;
- (k) comply with any other notices posted in or at the pool and spa from time to time.

8. Use of Sauna

- 8.1 This clause 8 applies specifically to the use of the sauna. To avoid doubt, the general conditions in clause 3 also apply to use of this area.
- 8.2 Access to the sauna area is available with a Security Card and the provisions of the Building Security By-law – Building Security applies with respect to such Security Card
- 8.3 When using the sauna you must:
 - (a) only use the sauna during the permitted times of between 6am to 11pm each day
 - (b) not bring onto the sauna any ball or use any ball or other similar equipment or otherwise undertake any sporting activity in or on the sauna;
 - (c) not play any music or other sound through any speaker or similar device and listen to such music or other sound using headphones or similar device so that such music or other sound cannot be heard by or otherwise disturb another person lawfully using the sauna or a common area;
 - (d) not bring onto or consume within the sauna any food, alcohol or other substance other than water;
 - (e) be adequately clothed and wear, (and you must ensure that any child in your control using the sauna wears), swimwear suitable for the purposes of using the sauna;

- (f) wear footwear to and from the sauna and you must ensure that any child in your control does the same;
- (g) bring a towel for use at the sauna and dry yourself off before leaving the sauna to avoid dripping on or wetting, and so as to prevent damage to, carpets and furnishings, and ensure that any child in your control is dried off before leaving the sauna;
- (h) follow all directions for use of the sauna and any facilities or equipment available for use by you carefully and not interfere with any sauna cleaning equipment or any equipment that is not intended for your use; and
- (i) immediately report:
 - a. faulty or damaged facilities or equipment; or
 - b. any injury or accident occurring to any person
 in the sauna to the building manager or to a security guard engaged by the owners corporation;
- (j) use and share the sauna space and all facilities and equipment thereon in a fair and co-operative manner;
- (k) comply with any other notices posted in or at the sauna from time to time.

1.25. FREE STANDING CAR PARK STORAGE

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Car Park Storage Unit** means a free standing over the bonnet storage unit installed or to be installed in the car parking area of a Lot in accordance with the terms of this by-law.

PART 2

CONDITIONS

2.1 Owners and Occupiers must not install or keep installed a Car Park Storage Unit unless it is:

- (a) installed by "StoreBay Australia" or such other manufacturer as approved by the strata committee from time to time;
- (b) no larger than 2410W X 1100D X 2000H;

- (c) constructed to manufacturer's specifications and complies with all fire safety standards for the scheme (including without limitation the Fire Safety Requirements referred to in Fire Safety Compliance By-law
 - (d) be of a beige or off white colour;
 - (e) is free standing and does not affix to the common property;
 - (f) is entirely contained within the car parking area that forms part of that Owner's or Occupier's Lot; and
 - (g) does not impede or otherwise impact upon access to:
 - (i) any adjoining carparking area of another Lot; or
 - (ii) any plant and equipment housed or situated in or on any adjoining area of common property.
- 2.2** If an Owner or Occupier intends to install a Car Park Storage Unit that affixes to the common property then nothing in this by-law displaces usual requirement of the Owner or Occupier to first obtain approval for the works from the Owners Corporation where such works constitute:
- (a) a minor renovation within the meaning of section 110 of the Act; or
 - (b) works that would require the passing of a by-law under section 108 and/or 143 of the Act,
- in which event the Lot Owner must obtain the requisite approval for such works.

1.26. NO SMOKING

PART 1

DEFINITIONS & INTERPRETATION

- 1.1** In this by-law:
- (a) **Smoke or Smoking** means smoke, hold or otherwise have control over, an ignited Smoking Product.
 - (b) **Smoking Product** means any tobacco or other product that is intended to be smoked including electronic cigarettes and hookahs.

PART 2

GRANT OF RIGHTS

- 2.1** An Owner or Occupier must not, on the Common Property or the Lot including the balcony:
- (a) Smoke;

- (b) allow another person, including without limitation their invitee or employee, to Smoke; and/or
 - (c) encourage another person, including without limitation their invitee or employee, to Smoke, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.
- 2.2 An Owner must include a statement that smoking is prohibited in the Lot and Common Property in any "for rent" or "for sale" advertising."

1.27. FIRE ALARMS

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (c) **Fire Alarm Costs** means:
 - (i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm or any comparable agreement; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(d)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (d) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.

1.2 In this by-law a word which denotes:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and

- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2

CONDITIONS

- 2.1 An Owner or Occupier must ensure that they and their invitees, do not by wilful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented.
- 2.2 If an Owner or Occupier breaches in any way with the terms of this by-law, the Owners Corporation may:
 - (a) recover the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-Law by an Owner or Occupier, as a debt due and payable to the Owners Corporation; and
 - (b) recover the costs of any loss or damage to property arising as a result of the Owner's or Occupier's breach of this by-law as a debt; and
 - (c) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

1.28. FIRE SAFETY COMPLIANCE

PART 1

DEFINITIONS & INTERPRETATION

- 1.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Compliance Costs** means the costs incurred by the Owners Corporation to remediate the common property to comply with the Fire Safety Requirements arising from a breach of this by-law.
 - (b) **Fire Safety Equipment** means any item or fixture located within a lot or on common property which is connected to fire safety and includes, but is not limited to any of the following items situated in the strata scheme:-
 - a.) access panels, doors and hoppers to fire-resisting shafts;
 - b.) automatic fail-safe devices, fire detection and alarm systems, and fire suppression systems;
 - c.) emergency lifts;

- d.) emergency lighting, warning and intercommunication systems;
 - e.) entry doors to all lots;
 - f.) exit signs;
 - g.) fire control centres and rooms;
 - h.) fire doors;
 - i.) fire hydrant systems;
 - j.) fire seals protecting openings in fire-resisting components of the building;
 - k.) fire shutters;
 - l.) fire windows;
 - m.) hose reel systems;
 - n.) mechanical air handling systems;
 - o.) perimeter vehicle access for emergency vehicles;
 - p.) portable fire extinguishers;
 - q.) safety curtains;
 - r.) smoke alarms and heat alarms;
 - s.) smoke dampers and fire dampers;
 - t.) smoke and heat vents;
 - u.) smoke detectors and heat detectors;
 - v.) smoke doors;
 - w.) solid core doors;
 - x.) standby power systems;
 - y.) wall or floor wetting sprinkler and drencher systems;
 - z.) warning and operational signs; and
 - aa.) any other item assessed in or applicable to the annual fire safety services assessment or similar requirement.
- (c) **Fire Safety Inspector** means the person, company or contractor engaged to provide the annual fire safety statement for the Owners Corporation or similar requirement to an Authority.

- (d) **Fire Safety Requirements** means the fire safety requirements set by an Authority for the strata scheme from time to time.
- (e) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.
- (f) **Non-access Costs** means any costs incurred by the Owners Corporation as a result of an Owner or Occupier not making a Lot available for the annual fire safety services inspection including but not limited to any additional attendance or inspection fees of the Fire Safety Inspector.

PART 2

FIRE ALARMS AND FIRE SAFETY EQUIPMENT

- 2.1 An Owner or Occupier must ensure that they and their invitees comply with all Fire Safety Requirements and do not:
 - (a) unduly interfere with or damage the Fire Safety Equipment or anything connected to the Fire Safety Equipment; or
 - (b) change any locking or safety device, screen or any other device or structure installed that complies with the Fire Safety Requirements

In any manner in contravention of this by-law.
- 2.2 Any changes to locks on the main entry door or doors to a Lot or changes to any other locking or safety device, screen or other device must be approved by the Owners Corporation.
- 2.3 Any locking or safety device, screen, other device or structure installed must comply with the Fire Safety Requirements.
- 2.4 If an Owner or Occupier or their invitee, causes damage to or interferes with the Fire Safety Equipment, whether located on a Lot or on common property, the Owner or Occupier will be liable for the full cost of repair and rectification of any Fire Safety Equipment, as a debt due and payable on demand to the owners corporation.
- 2.5 No radiant heaters are permitted to be used in a Lot.
- 2.6 An Owner or Occupier must co-operate with any contractors engaged by the Owners Corporation to carry out inspections or any works in relation to the fire safety equipment;
- 2.7 An Owner or Occupier carry out any works directed within their lot that may be required in respect of fire safety;
- 2.8 An Owner or Occupier must not interfere with or chock open any fire doors including fire doors to individual units;

PART 3 - FAILURE TO COMPLY

3.1 Without prejudice to any and all other claims the Owners Corporation may have under this by-law, an Owner or Occupier must indemnify the Owners Corporation for:

- (a) Non-access Costs including any additional costs of a Fire Safety Inspector to conduct any further inspection, arising as a result of an Owner or Occupier not making a Lot available for the annual fire safety services inspection, however, such costs are to be apportioned between any and all non-complying lots in the strata scheme which caused the need for any further inspection; and
- (b) Compliance Costs arising from the breach by an Owner or Occupier of this by-law."

3.2 The Owners Corporation may:

- (a) recover the Compliance Costs arising from the breach by an Owner or Occupier of this by-law together with that party's proportion of the Non-access Costs attributable to any non-complying lot paid by the Owners Corporation, arising from the matters set out in clause 3.1 of this by-law, as a debt due and payable to the Owners Corporation; and
- (b) recover the costs of any loss or damage to property arising as a result of the Owner's or Occupier's breach of this by-law as a debt; and
- (c) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

1.29. DELIVERIES AND COURIERS

The owners corporation and the building manager reserve the right to decline accepting or signing to confirm receipt of deliveries or packages, including without limitation those deliveries or packages addressed to an Owner or Occupier of a Lot or to any Lot in the strata scheme.

1.30. SERVICE OF DOCUMENTS ON AN OWNER OF A LOT BY THE OWNERS CORPORATION

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

A notice or document served on an owner by e-mail in accordance with this by-law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

1.31. RENOVATIONS

1. Introduction

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

2. Definitions & Interpretation

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

- (a) "AAAC Guide" means the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating dated June 2017,
- (b) "annexure" means the annexure to this by-law,
- (c) "air conditioner" means a reverse cycle split system air conditioner system
- (d) "common property" means the common property in the strata scheme,
- (e) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (f) "five star rating" means a five star rating in accordance with the AAAC Guide including an:
 - (i) airborne sound insulation rating of not less than a $D_{nT,w} + C_w$ of 50 between separate lots, and
 - (ii) a weighted standardised impact sound pressure level rating of not more than an $L_{nT,w}$ of 45 between separate lots,
- (g) "flooring works" means removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors;
- (h) "major renovations" means any work to an lot or a common area in the building in connection with your lot for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your lot, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your lot,

- (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
- (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(i) “minor renovations” means any work to a common area in the building in connection with your lot for the following purposes:

- (i) renovating a kitchen,
- (ii) renovating a bathroom or any room in your lot in a manner that does not involve waterproofing or structural changes,
- (iii) changing recessed light fittings,
- (iv) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (v) flooring works,
- (vi) installing or replacing wiring or cabling or power or access points,
- (vii) installing or replacing pipes and ducts,
- (viii) work involving reconfiguring walls in a manner that does not involve structural changes,
- (ix) installing a rainwater tank,
- (x) installing a clothesline,
- (xi) installing an air conditioner,
- (xii) installing double or triple glazed windows or window treatments,
- (xiii) installing a heat pump or hot water service,
- (xiv) installing ceiling insulation,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (j) “renovations” means cosmetic works, minor renovations or major renovations,
- (k) “Renzo Tonin Acoustic Report” means the acoustic report for the building by Renzo Tonin and Associates dated 22nd May 2019 in respect of flooring works for the building, a copy of which report is *SP40412 267 Castlereagh St, Sydney – Acoustic Test Summary &*

Recommendations for Floating Timber Floors (Annexure A) or approved Acoustic Report as adopted by the Owner's Corporation from time to time.

- (l) "strata scheme" means the strata scheme to which this by-law applies, and
- (m) "you" means an owner of a lot and includes that person's successors in title.

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

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

3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations (other than renovations only consisting of cosmetic works) without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out renovations (other than cosmetic works) you must make an application to the owners corporation in order to seek its approval of the renovations.

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

3.2.3 Your application must contain:

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

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

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

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

3.2.7 The owners corporation may:

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

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

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

3.2.10 Without limiting the provisions of clause 3.2.3, if your renovations involve the installation of an air conditioner:

- (a) the air conditioner you are proposing to install must be manufactured by Mitsubishi, Daikin, Fujitsu or a similar brand, and must be of good to superior energy efficiency, as approved by the owners corporation or the strata committee (as the case may be); and

- (b) you must provide to the owners corporation advice regarding power load availability and advise the owners corporation of same as part of your application under clause 3.2.3.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

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

(b) Local Council Approval

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

(c) Contractor's Licence and Insurance Details

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

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

(d) Engineer's Report

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

(e) Acoustic Consultant's Report and Acoustic Report

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

coverings to be exposed or installed during the renovations are likely to achieve at least a five star rating, and that renovations will comply with the findings and recommendations contained in the Renzo Tonin Acoustic Report,

(f) Dilapidation Report

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

(g) Bond

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

(h) Costs

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

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

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail) and make certain that the acoustic rating for floor coverings that are to be exposed or installed during the renovations achieve at least a five star rating,

(c) Time for Completion of Renovations

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

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am – 4.00pm on Mondays to-Fridays (not including public holidays) and are not carried out at any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Mondays to-Fridays (not including public holidays) and that at least 72 hours notice is given to the occupiers of the other lots in the building by placing such notices under the front doors of each of the nearby lots in the strata scheme that will be likely to be affected by noise from percussion tools and noisy equipment before the use of any such tools and equipment,

(f) Appearance of Renovations

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

(g) Supervision of Renovations

ensure that the renovations (apart from cosmetic work) are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

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

(i) Transportation of Construction Equipment

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

(j) Debris

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

(k) Storage of Building Materials on Common Areas

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

(l) Protection of Building

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

(m) Building Integrity

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

(n) Daily Cleaning

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

(o) Interruption to Services

minimise any disruption or interruption to services in the building by making reasonable arrangements with the building manager before any services in the building are disrupted or interrupted and by giving the occupiers of the other lots in the building at least 72 hours prior notice of any planned disruption or interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption or interruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect (and, if applicable, supervise) the renovations (apart from cosmetic work) on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas, and that all contractors park their vehicles in the loading bay, visitor parking spaces or such other areas of common property as designated by the building manager when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

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

(s) Switch Board

Ensure that all renovations works incorporate bringing any switchboard for the lot or the relevant common property up to standard so as to comply with the current the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(t) Variation to renovations

not vary the renovations (apart from cosmetic work) without obtaining the prior written approval of the owners corporation,

(u) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations (apart from cosmetic work).

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

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

(b) Access

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

(c) Obtain Planning Certificates

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

(d) Restore the Common Areas

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

(e) Engineer's Report

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

(f) Expert's Report

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

(g) Acoustic Consultant's Report

if the renovations involved changes to the floor coverings of your lot (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying that the floor coverings that were

exposed or installed during the renovations have at least a five star rating, and that renovations comply with the findings and recommendations contained in the Renzo Tonin Acoustic Report.

(h) Certificate from Waterproofing Contractor

if the renovations involved waterproofing, if required by the owners corporation, give the owners corporation a certificate or report from the contractor responsible for the installation of the waterproofing certifying that the waterproofing was installed in accordance with and complies with the Building Code of Australia and any applicable Australian Standards.

4.4 Enduring Obligations

You must:

(a) Maintenance of Lot Renovations

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

(b) Repair Damage

repair and make good any damage caused to another lot or the common areas by the carrying out of the renovations in a competent and proper manner, no matter when such damage may become evident.

(c) Prevent Excessive Noise

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

(d) Flooring

if the renovations involved changes to the floor coverings of your lot, ensure that the floor coverings that were exposed or installed during the renovations (apart from floor coverings in a laundry, lavatory or bathroom) have at least a five star rating, and continue to comply with the findings and recommendations contained in the Renzo Tonin Acoustic Report.

(f) Air conditioners

If the renovations involved installation of or changes to the air conditioning to your lot, you must ensure that your air conditioner:

- (i) has a neat and tidy appearance and an appearance that is in keeping with the appearance of the rest of the building. You must also ensure that all pipes, wires, cables and ducts for your air-conditioner are in a colour that matches the immediately surrounding areas of the building; and
- (ii) specifically its condenser is installed on appropriate materials such as rubber pads and buffers to minimise noise and vibration transmission from your air-conditioner into other

parts of the strata scheme; and

- (iii) is installed with a drip tray or other appropriate device and sufficient waterproofing to prevent water and condensation from the air-conditioner running onto or damaging other parts of the strata scheme; and
- (iv) is properly serviced and maintained and kept in a state of good and serviceable repair together with any common areas occupied by such air conditioner and, where necessary, renew or replace any fixtures or fittings comprised in the works and your air-conditioner and any common areas occupied by them, and including the regular cleaning of the air conditioner and all filters.

(g) Indemnity

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

(h) Insurance

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

(i) Comply with the law

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

5. Bond

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

- (a) repairing any damage caused to a common area or any other lot during or as a result of the renovations, or
- (b) cleaning any part of the common area as a result of the renovations,

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

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

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

8. Strata Committee Approvals

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

9. Specification of Additional Minor Renovations

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

10. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot ...)

1. Introduction

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

2. Definitions

In this by-law:

“Lot” means Lot in the Strata Scheme;

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

“Plans” means the plans/drawings prepared by and dated attached to this by-law;

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

“Renovations By-Law” means Special By-Law No. 57 – Renovations as amended from time to time;

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

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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

- (a) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

- (b) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

ANNEXURE A

SP40412 267 Castlereagh St, Sydney – Acoustic Test Summary & Recommendations for Floating Timber Floors

22 May 2019

TSB4-Q102 Sample Floor Acoustic Test Summary and Recommendations (R)

 Rod Smith
 SP40414
 C/- The Strata Collective
 Level 3, 3 Spring Street
 Sydney NSW 2000

Dear Rob,

SP40414 - 267 Castlereagh St, Sydney - Acoustic Test Summary & Recommendations for Floating Timber Floors

1. Introduction

It is our understanding that the Body Corporate of SP40414 has proposed to adopt an acoustic performance standard in it's special by-law for hard surface floors within residential lots. The intent of this special by-law is to permit residential owners to replace carpet with alternative coverings such as floating timber floors whilst protecting acoustic amenity of adjoining residential lots. The proposed standard is a 5 Star AAAC rating which require flooring coverings to achieve an in-situ impact sound isolation rating of $L'_{e,w}$ of no greater than 45. [Table 1](#) below outlines the AAAC in-situ performance rating and comparison to impact sound insulation requirement of current National Construction Code of Australia, Council Development Control Plans and other strata-managed residential buildings in Sydney.

Table 1: AAAC Star Impact Rating and Comparison to NCC, Council & Other Buildings

AAAC Star Rating	In-situ Acoustic Performance Requirement $L'_{e,w}$	NCC/Council DCPs/Other Building Strata Bylaws
2 Star	65	Approximately equal to NCC of Australia ($L'_{e,w}$ 62)
3 Star	55	City of Sydney Council and North Sydney Council DCP
4 Star	50	
5 Star	45	Bayside Council's DCP Blues Point Tower (SP125) in McMahons Point & Riviera Apartments (SP6484) in Chiswick.
6 Star (Max/mum)	40	Horizon Apartments (SP58068) in Darlinghurst

AAAC Star Rating	In-situ Acoustic Performance Requirement $L'_{i,w}$	NCC/Council DCP/Other Building Strata Bylaws
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Note: Lower value of $L'_{i,w}$ means higher impact isolation performance

Renzo Tobin and Associates was engaged by the SP40414 to undertake acoustic testing of samples of a typical engineered timber floor floating (loosely laid) over various acoustic underlays to determine floor system(s) that can achieve the proposed performance target in a typical apartment.

2. Methodology

The sample tests were conducted in living area of Unit 73 on Levels 24 on 17/05/2019. The original carpet and carpet underlay were removed in living area of Unit 73 (source room) to allow installation of 1m x 1m sample engineered timber (oak) floorboards and acoustic underlays, the transmitted impact sound pressure levels were measured in open-plan living/dining/kitchen area of Unit 68 immediately below on Level 23 in accordance with International Standard ISO 16283-2-2018 "Acoustics – Field measurement of sound insulation in buildings and of building elements – Part 2: Impact sound insulation"

The photograph below shows a typical sample floor setup in living area of Unit 73:



Figure 1: Typical Sample Floor Setup Test In Source Room (Unit 73)

The thickness of floor slab separating Levels 23 and 24 is minimum 190mm measured from the fire stairs. The ceiling finish in open-plan living/dining/kitchen area of Unit 68 (receiver room) is painted slab

soffit. It was observed that these apartments do not have plasterboard ceilings and all internal walls are brickwork or blockwork extending to the slab soffit.

3. Test Results & Recommendations

Table 2 below presents a summary of the sample floor test results and comparison to performance requirement of a 5 Star AAAC rating. Individual acoustic test certificates are attached to APPENDIX B.

Table 2: Sample Test Results and Comparison to 5 Star AAAC Rating

Test No.	Floor System	Measured Acoustic Performance ¹	Proposed Special bylaw: 5 Star AAAC Rating	Comply with 5 Star AAAC Rating ²	Reference Test Certificate
1	Bare 190mm concrete slab	$L'_{n,w} = 72$	N/A	N/A	Refer to APPENDIX B
2	Sample 1: 1m x 1m of 15mm Engineered Oak timber floorboards 1 layer of 4.5mm Regupol 4515 acoustic underlay loose laid over 190mm concrete slab	$L'_{n,w} = 54$	$L'_{n,w} \leq 45$	No	Refer to APPENDIX B
3	Sample 2: 1m x 1m of 15mm Engineered Oak timber floorboards 1 layer of 4mm Acoustica Angelstep 630 acoustic underlay loose laid over 190mm concrete slab	$L'_{n,w} = 52$	$L'_{n,w} \leq 45$	No	Refer to APPENDIX B
4	Sample 3: 1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood 2 layers of 4mm Acoustica Angelstep 630 acoustic underlay loose laid 1 layer of 12mm Acoustica Angelstep 12 loose laid over 190mm concrete slab	$L'_{n,w} = 44$	$L'_{n,w} \leq 45$	Yes	Refer to APPENDIX B
5	Sample 4: 1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood 1 layer of 8mm Acoustica Angelstep GOLD 8 acoustic underlay loose laid 1 layer of 12mm Acoustica Angelstep 12 loose laid over 190mm concrete slab	$L'_{n,w} = 47$	$L'_{n,w} \leq 45$	No	Refer to APPENDIX B
6	Sample 5: 1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood 1 layer of 8mm Acoustica Angelstep GOLD 8 acoustic underlay loose laid 1 layer of 4mm Acoustica Angelstep 630 acoustic underlay loose laid 1 layer of 12mm Acoustica Angelstep 12 loose laid over 190mm concrete slab	$L'_{n,w} = 44$	$L'_{n,w} \leq 45$	Yes	Refer to APPENDIX B

Test No.	Floor System	Measured Acoustic Performance ¹	Proposed Special bylaw: 5 Star AAAC Rating	Comply with 5 Star AAAC Rating?	Reference Test Certificate
7	Sample 6: 1m x 1m of 15mm Engineered Oak timber floorboards 1 layer of 8/16mm Regupol E48 acoustic underlay loose laid over 100mm concrete slab	$L'_{n,w} = 52$	$L'_{n,w} \leq 45$	No	Refer to APPENDIX B
8	Sample 7: 1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood 1 layer of 8/16mm Regupol E48 acoustic underlay loose laid 1 layer of 4.5mm Regupol 4515 acoustic underlay loose laid over 100mm concrete slab	$L'_{n,w} = 58$	$L'_{n,w} \leq 45$	No	Refer to APPENDIX B

Notes:

1. Sample floor test results are indicative only, acoustic performance of completed system may vary.

Based on the results of the sample floor tests in Unit 73 we recommend the combination of Acoustica Angelstep underlays from Samples 3 and 5 to be install underneath floating engineered or laminated timber floorboards to achieve compliance with the proposed 5 Star AAAC rating. Acoustic specification for installation of timber floor utilising Samples 3 & 5 acoustic substrates are provided in **APPENDIX A**

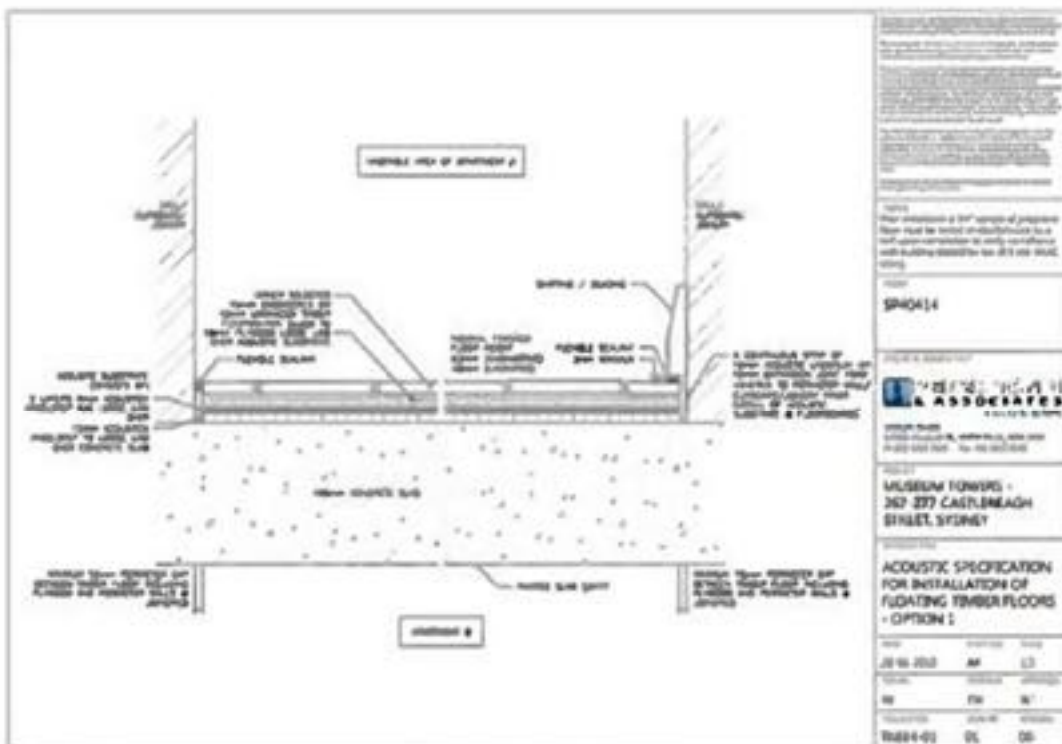
The impact isolation ratings obtained from sample floor tests are indicative of a typical system, therefore we recommended all proposed timber floors within subject building utilising Sample 3 or Sample 5 acoustic substrate to be verified in-situ by means of conducting a floor impact test on a minimum 1m x 1m sample of the proposed system followed by a final compliance test upon completion of the floor.

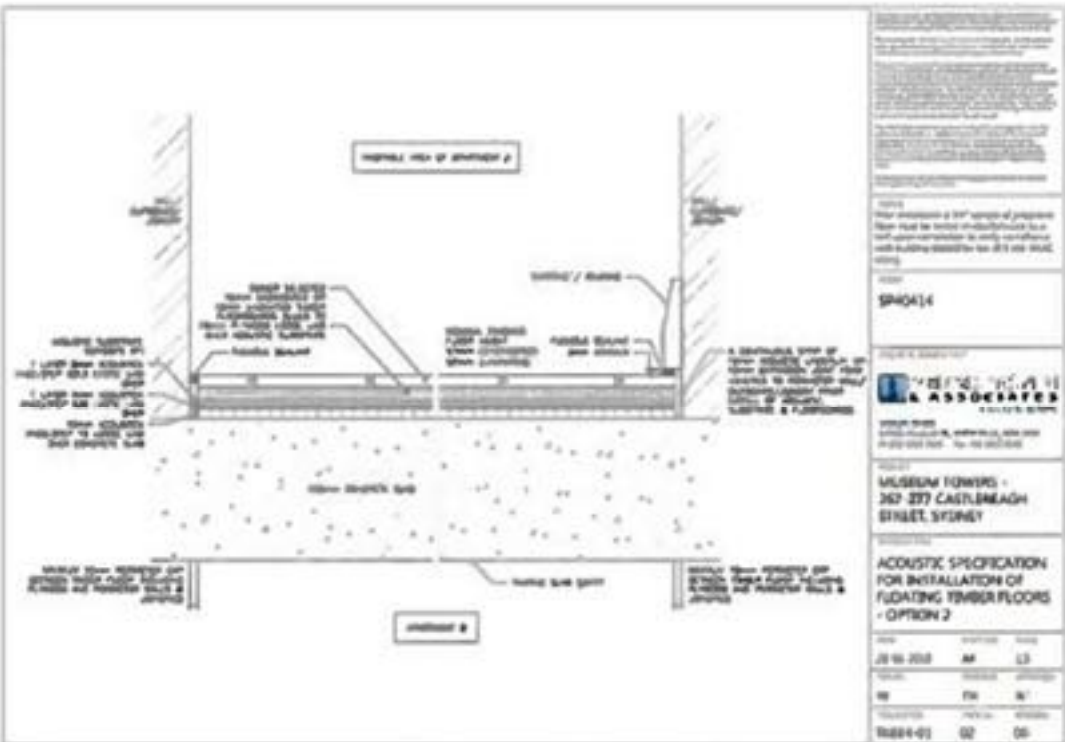
Regards,



Tony Wong
Principal Engineer
Tony.Wong@renzotohns.com.au

APPENDIX A Floating Timber Floors Acoustic Specification





APPENDIX B *Acoustic Test Certificates*

SP4014
T0864-0702 SAMPLE FLOOR ACOUSTIC TEST SUMMARY AND
RECOMMENDATIONS (B3)

8

SP4014 - 217 CASLERSAGH ST, SYDNEY
ACOUSTIC TEST SUMMARY & RECOMMENDATIONS FOR FLOATING
TIMBER FLOORS



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

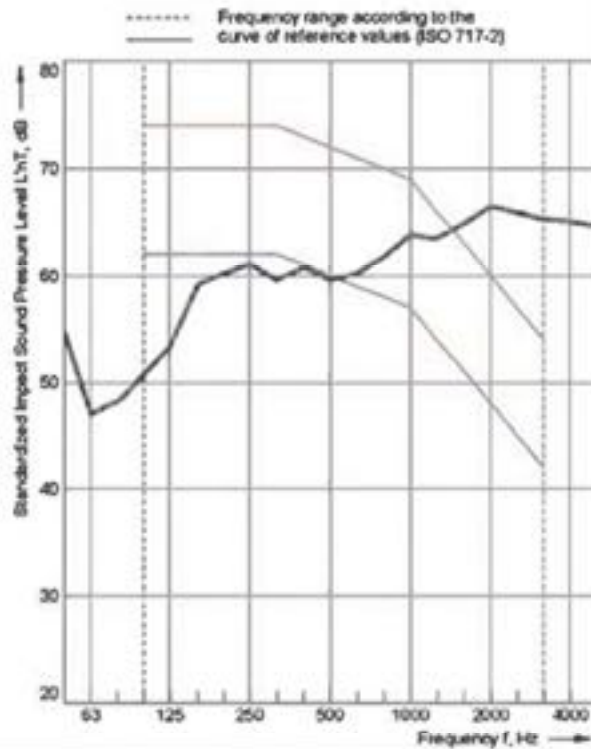
Floor Finish in Unit 73 Living, Level 24:
Bare 190mm concrete slab

Ceiling Finish in Unit 68 Living/Dining/Kitchen, Level 23:
Painted slab soffit

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	54.6 B
63	47.0
80	48.2
100	50.7
125	53.3
160	58.2
200	60.2
250	61.1
315	59.6
400	60.8
500	59.6
630	60.2
800	61.8
1000	63.8
1250	63.5
1600	64.9
2000	66.5
2500	65.9
3150	65.3
4000	65.7
5000	64.6

B: L'nT = C value shown



Rating according to ISO 717-2

$$L'_{nT, R}(C_i) = 72 (-13) \text{ dB}$$

$$C_{L50,2500} = +13 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 20/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

Sample 1:

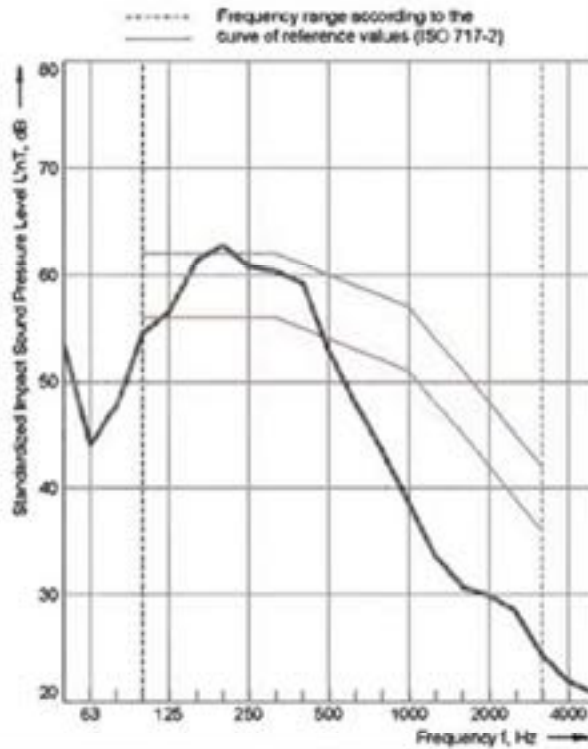
1m x 1m of 15mm Engineered Oak timber floorboards

1 layer of 4.5mm Regupol 4515 acoustic underlay loose laid over 100mm concrete slab.

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	53.5 B
63	44.0
80	47.8
100	54.5
125	56.5
160	61.4
200	62.8
250	60.8
315	60.4
400	59.2
500	52.9
630	47.9
800	43.3
1000	38.5
1250	33.7
1600	30.7
2000	29.9
2500	28.5
3150	24.4
4000	21.3
5000	20.8

B: L'nT =< value shown



Rating according to ISO 717-2

$$L'_{nT,w}(G_i) = 54 (0) \text{ dB}$$

$$C_{L_{50/2500}} = 0 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 20/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

Sample 2:

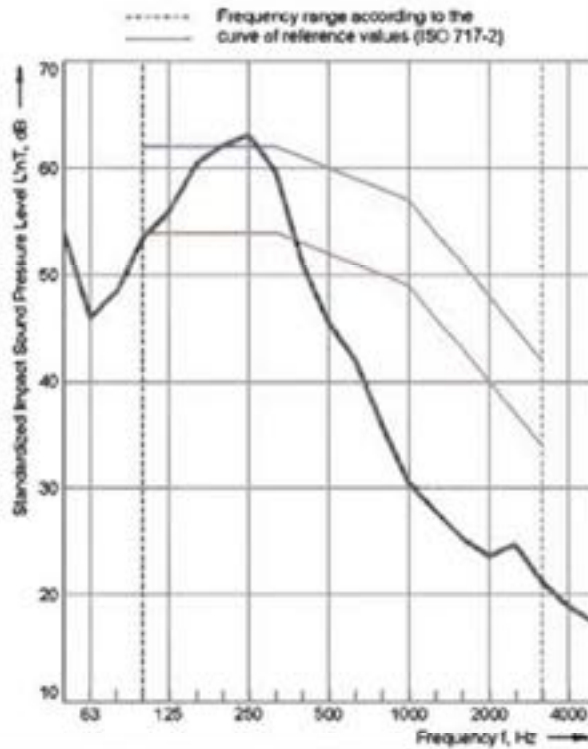
1m x 1m of 15mm Engineered Oak timber floorboards

1 layer of 4mm Acoustica Angelslep 630 acoustic underlay loose laid over 190mm concrete slab

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	54.0 B
63	46.0
80	46.5
100	53.4
125	55.9
160	60.5
200	62.1
250	63.1
315	59.7
400	50.9
500	46.5
630	42.0
800	35.6
1000	30.4 B
1250	27.9 B
1600	25.2 B
2000	23.6
2500	24.7
3150	21.2
4000	18.1
5000	17.4

B: L'nT =< value shown



Rating according to ISO 717-2

$$L'_{nT,w}(C_1) = 52 (1) \text{ dB}$$

$$C_{1,0.02500} = 1 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 21/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

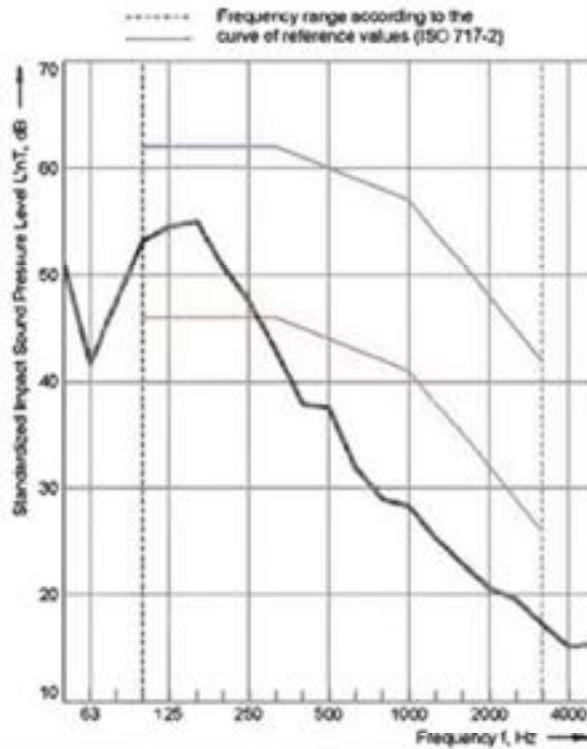
Sample 3:

1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood
2 layers of 4mm Acoustica Angelstep 630 acoustic underlay loose laid
1 layer of 12mm Acoustica Angelstep 12 loose laid over 190mm concrete slab

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	51.1 B
63	41.7
80	47.7
100	53.2
125	54.5
160	55.0
200	50.8
250	47.6
315	43.0
400	37.8 B
500	37.5
630	31.9
800	28.9
1000	26.3 B
1250	25.4 B
1600	22.8 B
2000	20.8 B
2500	19.5 B
3150	17.3 B
4000	15.2 B
5000	15.4

B: L'nT =< value shown



Rating according to ISO 717-2

$$L'_{st,w}(C_i) = 44 (1) \text{ dB}$$

$$C_{L_{50/2500}} = 2 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 22/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

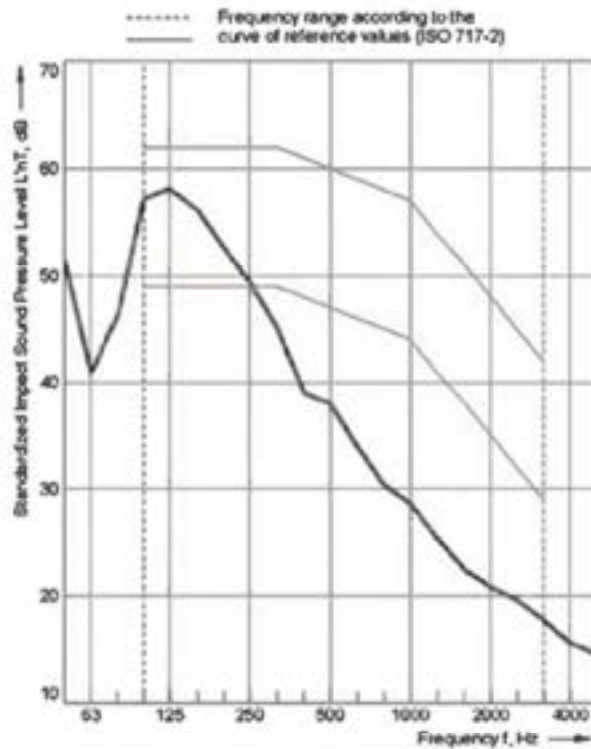
Sample 4:

1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood
1 layer of 8mm Acoustica Angelstep GOLD 8 acoustic underlay loose laid
1 layer of 12mm Acoustica Angelstep 12 loose laid over 100mm concrete slab

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	51.4 B
63	40.9 B
80	46.3
100	57.2
125	58.1
160	56.1
200	52.6
250	49.4
315	45.2
400	39.0
500	38.0
630	34.0
800	30.3
1000	28.5 B
1250	25.5 B
1600	22.4 B
2000	20.8 B
2500	19.5 B
3150	17.7 B
4000	15.7
5000	14.5 B

B: L'nT = < value shown



Rating according to ISO 717-2

$$L'_{nT,R}(C_1) = 47 (-1) \text{ dB}$$

$$C_{L50,2500} = 1 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 22/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

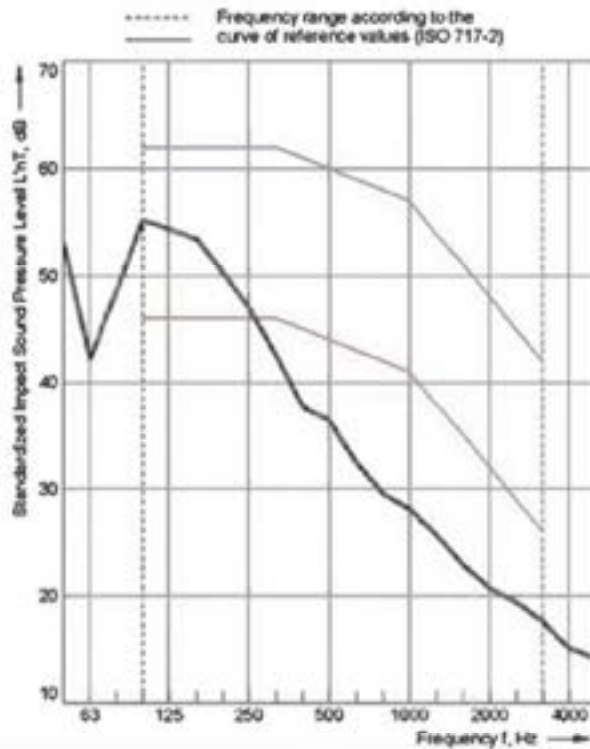
Sample 5:

1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood
1 layer of 8mm Acoustica Angelstep GOLD 8 acoustic underlay loose laid
1 layer of 4mm Acoustica Angelstep 630 acoustic underlay loose laid
1 layer of 12mm Acoustica Angelstep 12 loose laid over 190mm concrete slab

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	53.0 B
63	42.2
80	48.7
100	55.2
125	54.4
160	53.4
200	50.3
250	47.0
315	42.6
400	37.5 B
500	36.4 B
630	32.5
800	29.5
1000	28.1 B
1250	25.8 B
1600	22.8 B
2000	20.7 B
2500	19.4 B
3150	17.5 B
4000	15.1 B
5000	14.2 B

B: L'nT = < value shown



Rating according to ISO 717-2

$$L'_{nT,R}(C_1) = 44 (-1) \text{ dB}$$

$$C_{L50,2500} = 2 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 22/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

Sample 6:

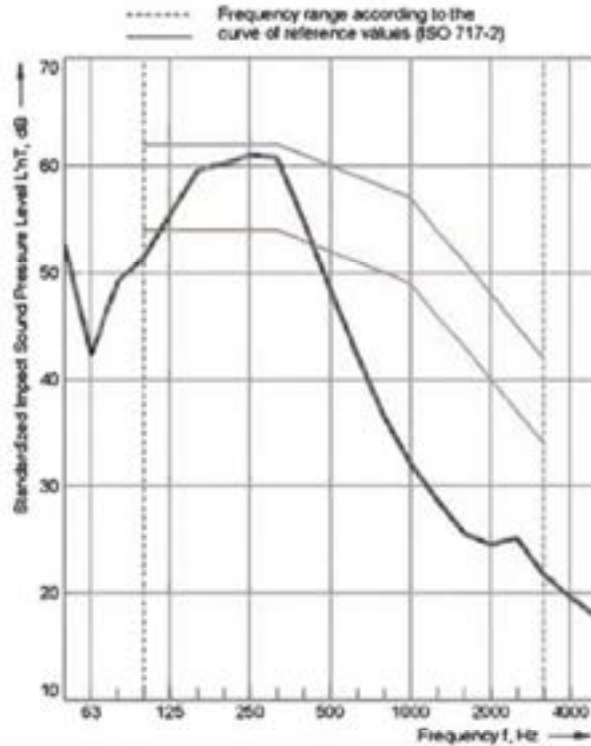
1m x 1m of 15mm Engineered Oak timber floorboards

1 layer of 84mm Regupol E46 acoustic underlay loose laid over 100mm concrete slab

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	52.6 B
63	42.3
80	49.2
100	51.4
125	55.4
160	59.6
200	60.2
250	61.0
315	60.8
400	54.7
500	48.5
630	42.4
800	36.4
1000	32.1
1250	28.8 B
1600	25.5 B
2000	24.5
2500	25.1
3150	21.7
4000	18.6
5000	17.8

B: L'nT = C value shown



Rating according to ISO 717-2

$$L'_{nT,w}(C_i) = 52 \text{ (B) dB}$$

$$C_{L50,2500} = 0 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 23/05/2019

Signature:



Standardized Impact Sound Pressure Level according to ISO 140-7
Field measurements of impact sound insulation of floors

Client: SP40414

Date of test: 17/05/2019

Description and identification of the building construction and test arrangement:

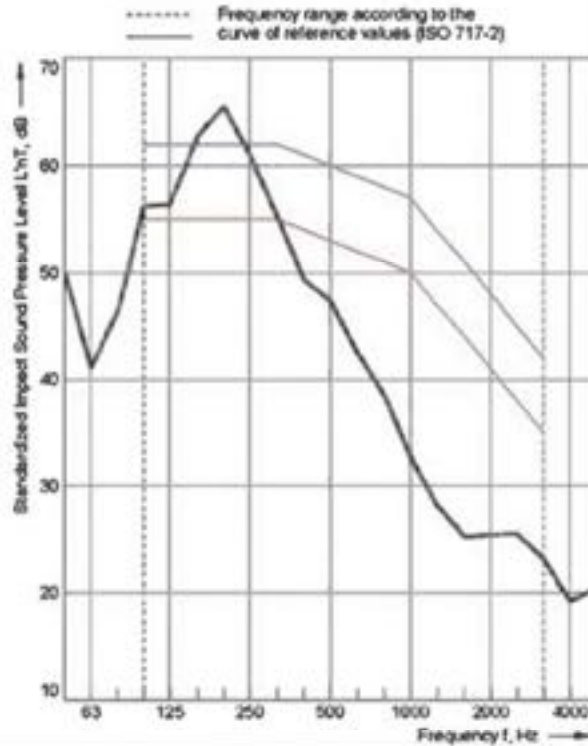
Sample 7:

1m x 1m of 15mm Engineered Oak timber floorboards adhered to 18mm plywood
1 layer of 84mm Regupol E40 acoustic underlay loose laid
1 layer of 4.5mm Regupol 4515 acoustic underlay loose laid over 190mm concrete slab

Receiving room volume V: 87.70 m³

Frequency f Hz	L'nT 1/3 Octave dB
50	50.0 B
63	41.1 B
80	46.4
100	56.2
125	56.4
160	62.8
200	65.5
250	61.0
315	55.4
400	49.3
500	47.4
630	42.6
800	38.5
1000	32.7
1250	28.3 B
1600	25.2 B
2000	25.4
2500	25.5
3150	23.2
4000	18.2
5000	20.3

B: L'nT = C value shown



Rating according to ISO 717-2

$$L'_{nT, R}(C_i) = 53 (-1) \text{ dB}$$

$$C_{L50,2500} = 1 \text{ dB}$$

Evaluation based on field measurement results obtained in one-third-octave bands by an engineering method

No. of test report:

Name of test institute: Renzo Tonin & Associates

Date: 22/05/2019

Signature:

CATEGORY 2. Common Rights by-laws

2.0 DEFINITIONS

1.1 In these By-laws:

- (a) "Act" means the *Strata Schemes Management Act 2015* as amended from time to time;
- (b) "Bin" includes any receptacle for Waste, and expressly includes garbage chutes;
- (c) "Building" means the building in the strata scheme in which your lot is located;
- (d) "Balcony" means any balcony in the building including a balcony that forms part of a Lot or a balcony that forms part of the common property that is adjacent to and used in conjunction with a Lot;
- (e) "Barbecue" means electric, fuel fired or gas barbecue or other device used for cooking including without limitation any butane burner cooktops or camp stoves or other similar devices, or any open fires;
- (f) "Building Manager" means the person or corporation appointed as a building manager under section 67 of the *Strata Schemes Management Act 2015* or the onsite manager or some other person appointed for the purpose by the owners corporation.
- (g) "Bulky Good(s)" means any large furniture or any large object, including large household items. Bulky Goods does not include or mean small furniture or equipment such as single chairs, small furniture items, food or drink.
- (h) "Commercial Lot" means each of Lots 132 to 151 (inclusive) in the Strata Scheme and **Commercial Lots** means all of them.
- (i) "Committee" means the strata committee elected by the Owners Corporation from time to time;
- (j) "Common Property" means any part of the strata parcel that is not comprised in a Lot;
- (k) "Costs" means all professional and trade costs/fees/disbursements/expenses incurred or associated with any damage caused to property or injury to person sustained as a result of a breach of this by-law and includes Enforcement Costs;
- (l) "Council" means City of Sydney Council;
- (m) "Good(s)" means an item or items of personal property owned or used by an Owner or Occupier.
- (n) "Invitee" means a person on the Common Property with the consent, express or implied, of an Owner, Occupier or the Owners Corporation.
- (o) "Lift" means the common property lift.
- (p) "Lot" means a lot in strata scheme 40414.

- (q) **"Occupier"** means the legal occupier of a Lot from time to time, including a tenant occupying the Lot pursuant to the terms of a residential tenancy agreement;
- (r) **"Owner"** means the owner for the time being of the Lot (being the current owner and all successors);
- (s) **"Owners Corporation"** means the owners corporation created by the registration of strata plan registration no. 40414.
- (t) **"Premises"** means included but not limited to any and all parts of;
 - a Lot;
 - other lots in the building; and
 - the Common Property.
- (u) **"Property Agent"** means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;
- (v) **"Residential Premises"** means Lots 1-120 (inclusive) in the Strata Scheme which comprise a residence.
- (w) **"Security Card"** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate lifts, alarms and security systems on the common property;
- (x) **"Strata Manager"** means the person appointed by the Owners Corporation as its strata managing agent under Section 27 of the Act.
- (y) **"Strata Scheme"** means the strata scheme to which this by-law applies.
- (z) **"Visitor"** means any person, invitee, guest, and lodger invited, allowed to, assisted to or otherwise by an Owner or Occupier, to enter the Premises at any time.

1.2 Interpretations

Unless a contrary intention appears, a reference in these by-laws to:

- a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;
- b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- c) the word "you" means an Owner or Occupier
- d) a document (including the by-laws) includes any amendment, addition or replacement of it;
- e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;

- f) the word person includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- g) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- h) the singular includes the plural and vice versa; and
- i) the words include or including are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- j) a reference to any thing includes a part of that thing; and
- k) if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect;

2.1. ENCLOSURE OF CAR SPACES

1. To repeal Special By-Law 2;
2. Notwithstanding the repeal of Special By-Law 2, the owner of the car spaces currently part of Lot 134 shall be entitled to continue enclosing the car spaces as long as the owner continues to be Meriton Properties Pty Ltd; and
3. Should Meriton Properties Pty Ltd cease to be the owner of the car spaces, Meriton Properties Pty Ltd shall immediately remove the enclosure of the car space at its own cost and make good any damage caused by its removal.

2.2. TRANSFORMATION OF 8TH FLOOR LOUNGE AREA INTO TABLE TENNIS ROOM

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other by-laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) Removal and disposal of redundant items of furniture from the 8th Floor Lounge Area;
- (b) The purchase and install a table tennis table and net;
- (c) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (b).

2.3. AUTHORISE THE OWNER OF LOT 5 TO ADD TO, ALTER AND ERECT NEW STRUCTURES ON THE COMMON PROPERTY AND EXCLUSIVE USE

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) Contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) Insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) Workers compensation insurance as required by law.

- (c) **Lot** means lot 5 in strata scheme 40414
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owner's corporation created by the registration of strata plan registration no. 40414.
- (f) **Works** means all building works and all related services supplied to effect the works as set out in the scope of works, structural engineers report prepared by Northern Beaches Consulting dated 13 December 2018, floor plan and acoustic specifications prepared by MSD attached to this by-law at Annexure "A."
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other genders;
- (c) Any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) References to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

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

PART 3 - CONDITIONS

PART 3.1- Before commencement

- 3.1 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) if required, provide a complete copy of the development application to the Owners Corporation to their written consent;
 - (c) if required, provide a complete copy of the construction certificate application to the

Owners Corporation to provide their written consent;

- (d) if required, provide a final copy of the construction certificate plans stamped by council or the private certifier (as applicable) to the Owners Corporation;
- (e) effect and maintain insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- (f) if required, provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring; and
- (g) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

PART 3.2 - During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 6 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 reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator .
- (j) ensure that the Works do not interfere with or damage the common property or the

property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and

- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After construction

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

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

PART 3.4 - Enduring rights and obligations

3.4 The Owner:

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

Annexure "A" - Scope of Works - 5/SP40414

- Removal of fixtures and fittings in the kitchen including sinks, cabinetry and bench tops;
- Installation of new fixtures and fittings in the kitchen including sinks, cabinetry and bench tops;
- Removal of wall tiles in the kitchen and installation of new wall tiles;
- Removal of water proofing membranes, floor and wall tiles in the guest bath, ensuite and laundry and installation of new waterproofing membranes floor and wall tiles;
- Removal of fixtures and fittings in the guest bath and ensuite including sinks, toilets, vanities and baths;
- Installation of new fixtures and fittings in the bathroom and ensuite including sinks, toilets, vanities, showers and exhaust vents in windows;
- Removal of fixtures and fittings in the laundry including the sink and cabinetry;
- Installation of new fixtures and fittings in the laundry including the sink and cabinetry;
- Removal of carpet and floor tiles throughout the Lot (except wet areas) and installation of new acoustic underlay and timber flooring;
- Installation of new split system air- conditioners in the master bedroom, bedroom 2 and the living room with the external condenser units to be located on the balcony and courtyard;
- Reconfiguration of internal doorways and walls in accordance with the structural engineers report prepared by Northern Beaches Consulting dated 13 December 2018 and the plan attached to this by-law at Annexure "A"
- Removal of the sliding door on the balcony and installation of new stackable folding door system;
- Removal of floor tiles on the balcony and installation of new waterproofing membranes and floor tiles or timber decking;
- Rendering, painting or affixing timber to the balcony wall;
- Painting the balcony ceiling;
- Extending the glass balustrade on the balcony;
- Removal of the external lighting and installation of new lighting;
- Reconfiguration of power outlets, light fittings, tap ware, waste pipes and electrical connections throughout the Lot; and
- All associated plumbing and electrical connections,

With all externally visible works having an appearance in keeping with the rest of the scheme.



Date: 13th December, 2018 Job No. 181140
Client: MI Designer Styling Engineer: David Hunter

Site: Unit 5/267 Castlereagh Street, Sydney

Preamble

At the request of Lucy Ward, David Hunter of Northern Beaches Consulting Engineers Pty carried out a site inspection at the above property on the 7th November, 2018. The purpose of the visit was to inspect and comment on the capacity of the existing structure to support the proposed removal of brickwork masonry walls. The walls to be removed are detailed in the supplied architectural drawings prepared by MI Designer Styling dated 12th December, 2018.

Assessment

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the building. The multi storey building is constructed as a concrete framed structure (concrete floor slabs and concrete columns with infill brickwork walls. The brickwork walls are non-load bearing but do provide lateral bracing to the structure.

The proposed walls to be removed are non-load bearing. The works are not expected to adversely affect the buildings overall structural integrity.

Notes on Works

The following notes shall be complied with:

- The existing slab over is to be temporarily propped while the walls are removed.
- Care shall be taken to reduce the amount of vibration at the demolition phase of the project.
- Where walls are to be removed, the render shall be removed prior to any cutting to verify that the walls are indeed brickwork. Should the sections to be removed be concrete, the contractor shall immediately cease work and contact the engineer.
- This certification does not cover any defects or variations to the structure that were not included for assessment at the time of inspection.
- In the event that defects or variations are uncovered during or after construction the engineer should be notified. Additional inspection and specification for remedial works will be carried out at hourly rates.
- The procedure above in no way relieves the builder of their usual construction obligations.
- If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Yours sincerely

NORTHERN BEACHES CONSULTING ENGINEERS P/L

David Hunter
BE MBEAust CPEng NER
Northern Beaches Consulting Engineers Pty Ltd

Northern Beaches Consulting Engineers Pty Ltd Structural Civil & Mechanical Engineers ACN 126 121 895 ABN 24 626 171 818

Sydney: Suite 201, 30 Fettes 13a Dowd Rd NSW 2060 Ph (02) 9584 7000 Email: info@nbcengineering.com.au
Gold Coast: Unit 8, 1728 Orca Coast Highway, Burleigh Heads QLD 4225 Ph (07) 5624 4744

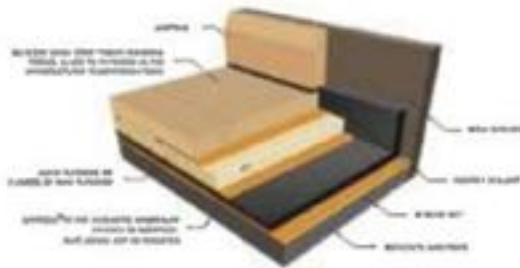




Appendix A

Example of how Uniroll could be applied in Unit #5

Early Timber Flooring System



UNIROLL RT100 Flooring System

Note: The above illustration depicts a cross-section of the floor assembly. It is not intended to be used as a guide for the installation of the Uniroll RT100 flooring system.

- Sub-floor preparation to AS 1561-1985 and free of all contaminants
- Uniroll RT100 adheres to the substrate with a bond that allows it
- 12mm or 2 layers of 12mm Gyp board adhere to the Uniroll RT100 Assembly Underlay
- Wood Joist bearing on top of the gyp board

Note: The above illustration is a cross-section of the floor assembly. It is not intended to be used as a guide for the installation of the Uniroll RT100 flooring system.

2.4. WORKS FOR LOT 13

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

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 267-277 Castlereagh Street, Sydney NSW 2000.
- d.) Insurance means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the Home Building Act 1989 (if any); and
 - (iii) workers' compensation insurance.
- e.) Lot means lot 13 in strata plan 40414;
- f.) Owner mean(s) the owner(s) of the Lot.
- g.) Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
- h.) Renovating the Lot in accordance with the following scope of works

Scope of Works Unit 13 – Renovation

- Supply/Install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works

- Supply/Install new kitchen doors and panels (8.5 lineal metres of kitchen joinery up to 2250mm with a bulk head to ceiling and 5 x soft close drawers and all soft close doors)
- Caesar Stone bench top
- Supply/Install new sink and mixer
- Install new oven, cooktop and range-hood
- Install new tiles to kitchen floor
- Install Caesar Stone to kitchen splash back

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Supply/Install 2 x new LED down lights
- Supply/Install new vanity
- Supply/Install new basin and mixer
- Supply/Install new shower taps and spout
- Supply/Install new frameless fixed glass panel shower screen
- Supply/Install new toilet
- Supply/Install new bath
- Supply/Install new fixed mirror (to suit length of vanity)

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply/Install new waterproof membrane
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Supply/Install 2 x new LED downlights off existing switch location
- Supply/Install 1 x new GPO to vanity wall
- Supply/Install new vanity, taps and spout/or mixer
- Supply/Install new shower taps and spout
- Supply/Install new semi frameless shower screen
- Supply/Install new toilet
- Supply/Install new fixed mirror (to suit length of vanity)

Laundry

- Remove and Dispose of laundry tub
- Remove and Dispose of existing taps and fittings
- Remove and Dispose of existing floor and skirting tiles to Laundry
- Supply/Install new waterproof membrane
- Install new floor tiles and skirting tiles
- Supply/Install new laundry tub with taps and spout
- Supply/Install new washing machine taps

- Remove trade related rubbish and clean site
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

2.2 Interpretation

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

- a.) the singular includes the plural and vice versa;
- b.) any gender includes the other genders;
- c.) any terms in the by-law will have the same meaning as those defined in the Act;
- d.) references to legislation include references to amending and replacing legislation
- e.) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- f.) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- g.) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires 1 flanges, valves 1 ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

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(s) 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;
- d.) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e.) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 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 works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c.) ensure the installation is carried out expeditiously and with a minimum of disruption;
- d.) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e.) carry out the installation between the hours of 7:00am and 7:00pm Monday Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f.) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the owners corporation;
- g.) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h.) 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;
- i.) ensure that the installation 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;
- j.) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k.) not vary the Works without first obtaining the consent in writing of the owners corporation
- l.) have a new condenser unit (external) that:
 - I. Is mounted on vibration pads in a location so to minimise noise and vibration;
 - II. Is installed unobtrusively in a location as approved by the Owners Corporation;
 - III. Has an acceptable sound rating as specified by the Owners Corporation in writing;
 - IV. Has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.

3.3 After installation of the Works

3.3.1 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 indicate completion of the Works;
- d.) provide (if required) 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;
- 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; and
- f.) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with 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 (f) immediately above have been complied with.

3.4 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.) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c.) properly maintain and upkeep those parts of the common property in contact with the Work
- d.) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property
- e.) indemnify and keep indemnified the 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
- f.) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 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.) by its agents, contractors or employees enter upon the Lot and 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;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 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.

2.5. WORKS FOR LOT 27

DEFINITIONS

1.1 In this By-Law, the following terms are defined to mean:

- a.) **Lot** means Lot 27 in Strata Plan No. 40414
- b.) **Owner** means the owner from time to time of the lot.
- c.) **Strata Scheme** means Strata Scheme 40414.
- d.) **Works** means works undertaken by the Owner to the Lot and common property as outlined in the Scope of Works attached to this by-law.

1.2 Words importing the singular include the plural and vice versa.

1.3 Words defined in the Strata Schemes Management Act 2015 (Act) have the meaning given to them in the Act unless the context indicates otherwise.

1.4 Including and variations of that word are not intended to be terms of limitation.

RIGHTS

Subject to the conditions of this By-Law and notwithstanding anything contained in any by-law applying to the Strata Scheme:

- 2.1 The Owner will have a special privilege to carry out the Works at the Owner's expense; and
- 2.2 The Owner will have the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works.

CONDITIONS

Documentation

3.1 Where requested by the owners corporation, the Owner must submit to the owners corporation the following documentation with respect to the Works:

- a.) details of any materials, style, design or colour schemes affecting the exterior of the Lot; and
- b.) details of any new or replacement flooring, insulation materials and waterproofing considerations (as may be required).

Performance of Works

- 3.2 The Works shall be done in a proper and workmanlike manner and, where relevant in compliance with the Building Code of Australia and any applicable Australian Standards.

Maintenance

The Owner Must:

- 3.3 properly maintain and keep the Works and the common property to which they are attached in a state of good and serviceable repair, and
- 3.4 ensure that the Works do not cause water escape or water penetration to any lot or common property.

Owner's Fixtures

- 3.5 The Works shall remain the Owner's fixtures.

Liability

- 3.6 The Owner is liable for any damage caused to any part of the common property, any other lot or property (including the Lot) as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

- 3.7 The Owner must indemnify the owner's 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 but only to the extent caused or contributed to by the Owner.

Right to Remedy Default

- 3.8 If the Owner fails to comply with any obligation under this By-Law, then the owner's corporation may:
- a.) Request, in writing that the Owner comply with the obligation;
 - b.) Without prejudice to any other rights, enter the Lot to carry out any work necessary to comply with the obligation; and
 - c.) Recover from the Owner the costs of carrying out work referred to in this paragraph.

ATTACHMENT A – SCOPE OF WORKS

Kitchen: new benchtop and door.

Bathroom: demolish old tiles and facilities; waterproofing; tiling; install new tiles and facilities.

Lay laminate floor.

Install sliding mirror doors to wardrobes (2).

Replace damaged door.

Replace door handles.

Painting.



DATA SHEET

Effective February 1, 2013

Product Overview

"Deemed to satisfy" the requirements of the Building Code of Australia

AcoustaMat acoustic underlay products have been individually tested at the CSIRO Laboratory in Melbourne in accordance with the requirements of ISO 140-8 – Part 8: "Measurement for the reduction in transmitted impact noise by floor coverings on a standard floor". AcoustaMat complies with ISO 140-6 "Measurement of sound insulation in buildings and building elements – Part 6: Laboratory measurement of sound insulation of floors". All products were tested at the CSIRO which employed a 150mm concrete slab only at the time of testing.

The source and transfer from one level to another varies in accordance with each individual building construction. AcoustaMat products are specifically designed for the reduction of impact sound to suit both concrete and timber sub surfaces and has been specifically engineered to meet the acoustical requirements of specifiers for all common construction and installation methods.

AcoustaMat products are proven to suit to a wide range of finished flooring surfacing including rubber, timbers, laminates, bamboo, ceramics, vinyl, carpets and can be laid in wet areas when installed with a compatible waterproof membrane system.

The AcoustaMat 720 and 930 density cork/rubber products are recommended under floor types where extreme point loading (heavy objects) may be an issue e.g. for direct stick tile, parquetry and vinyl application. These product formulas contain 30% of a 4mm granulated cork to act as stabilising piers when heavy loads are applied. Permanent resilient elasticity at a recycled price ensure AcoustaMat it is the right choice for every application.

Benefits and Advantages

- Australian made
- Green star rated – Eco friendly (made from Australian recycled rubber)
- Designed for use with standard installation techniques.
- Suited to High Rise, multi storey town houses, commercial and domestic usage
- Suitable for loose lay and direct stick applications
- Can be used in conjunction with underfloor heating systems
- Outstanding compressive strength and load bearing capacity
- Limits floor to ceiling heights
- Has excellent temperature range capacity
- Resistant to mould and mildew
- Permanently resilient

Recommendation

AcoustaMat products are specifically designed for the reduction of impact sound. The source of transfer noise from one level to another varies in accordance with each individual building and A1 Rubber strongly recommends testing in situ by a registered Acoustic Engineer to establish suitability of purpose. To guarantee the performance of the proposed installation A1 Rubber offers free samples for testing purposes only.



Ugon 216 Pty Ltd ABN 79 002 002 trading as Soundblock Solutions
P.O. Box 810 Woolans NSW 1559
Tel: 61 2 9327 7410 • Fax: 61 2 9327 1077 • Mob: 0418 409 504
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DATA SHEET

Effective February 1, 2013

Specifications

AcoustaMat				
	700	720 Cork	850RG	930 Cork
Material	Polymerically bound black recycled rubber	Polymerically bound black recycled rubber and granulated cork	Polymerically bound black recycled rubber and re-grind rubber	Polymerically bound black recycled rubber and granulated cork
Appearance	Black	Beige and black	Black with multi-coloured flecks	Beige and black
Density	700kg/m ³	720kg/m ³	850kg/m ³	930kg/m ³
Thickness	5mm	3mm, 4mm, 5mm	3mm, 4mm, 5mm	3mm, 4mm, 5mm
Tolerance	Roll width - ± 1.5% Roll length - ± 1.5% Thickness - ± 1.0mm Density - ± 5.0%		VOC Emissions Certification Office Design IEQ-13 Office Interiors IEQ-11 Total Volatile Organic Compound emission rate 0.2mg/m ³ /hr (24 hours)	
Dimensions	1.2m wide with various roll length options			

Impact Sound Reduction - All systems conducted at CSIRO Laboratory on 150mm concrete slab

3mm plank vinyl @ min. thickness	ΔLw = 20dB
Vinyl	ΔLw = 22dB
Engineered timber/laminate floating/solid timber/plywood systems	ΔLw = 18 dB
Ceramic tiles	ΔLw = 18 dB
Carpet	ΔLw = 30 dB

Tests carried out by CSIRO to the EN ISO 140-8 standard

Physical Properties Range

Tear Resistance @ 5mm	Approx 3.1N/mm ² (ISO 4674.1-2003 (E))
Hardness (Shore A)	20.0 - 40.0 (ASTM D2240-2003)
Elongation at Break	20.0 - 37.6% (AS2001.2.3.2-2001)
Temperature Range	-25°C to 80°C

Applications

For high-rise units, multi-storey townhouses and homes. Suitable for new and old buildings requiring impact sound insulation for the installation of timber, laminate, carpet, plank vinyl/vinyl over Masonite or ceramic floors. Can be installed on timber and concrete sub-bases. Can be used in wet areas when installed in conjunction with a suitable waterproof membrane system.

Disclaimer

All testing was carried out to the manufacturer's specifications. All activities were applied to the manufacturer's specifications. All materials were cut (pne) and cut to cover the area required. These activities were carried out by the Commonwealth Scientific and Industrial Research Organisation (CSIRO) under strict laboratory conditions. The source and number of noise from one level to another varies in accordance with each building's building construction. The information provided is given as an example of the performance of A1 Rubber under sound insulation under test only. The results provided are not to be used as a guarantee for any specific application. All Rubber recommends testing in situ to determine the exact performance of these systems in your project by a registered acoustic engineer. All applications of these products are subject to our standard Terms and Conditions of Sale.

Document No. ACMRFE01-2013A

2.6. WORKS BY LOT 31

Rights

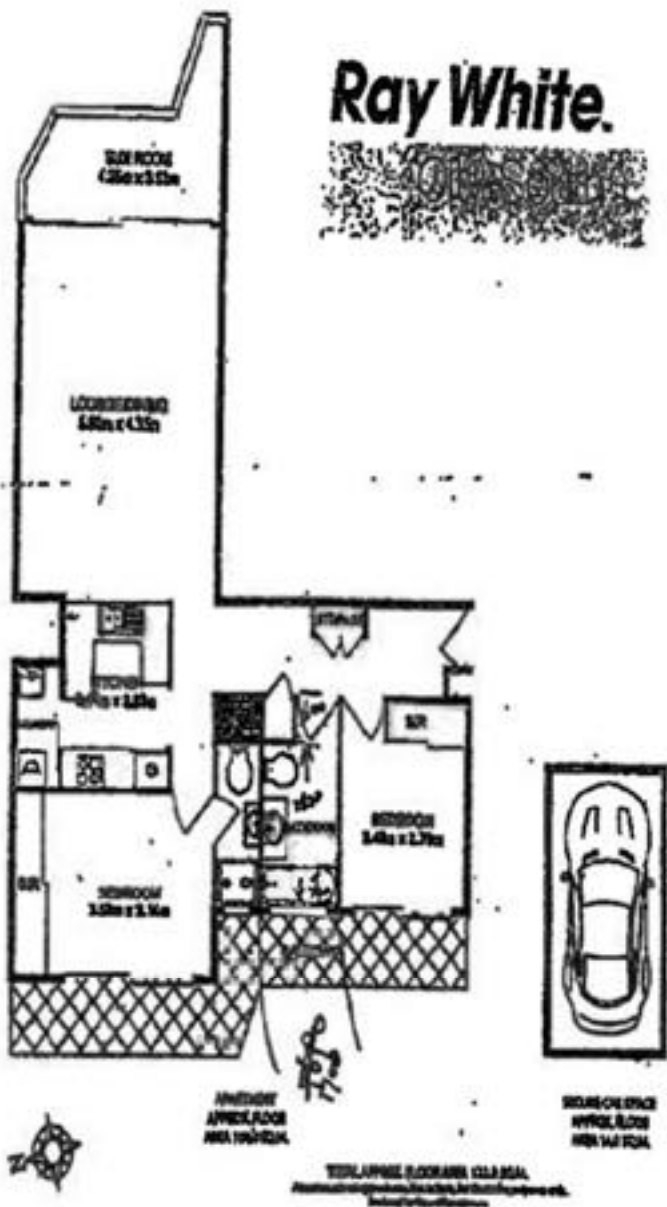
1. The owner under this by-law is the owner or owners of lot 31.
2. The Owner has the Special Privileges, subject to the following conditions and Owners Corporation's rights.
3. Special Privileges are the following rights:
 - a.) The right to carry out the works which include alterations and additions on the common property described in the following:
 - (i) Remove the current wall tiles & floor tiles, bathtub, vanity & shower screen of bathroom that attach to the common property
 - (ii) Does wall tiling & floor tiling for the bathroom;
 - (iii) Does bathtub, vanity & shower screen installation for the bathroom
 - b.) The right to keep the works on the common property.

Conditions

4. Before commencing the Works under this by-law, the owner must provide the required documents and obtain approval and insure the works;
5. The owner must provide any plans, drawings, approval and other documents reasonably required by the Owners Corporation and relevant to the Works which the Owners Corporation may require the Owner to submit to the Owners Corporation;
6. The Owner must acquire approval for the Works from all relevant statutory authorities and an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation);
7. The Owner must require the licensed contractors which does the works for the Owner to maintain all Works Insurance which includes but not limited to insurance required under the Home Building act 1989 if applicable, workers compensation insurance and public liability insurance in the amount of \$10,000,000.00 in the joint names of the Owner and Owners Corporation covering the Works;
8. The Owner must ensure the owner and the contractors do the following things when performing the Works:
 - 8.1 Perform the Works in accordance with the approved plans and drawings;
 - 8.2 Perform the Works in a proper and workmanlike manner
 - 8.3 Perform the works only with licensed contractors;
 - 8.4 Comply with the requirements of the Owners Corporation regarding the means and time to deal with rubbish, tools and traffic of the contractors;

- 8.5 Keep the noise of the Works as low as possible so as not to create unreasonable noise;
 - 8.6 Carry out the Works between 7am & 5pm Monday to Saturday (inclusive), excluding public holidays;
 - 8.7 Remove and clean all debris resulting from the Works immediately from the building and keep the affected areas of the building outside their lot clean and tidy throughout the performance of the Works;
 - 8.8 Comply with any requirement of the Owners Corporation to comply with any by-laws and any relevant statutory authority regarding the performance of the Works.
9. The Owner must keep the Owners Corporation indemnified against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property for all costs or liability of considering and making of this by-law or obtaining certification of the Works (if applicable) incurred by the Owners Corporation and will pay those amounts to the Owners Corporation upon request by the Owners Corporation; the Owner must immediately make good any damage caused to any part of the common property arising from the performance, maintenance and replacement of the Works to the common property.
 10. The Owner must meet all the reasonable expenses of the Owners Corporation in the making, preparation and enforcement of the by-law including but not limited to legal costs.

Ray White.



2.7. WORKS – LOT 39

PART 1

GRANT OF RIGHT AND BY-LAW TO PREVAIL

PART 1.1

GRANT OF RIGHT

The Owner has common property rights relating to the carrying out of the Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

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 are to prevail to the extent of the inconsistency.

PART 2

DEFINITIONS AND INTERPRETATION

PART 2.1

DEFINITIONS

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

- a) **Act** means the *Strata Schemes Management Act 2015*;
- b) **Authority** means any government, semi government, statutory, public or other authority have any jurisdiction over the Lot of the Building including the Council;
- c) **Building** means the building known as 'Museum Towers' situated at 267-277 Castlereagh Street, Sydney NSW 2220;
- d) **Council** means the City of Sydney;
- e) **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) for \$10,000,000;
 - ii. workers' compensation insurance; and
 - iii. insurance required under the *Home Building Act 1989* (if any).
- f) **Lot** means Lot 39 in Strata Plan 40414;
- g) **Owner** means the owner of the Lot;

- h) **Owners Corporation** means the owners corporation created by the registration of Strata Plan 40414;
- i) **Works** means the works set out in the attached scope of works in relation to the Owner's installation, repair, maintenance and replacement (if necessary) of the Lot's kitchen, bathroom and laundry and includes restoration of any lot, including the Lot, or the Common Property damaged by the Works, all of which are to be conducted strictly in accordance with the provisions of this by-law.

PART 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 have the same meaning as defined in the Act; and
- d) References to legislation include references to amending and replacing legislation;
- e) Reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- f) Reference to any Works include, where relevant, means the works which service or will service the Lot.

PART 3

CONDITIONS

PART 3.1

PRIOR TO WORKS COMMENCING

Before commencing the Works, the Owner must:

- a) obtain the necessary approvals/consents/permits, if any, from any relevant Authority and provide the Owners Corporation with a copy of any such approvals/consents/permits;
- b) provide the Owners Corporation with copies of the Insurance;
- c) provide the Owners Corporation with copies of any other document relating to the Works reasonably required by the Owners Corporation.

PART 3.2

CARRYING OUT THE WORKS

At all times during the carrying out of the Works, the Owner must:

- a) ensure the Works are carried out by suitably qualified and licensed persons to the satisfaction of the Owners Corporation and if appropriate the Council or other Authority;
- b) ensure the works are 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 Works are carried expeditiously and with a minimum of disruption to other lot owners, occupiers or adjoining property owners;
- d) ensure all electricity and other services relocated or used to carry out the Works are connected to the Lot's electricity supply;
- e) ensure no damage is caused to services or pipes within the Building;
- f) take all reasonable precautions to ensure that no damage is caused to the Common Property or any other lot in the Building;
- g) transport all construction materials, equipment and debris in the manner required by this by-law and as otherwise reasonably directed by the Owners Corporation;
- h) protect all affected areas of the Building/Common Property from damage resulting from the Works or the transportation of construction materials, equipment or debris in the manner reasonably acceptable to the Owners Corporation;
- i) keep all areas of the Building outside of the Lot dean and tidy throughout the performance of the Works and Immediately remove all debris from the Building;
- j) repair any damage caused to the Common Property or other any lot in the Building as a result of the Works;
- k) carry out the Works in a manner that complies with all warranties and does not void any warranties or insurance in relation to the Building or any part of the Building;
- l) ensure that the Works are carried out between 7am to 7pm, Monday to Friday, 7am to 5pm, Saturday or such other times approved by the Owners Corporation;
- m) carry out the Works within 12 months of the date the Works commence or such other time period approved by the Owners Corporation;
- n) not vary the Works approved under this by law without first obtaining the consent of the Owners Corporation,

PART 3.3

AFTER COMPLETION OF WORKS

- a) After the completion of the Works, the Owner must without reasonable delay;
 - i. Notify the Owners Corporation that the Works have been completed;
 - ii. Notify the Owners Corporation that all damage, if any, to any lot or the Common Property caused by the Works and not permitted by this by-law has been rectified;
 - iii. Provide the Owners Corporation with any certificate or certification of any Authority approving the Works;
 - iv. Provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation acting reasonably the Works, including where required to rectify damage to any lot or the Common Property, have been completed in accordance with this by-law; and
 - v. Provide the Owners Corporation's representative on access to the Lot within 48 hours of any request by the Owners Corporation to assess compliance with this by-law.
- b) The Owners Corporations' right to access the Lot under this by-law expires once the Owners Corporation is satisfied, acting reasonably, that the Owner has complied with Part 3.3(a) of this by-law.

PART 3.4

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 or permitted under the Act);
- (b) not vary the Works, except as permitted under this by-law, without the prior approval of the Owners Corporation;
- (c) at the Owner's expense, from time to time properly maintain and keep;
- (d) the area to which the Works have been effected, created or attached, in a state of good and serviceable repair; and
- (e) keep the Works in a state of good and serviceable repair and as reasonably required must replace the Works from time to time to preserve the integrity of the Building;
- (f) ensure that the Works and their use do not contravene any requirements of any Authority and comply with all directions, orders and requirements of any Authority in relation to the Works;
- (g) maintain and upkeep those parts of the Common Property which are in contact with the Works;
- (h) remain liable for any damage caused to the Common Property or any lot (including the Lot) arising out of or in connection to the Works or the Owner's use of the Works and will make good any such damage as soon as reasonably practicable after becoming aware of the damage;

- (i) to the extent permitted by law, indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including the installation, repair, maintenance, replacement, removal or use of the Works; and
- (j) pay all costs and expenses, including the reasonable costs and expenses of the Owners Corporation, in relation to this by-law and the Works.

PART 3.5

FAILURE TO COMPLY WITH BY-LAW

- (a) If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation must advise the Owner of that failure,
- (b) If such failure is not remedied by the Owner within 28 days, the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so the Owners Corporation has the right to:
 - i. Carry out all work necessary to perform the obligation;
 - ii. Enter the Lot to carry out such work;
 - iii. Recover the costs of such work from the Owner as a debt due; and
 - iv. Recover from the Owner any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order arising out of or in connection to the Works.

PART 3.6

OWNERSHIP OF WORKS

The Works will remain the property of the Owner,

PART 3.7

APPLICABILITY

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

SCHEDULE OF WORKS

A. Kitchen / Laundry

- Remove and dispose of existing kitchen including cooktop, oven, range-hood
- Remove brick cupboard behind entrance door
- Rebuild new wall behind entrance door
- Make good render to walls where walls are installed and/or removed
- Disconnect and reconnect plumbing and electrical to facilitate works
- Remove existing tiles and retile floor including entrance and hall
- Supply/Install new kitchen (Apollo Kitchens)
- Install new stone bench tops
- Install new glass/mirror splash back (Apollo Kitchens) to back wall of kitchen
- Install new oven, cooktop, micro-wave, range-hood, sink, washing machine, clothes dryer
- Install new stone tiles to pillars

B. Bathroom

- Remove and dispose of existing wall and floor tiles
- Remove and dispose of existing taps and fittings.
- Remove and dispose of existing toilets, vanities, bath, shower screens
- Relocate plumbing including shower heads as required
- Apply new waterproof sealer to both bathrooms
- Supply and fit with tiling new floor and shower waists
- Supply and install new tiles to floors and walls
- Supply and install new vanities, toilets, vanity cabinets, glass shower screens
- Supply and install new taps, mixers and shower-heads
- Supply and fit new lighting and exhaust fans to both bathrooms
- Supply and fit new access manholes in ceilings

C. General

- Remove existing air conditioning unit

- Supply and install new split system air conditioners, including external condenser units (to be installed on the balcony)
- Remove and replace all light fittings, light switches and power points
- Supply and fit new bedroom door frames and doors
- Supply and fit new door handles throughout
- Supply and install new cornices where required

Remove and dispose of all rubbish and clean unit

MEMORANDUM



Broune Group Consultants

TO	Ian Brierley	FROM	Robert Herbertson
COMPANY		BGC REF	J17-1900
COPY TO		PAGE	1 of 2
		DATE	24 March 2017
RE: Apt 39 Level 17 Museum Towers 267-277 Castlereagh Street Sydney			
SUBJECT Structural Assessment of Proposal to Remove Sections of Walls			

Dear Ian

At your request, I made a visit to the premises at the above address today to make a structural assessment of the proposal to remove sections of the existing rendered masonry walls in the Kitchen and Hall areas of the apartment.

I confirm that there is evidence that the building is supported by a structural frame comprising principally columns and slabs (as is to be expected for a building of its height) with masonry in-fill walls that would have been built after the structural frame and would not have been designed to have a loadbearing function.

It is therefore my assessment that you can remove sections of walls proposed (indicated as grey on the attached copy of the sketch that you gave me) without any adverse effects on the building generally, nor specifically on your apartment and the one on this floor above. What you propose is not unusual (and I understand that such wall removal has already been carried out in other apartments) but the work should nevertheless be carried out by a Builder experienced in this kind of work.

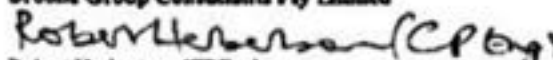
Although the walls would not have been designed to be load bearing for the slab above, it is possible that wall construction and/or slab deflections may have resulted in the slab bearing on the walls to some extent. This means that with the removal of the sections of walls some minor deflection of the slab above might occur as the slab spans without (the unintentional) support of the removed portions of walls.

It is likely that the slab above your apartment supports similar walls in the apartment above yours. It is therefore advisable that you ascertain and agree with the owner of the premises above yours, in advance of demolishing your walls, what the condition is of the walls above, lest slab deflection causes some minor cracking of these. You should offer to repair any cracking, in the unlikely event that it occurs.

Before your Builder begins demolition of any of the sections of walls he should ensure that all services in and around them are diverted or made safe. He should then begin demolition by first carefully removing the topmost course of bricks in each wall section. Walls should be masonry saw/angle grinder cut adjacent to the vertical ends of sections to be removed, and final removal of bricks at abutting walls should be carried out without damaging these walls. Any 'overbreak' should be made good with 1(cement): 1 (lime): 6 (sand) mortar packed as dry as is possible.

Please contact us if you require more information or if we can be of further assistance.

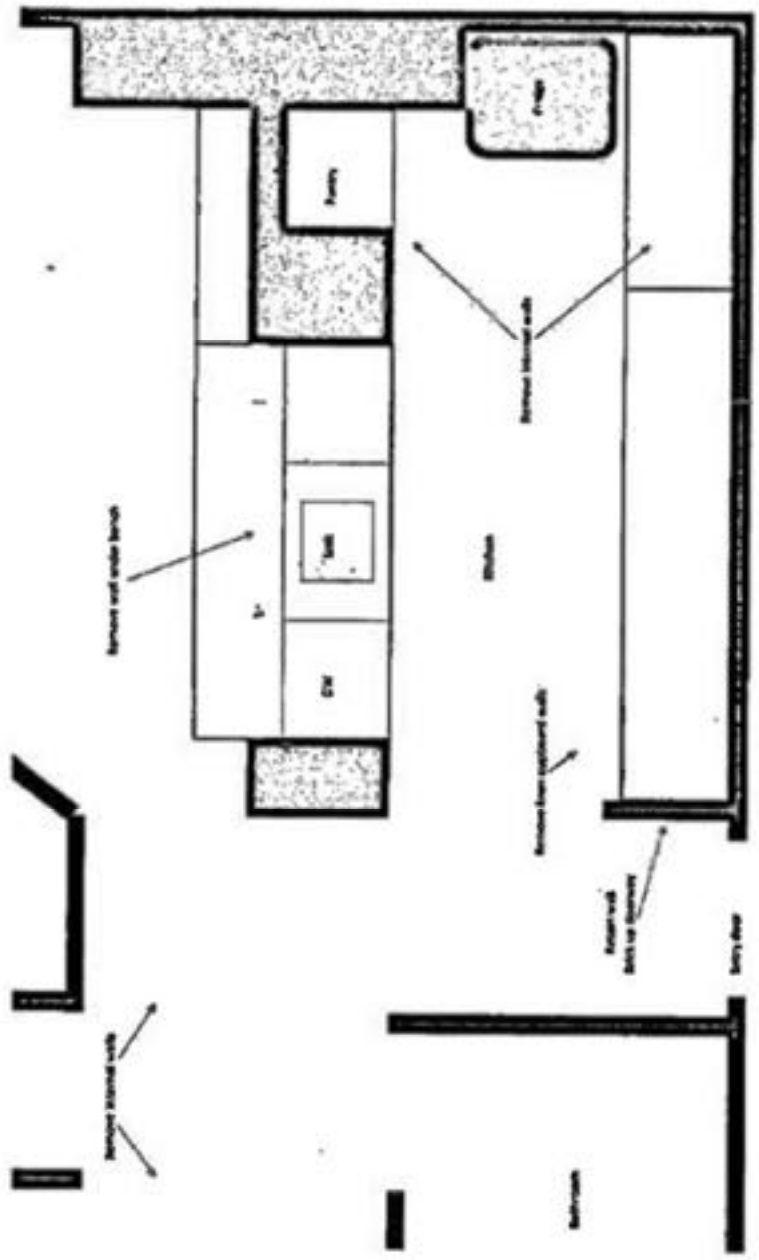
Yours faithfully
Broune Group Consultants Pty Limited


Robert Herbertson (CPEng)

Broune Group Consultants Pty Limited
ACN 098 881 804 ABN 24 098 881 804

Liability limited by a scheme approved under Professional Standards Legislation





APT 39 LEVEL 17 267-277 CASTLECRENSH STREET SYDNEY

2.8. WORKS FOR LOTS 56 & 108

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

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 267-277 Castlereagh Street, Sydney NSW 2000.
- d.) Insurance means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) Insurance required under the Home Building Act 1989 (if any); and
 - (iii) Workers' compensation insurance.
- e.) Lot means lots 56 and 108 in strata plan 40414;
- f.) Owner mean(s) the owner(s) of the Lots.
- g.) Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
- h.) Renovating the Lot in accordance with the following scope of works

Scope of Works Unit 56 and 108 – Renovation

- Supply/Install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works

- Supply/Install new kitchen doors and panels (8.5 lineal metres of kitchen joinery up to 2250mm with a bulk head to calling and 5 x soft close drawers and all soft close doors)
- Caesar Stone bench top
- Supply/Install new sink and mixer
- Install new over, cooktop range-hood and dishwasher
- Install new tiles to kitchen floor
- Install Caesar Stone to kitchen splash back

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Relocate plumbing to suit new concealed cistern toilet
- Disconnect and terminate wall plumbing to bath
- Supply/Install new false wall to conceal toilet plumbing
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Patch repair 2 x sections of plasterboard ceiling
- Supply/Install 2 x new LED downlights
- Supply install new vanity and GPO to vanity wall
- Supply/Install new basin and mixer
- Supply/Install new shower taps and spout
- Supply/Install new frameless fixed glass panel shower screen

- Supply/Install new toilet
- Supply/Install new bath or shower
- Supply/Install new fixed mirror (to suit length of vanity)

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply install new waterproof membrane
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Patch repair 2 x sections of plasterboard ceiling
- Supply/Install 2 x new LED downlights off existing switch location
- Supply/Install 1 x new GPO to vanity wall
- Supply/Install new vanity, taps and spout/or mixer
- Supply/Install new shower taps and spout
- Supply/Install new semi frameless shower screen
- Supply/Install new toilet from range provided
- Supply/Install new fixed mirror (to suit length of vanity)

Laundry

- Remove and Dispose of laundry tub
- Remove and Dispose of existing taps and fittings
- Remove and Dispose of existing floor and skirting tiles to Laundry

- Supply/Install new waterproof membrane
- Install new floor tiles and skirting tiles
- Supply/Install new laundry tub with taps and spout
- Supply/Install new washing machine taps

Balcony

- Remove existing balcony tiles
- Supply install new balcony tiles

General

- Remove and dispose of carpet to unit
- Supply/Install new laminate floating floor with scotia
- Supply install new 2mm quite step acoustic underlay to footprint of new floating floor
- Supply/Install new door handles to Internal doors
- Remove and replace all GPOs and light switches lo existing locations
- Replace existing light fittings with new to existing locations
- Remove and Dispose of existing built-in robe to Bed 1 and 2
- Supply/Install new built-in robe to conceal existing partition wall with sliding doors and melamine internal shelving and hanging space to footprint of removed to Bed 1 and 2
- Supply/Install new bulkhead and cornice to new bulk in robes
- Prepare and paint balcony hob
- Prepare and paint all walls, ceilings, doors and frames (3 x coats, windows and external doors excluded)
- Remove trade related rubbish and clean site
- Installing split-system air-conditioning equipment, including the external condenser unit exclusively servicing the Lot to be installed on the balcony of the Lot; and
- Installing fly-screens;
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

2.2 Interpretation

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

- a) The singular includes the plural and vice versa;
- b) Any gender includes the other genders;
- c) Any terms in the by-law will have the same meaning as those defined in the Act;
- d) References to legislation include references to amending and replacing legislation
- e) References to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- f) Where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- g) 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.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

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(s) 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;
- d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 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 Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;

- c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e) carry out the Installation between the hours of 7:00am and 7:00pm Monday-Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f) perform the installation within a period of twelve (12) months from its commencement or such other period of time as may be approved by the owners corporation;
- g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h) 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;
- i) ensure that the installation 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;
- j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k) not vary the Works without first obtaining the consent in writing of the owners corporation.
- l) have a new condenser unit (external) that:
 - i. is mounted on vibration pads in a location so to minimise noise and vibration;
 - ii. is installed unobtrusively in a location as approved by the Owners Corporation;
 - iii. has an acceptable sound rating as specified by the Owners Corporation in writing;
 - iv. has an external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.

3.3 After installation of the Works

3.3.1 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 indicate completion of the Works;

- d) provide (if required) 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;
- 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; and
- f) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law.

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

3.4 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) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c) properly maintain and upkeep those parts of the common property in contact with the Work
- d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e) indemnify and keep indemnified the 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;
- f) repair and/or reinstate the common property or personal property of the owner's corporation to its original condition if the Works are removed or relocated.

3.5 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) by its agents, contractors or employees enter upon the Lot and 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;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 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.

2.9. WORKS FOR LOT 58

PART A

AUTHORISATION

Despite anything that may be in any by-law applying to the strata scheme, the owners of Lot 58 ("the Owners") have the special privilege to carry out the works as outlined in the Scope of Works ("the Works") attached to this by-law (at the Owners' expense and which will remain the Owners' fixtures). The Owners also have the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the works, subject to the terms and conditions contained in Part B of this by-law.

PART B

CONDITIONS

1. Before the Works begin

Before the Works begin, the Owners shall:

- a. obtain any approvals, consents and permits that are required and provide copies to the owners' corporation;
- b. allow the owners corporation's nominated representative(s) access to inspect the Lot within two business days of any request from the owners corporation;
- c. effect all such insurances as may be required for the duration of carrying out the works and, where requested by the owners corporation, provide it with a certificate of currency or other suitable evidence for those insurances.
- d. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

2. Undertaking the Works

While the Works are being undertaken, the Owners must:

- a. use licensed employees, contractors or agents;
- b. ensure that the Works are undertaken in a proper and skilful manner and comply with the Building Code of Australia and all relevant Australian Standards;
- c. ensure the installation of the Works is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed

so they are connected to the Lot's electricity or appropriate supply;

- e. carry out the installation between the hours of 7:00am and 7:00pm Monday to Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f. use reasonable endeavours to complete the works within three months of commencement or such other period of time as may be approved by the owners corporation;
- g. comply with any requirement of the owner's corporation concerning storage of materials and debris.
- h. 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;
- i. ensure that the installation 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;
- j. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k. not vary the Works without first obtaining the written consent of the owners corporation.

3. After installation of the Works

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 (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that any works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- d. provide the owners corporation's nominated representative(s) access to inspect the Lot within two business days of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

4. 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) without the authorisation of the owners corporation if such works would require such authorisation;

- b. maintain and upkeep the Works in a state of good and serviceable repair;
- c. maintain and upkeep those parts of the common property in contact with the Works
- d. make sure that the Works do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the 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 but only to the extent caused or contributed to by the Owners, their agents, employees or contractors;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

5. Failure to comply with this by-law

If the Owners fail to comply with any of the terms of this by-law the owners corporation may:

- a. by its agents, contracts or employees enter the Lot and carry out all work necessary to comply with those obligation;
- b. recover the costs of such work from the Owners; and
- c. recover from the Owners the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

6. Ownership of Works

The Works will remain the property of the Owners.

7. Applicability

If the Owners wish to remove the Works installed under this by-law (or otherwise), the provisions of Part B shall also apply to that removal.

ATTACHMENT A – Scope of Works Unit – Renovation

- Company undertaking the work to provide Home Warranty Insurance for scope of works outlined below.
- Supply/Install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Remove and dispose of existing kitchen flooring
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works
- Supply/Install new kitchen with laminate doors & panels

- Supply/Install new sink and mixer from range provided
- Supply/Install new oven, cooktop, range hood and dishwasher from range provided
- Supply/Install new tiles to kitchen floor
- Supply/Install new tiles to kitchen splash back

Bathroom

- Remove and dispose of existing floor and wall tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of existing bath
- Remove and dispose of shower and screen
- Terminate shower plumbing if not required
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling
- Supply/install new cornices to bathroom
- Supply/Install new vanity, taps and spout/or mixer from range provided
- Supply/install new shower/bath, taps and spout or mixer from range provided
- Supply/install new frameless shower bath screen from range provided
- Supply/install new toilet from range provided
- Supply/install new fixed mirror (to suit length of vanity) from range provided
- Supply/Install new accessories from range provided

En-suite

- Remove and dispose of existing floor and wall tiles to en-suite
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity

- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling
- Supply install new cornices to en-suite
- Supply/install new vanity, taps and spout or mixer from range provided
- Supply/install new shower taps and spout from range provided
- Supply/install new semi-framed shower screen from range provided
- Supply/Install new toilet from range provided
- Supply/Install new fixed mirror (to suit length of vanity) from range provided
- Supply/Install new accessories from range provided

Laundry

- Remove and dispose of laundry tub
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing floor and wall skirting tiles to Laundry
- Supply/Install waterproof membrane
- Supply/Install new floor and skirting tiles (allowance of up to \$35/m² floor and skirting tiles)
- Supply/Install new laundry tub with taps and spout from range provided
- Supply/install new washing machine taps

General

- Remove and replace all GPOs and light switches to existing locations from range provided in kitchen, bathroom and en-suite only
- Replace existing light fittings with new to existing locations (provided by client) provided in kitchen, bathroom and en-suite only
- Remove trade related rubbish and clean site

2.10. RENOVATIONS (LOT 58)

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

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 267-277 Castlereagh Street, Sydney NSW 2000.
- (d) **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the Home Building Act 1989 (if any); and
 - iii. workers' compensation insurance.
- (e) **Lot** means lot 58 in strata plan 40414;
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

* Installation of double glazing in the form of an additional set of sliding doors installed internally behind existing balcony door and fixed panel

Scope of Works Lot 58 – Renovation

- Remove trade related rubbish and clean site
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

2.2 Interpretation

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

- a) The singular includes the plural and vice versa;
- b) Any gender includes the other genders;
- c) Any terms in the by-law will have the same meaning as those defined in the Act;
- d) References to legislation include references to amending and replacing legislation;
- e) References to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- f) Where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- g) References to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires 1 flanges, valves 1 ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

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(s) 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;
- d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e) pay the owner's corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 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 Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;

- c.) ensure the installation is carried out expeditiously and with a minimum of disruption;
- d.) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e.) carry out the installation between the hours of 7:00am and 7:00pm Monday Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f.) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the owners corporation;
- g.) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h.) 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;
- i.) ensure that the installation 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;
- j.) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k.) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 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 indicate completion of the Works;
- d.) provide (if required) 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;
- e.) provide the owners corporation's nominated representative(s) 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; and