

## CONSOLIDATED BY-LAWS – STRATA PLAN 4701

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## **1. Standard By-Laws**

### **1.1 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the Owners Corporation in accordance with the provisions of by-law 2.5 Parking or as permitted by a sign authorised by the Owners Corporation.

### **1.2 Changes to common property**

- (1) An owner or person authorised by an owner may install, without the consent of the Owners Corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot. or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

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

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

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

## 1.4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

## 1.5 Keeping of animals

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

## 1.6 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.

## 1.7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
  - (b) without limiting paragraph (a) , that invitees comply with clause (1).

- (3) An owner or occupier must ensure that their invitees comply with all by-laws and the owner or occupiers are responsible for any breach of the by-laws committed by their visitor.

## **1.8 Children playing on common property**

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

## **1.9 Smoke penetration**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **1.10 Preservation of fire safety**

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

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

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

## **1.12 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

### **1.13 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

### **1.14 Hanging out of washing**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding or any other article of similar type on any part of the parcel in such a way as to be visible from outside the building.

### **1.15 Disposal of waste - shared bins**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

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

- (1) An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot.

- (2) Without limiting clause (1), a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes) must be notified.
- (3) The notice must be given in writing at least 21 days before the change occurs.

### **1.17 Moving of furniture and other objects on or through common property**

- (1) An owner or occupier of a lot must not transport furniture or other large object on or through common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) All furniture and other large objects must only enter the building through the lower ground floor lobby.
- (3) The lift must not be stopped from normal operations for long periods for the loading or unloading of furniture or other large objects.
- (4) In transporting such furniture or large objects the owner or occupier must take all reasonable steps to protect common property from damage, including the use of lift covers and ensuring the lift load limits are not exceeded.
- (5) The owner or occupier must advise the owners corporation of any damage caused in transporting such furniture or large objects, and repair such damage to the satisfaction of the owners corporation or reimburse any costs reasonably incurred by the owners corporation in repairing such damage.

### **1.18 Notice Board**

The owners corporation must cause a notice board to be affixed to some part of the common property.

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

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

## **2. Building By-Laws**

### **2.1 Replacement of Window Coverings and Garage Doors**

- (1) An owner wishing to replace any window covering in the owner's Lot, may do so, provided that such replacement blind is of similar design and colour to those installed generally in the building.

- (2) An owner wishing to replace or repaint a garage door owned by the owner must ensure that the colour of the door is substantially the same as the other garage doors in the building.

## **2.2 Access to the Roof**

No person shall be permitted to enter, or remain on the roof after ten p.m. However, when special events are scheduled to take place on the harbour, or in the immediate environs thereto, after ten p.m., residents and their guests may remain on the roof until such time as these events terminate.

## **2.3 Dealings with Vodafone**

The Owners Corporation Strata Plan 4701, shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act.

1. The power and the authority to allow Vodafone Pty Limited or other licensee under the Telecommunications Act 1997 to use the common property for the purpose of constructing, maintaining and operating therein a mobile telephone base station.
2. The power and the authority to enter into a licence agreement for this purpose with Vodafone Pty Limited on the terms set out in the licence agreement tabled at the meeting at which this by-law is made, or on such other or additional terms as may be agreed between Vodafone Pty Limited and the Owners Corporation Strata Plan 4701.

## **2.4 Structural Maintenance**

### **INTENT**

1. It is in the interests of all lot owners to ensure that the concrete slabs of the building are structurally sound, and protected from damage which can be caused by the ingress of water into the slabs.
2. The purpose of this by-law is to facilitate the Owners Corporation fulfilling its obligation to keep the common property in a state of good and serviceable repair in this context.

### **PROVISIONS**

#### **3. Inspections**

The Owners Corporation will periodically arrange to have an inspection made of the whole or part of the building and lots within the building to determine if damage may have occurred in the concrete slabs of the building, and to identify any defect in the building which is causing, or could cause, damage to the concrete slabs.

#### **4. Scope**

Such periodic inspections will be non-invasive, that is, will not involve the removal and replacement of fixtures within the lot, and will rely on visual inspection and the use of moisture meters or similar equipment. To facilitate the inspection, the edges of



perimeter carpets, where readily accessible, may be lifted, and immediately refixed, by suitably qualified professionals.

5. **Access**

Each lot owner is required to consent to the Owners Corporation entering the lot to allow the inspection to take place. At least 14 days notice will be given. The lot owner is also required to do what may be needed to allow the Owners Corporation to enter. This may require attendance by the owner, the owner's agent or other representative, the provision of a key, or giving the tenant of the lot proper notice of entry. Lot owners, or their representatives, are encouraged to attend all inspections of their lot.

6. **Conduct**

Such inspections will be conducted by suitably qualified persons selected by the Owners Corporation, and take place each seven years, or at such other times as the Owners Corporation determines.

7. **Costs**

The Owners Corporation will pay the costs of such inspections.

8. **Obligations**

The Owners Corporation cannot and does not warrant that such inspections will find all possible and potential faults within the building and its lots. Each lot owner is required to promptly advise the Owners Corporation of any defects evident from within the owner's lot, for example, any bulging or bumps in the floor coverings of the lot, and of any events, such as fire or electrical damage, water leaks or breakages, which could allow water ingress into the building immediately or over time.

9. **Precautionary Inspections**

Additionally, each lot owner or their agent should ask the Owners Corporation to conduct a precautionary inspection:

- (a) at such time as the lot is undergoing such a general renovation, new plumbing, replacement of floor coverings, repainting or replacement/installation of major appliances and systems, or such works; and
- (b) at the time of the sale of the lot or change of tenancy; and
- (c) if concerns have arisen related to potential structural damage or dampness.

10. **Repair**

Should such inspections identify the potential need for repairs, each affected lot owner will cooperate with the Owners Corporation to allow any repairs to be promptly and effectively assessed and, as necessary, made as recommended by the Owners Corporation's consultants. Each lot owner will promptly replace or repair any facility or appliance within the owner's lot which is reasonably identified as a material risk to the structural integrity of the building.

**11. Large Water Spillages**

The flooding of any carpeted areas, as a result of a significant water spillage arising from a burst hot water heater, an overflow from a laundry, bathroom or kitchen, rainwater (say, from a window left open during a storm) or the like, must be reported immediately to the building manager. The affected carpet and any underlay must be lifted and dried, and any saturated magnesite topping on the concrete slab must be thoroughly dried, typically using a heated blower, and treated with a rust inhibitor, before the carpet and underlay are re-laid. This procedure must be implemented by, or with the consent of, the building manager or managing agent.

**12. Carpet Cleaning**

Recognising the potential for the creation of residual dampness, any cleaning of carpets must be conducted by professional cleaners who have the equipment and skills to ensure that moisture is not allowed to penetrate through the carpet or a damp residue created. Particular care must also be taken to ensure that any moisture does not come in contact with, and thus potentially soak into, timber smooth-edges used to hold carpets down, the result of which could be to rust nails holding down the smooth edge and create conduits for moisture ingress into any magnesite topping. The building manager will maintain a list of suitably qualified and equipped professional cleaners, and lot owners, or their agents, are required to use those cleaners only.

**13. Hot Water Heater Overflow**

An owner must ensure that any hot water heater servicing their lot is fitted with an overflow system to prevent flooding in the event the heater leaks. Existing systems as at the date of registration of this by-law must comply where possible. The system will be prescribed by the strata committee from time to time, or must be approved by the strata committee in the event one is not prescribed or the type of system prescribed is unable to be used in connection with the heater.

**2.5 Parking**

1. An owner or occupier of a lot can only park or stand any motor or other vehicle on common property with the written approval of the Owners Corporation.
2. The Owners Corporation may cause a vehicle parked or standing in breach of this by-law to be towed from the common property and removed to a public road or impounded.
3. The owner or occupier of a lot must pay the costs of and incidental to the Owners Corporation and its servants and agents for having the vehicle towed and/or impounded (including without limitation strata management fees and legal fees) which are recoverable by the Owners Corporation as a debt due by the owner or occupier.
4. An owner or occupier who parks a vehicle, or allows a vehicle to stand on any part of the common property without written consent of the Owners Corporation is taken to:
  - (a) be the person in lawful possession of the vehicle; and

- (b) have given consent to the Owners Corporation and its servants and agents to have the vehicle towed off the common property and impounded at the cost of the owner or occupier; and
  - (c) consent to this by-law being an arrangement in force in respect of the vehicle.
5. The Owners Corporation must provide written notice to an owner or occupier prior to them having their vehicle towed off the common property and impounded.
  6. If the owner or occupier fails to reply to the notice provided by the Owners Corporation under clause (5) and/or does not remove the vehicle from the common property within 24 hours of receipt of the notice, the Owners Corporation may cause the vehicle to be towed from the common property and removed to a public road or impounded pursuant to this by-law.
  7. To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

## 2.6 Renovations

### DEFINITIONS AND INTERPRETATION

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1. In this by-law:
  - (a) **“Act”** means the *Strata Schemes Management Act 2015*;
  - (b) **“Cosmetic Work”** means an owner’s work which affects the common property in connection with their lot for the following purposes:
    - (i) Installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
    - (ii) Installing or replacing handrails;
    - (iii) Painting;
    - (iv) Filling minor holes and cracks in internal walls;
    - (v) Laying carpet;
    - (vi) Installing or replacing built-in wardrobes;
    - (vii) Installing or replacing internal blinds and curtains;
    - (viii) Installing any locking or other safety device for protection of a lot against intruders;
    - (ix) Installing any screen or other device to prevent entry of animals or insects on the lot;
    - (x) Installing any locking or other safety device to improve safety within a lot;

- (xi) Installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) Any other work described in Section 109(2) of the Act; but does not include:
  - (A) Minor Renovations;
  - (B) Work involving structural changes;
  - (C) Work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) Work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (E) Work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) Work involving reconfiguring walls;
  - (G) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
  - (H) Any other work described in Section 109(5) of the Act.
- (c) **“Minor Renovations”** means an owner’s work which affects the common property in connection with their lot for the following purposes:
  - (i) Renovating any room in a lot;
  - (ii) Changing recessed light fittings;
  - (iii) Installing or replacing wood or other hard floors;
  - (iv) Installing or replacing wiring, cabling, pipes, or ducts
  - (v) Installing or replacing power or access points;
  - (vi) Work involving reconfiguring walls;
  - (vii) Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (viii) Installing a clothesline;
  - (ix) Installing a reverse cycle split system air conditioner or ducted air conditioning system;
  - (x) Installing double or triple glazed windows;
  - (xi) Installing a heat pump or other hot water service;
  - (xii) Installing ceiling insulation;

- (xiii) Installing an aerial, antenna, or satellite dish;
  - (xiv) Installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
  - (xv) Any other work described in Section 110(3) of the Act;
  - (xvi) Any other work that is not:
    - (A) Cosmetic Work;
    - (B) Work involving structural changes;
    - (C) Work that changes the external appearance of a lot, including the installation of an external access ramp;
    - (D) Work involving waterproofing;
    - (E) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
    - (F) Work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
    - (G) Any other work described in Section 110(7) of the Act; but does include the work described in sub clauses (A) to (G) above.
- (d) **“Major Renovations”** means an owner’s work which affects the common property for the following purposes:
- (i) Structural changes;
  - (ii) Changes to the external appearance of a lot, including the installation of an external access ramp;
  - (iii) Waterproofing;
  - (iv) Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);
  - (v) Work that is not Cosmetic Work or Minor Renovations.
2. Unless the context or subject matter otherwise indicates or requires:
- (a) Reference to the singular includes the plural and vice versa;
  - (b) A thing includes the whole or part of it;
  - (c) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

- (d) A document includes any amendment or replacement of it;
- (e) “Including” and similar expressions are not words of limitation;
- (f) Headings are for convenience only and do not affect the interpretation of this by-law;
- (g) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (h) The provisions of this by-law prevail to the extent of that inconsistency with any other by-law.

### **COSMETIC WORK**

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- 3. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 5 to 9.
- 4. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

### **Carrying out Cosmetic Work**

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- 5. When carrying out Cosmetic Work an owner must:
  - (a) Do the work in a proper, timely, skillful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) Request the owners corporation, in accordance with the provisions clause 9(a) of by-law 2.4 on Structural Maintenance, to conduct a precautionary inspection of the structural integrity of the concrete slab of the lot if the work involves removal of floor coverings or changes to other parts of the lot which are difficult to access;
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner’s contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) Ensure that no vehicle is left unattended on the common property unless the vehicle is in a designed car parking place or as otherwise approved by the owners corporation;
  - (g) Only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering): between 9am and 4pm Monday to Friday only,

and not on a public holiday or on any date falling between 23 December and 9 January; in addition, such noisy building activities must cease for one hour during the hours between 11.30am and 2.00pm;

- (ii) All other work between 8am and 4pm Monday to Friday and not on a public holiday or on any date falling between 23 December and 9 January;
- (h) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation. No items are permitted to be transported through the main ground floor lobby;
- (i) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to
  - (i) laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot, and
  - (ii) ensuring that power tools are not used to cut materials on common property, and
  - (iii) ensuring that the weight of loads placed in the lift are no more than 75% of the load limit as specified in the lift, and
  - (iv) ensuring that the lift wall and floor covers are in place before the commencement of works each day, and that such covers are removed at the end of each working day, and
  - (v) ensuring that the lift is not stopped from operating for long periods for the loading or unloading of construction material, equipment, debris and other materials required to conduct and maintain the works.
- (j) Notify the building manager or other nominee of the owners corporation of any damage to the building as a result of the conduct of the works within 24 hours of becoming aware of the damage, and advise the steps proposed to be taken to repair the damage and any consequent effects of the damage;
- (k) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (l) Remove rubbish not confined within the lot from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (m) At the end of each day during which works have occurred, thoroughly tidy, clean and, as appropriate, mop the lift, the lobby of the floor of the lot, the lower ground floor lobby, and any other area of the common property which have been made unclean or untidy as a result of the works on that day;

- (n) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (o) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (p) Not use common property power;
- (q) Pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

#### Use of Cosmetic Works

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- 6. An owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

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- 7. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

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- 8. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 5 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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- 9. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.



**MINOR RENOVATIONS**

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10. An owner may only carry out Minor Renovations with the approval of the owners corporation.
11. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
12. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

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**Application to owners corporation for approval for Minor Renovations**

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13. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) The owner's name, address and telephone number;
  - (b) The lot number connected with the works;
  - (c) Details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) An estimate of the duration and times of the work;
  - (e) Details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
  - (f) Details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (g) A statement that the work does not involve:
    - (i) The removal or alteration of a structural element of the building;
    - (ii) The installation, replacement or exposure of a waterproofing membrane or flashings;
    - (iii) Changing the external appearance of any lot;
    - (iv) Detrimentially affecting the safety of a lot, including fire systems;
  - (h) A statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### Determination of application for approval of Minor Renovations

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14. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) Request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) Engage a consultant to assist it to review the application;
  - (c) Approve the application with some or all the conditions contained in clauses 15 to 25, or impose additional conditions;
  - (d) Refuse the application, but must not act unreasonably when doing so.

#### Before Minor Renovations are carried out

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15. Before carrying out Minor Renovations an owner must:
- (a) Give to the owners corporation evidence that those persons carrying out the work have:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors' all risks insurance cover (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);
    - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) Workers compensation insurance if required by law;
  - (b) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work. This notice, or any updated notice, is to be updated at any time the expected date of completion is extended by more than one week
  - (c) If the work involves:
    - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
    - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
  - (iv) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

#### When Minor Renovations are being carried out

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16. When carrying out Minor Renovations an owner must:
- (a) Do the work in a proper, timely, skillful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) Request the owners corporation, in accordance with the provisions clause 9(a) of by-law 2.4 on Structural Maintenance, to conduct a precautionary inspection of the structural integrity of the concrete slab of the lot if the work involves removal of floor coverings or changes to other parts of the lot which are difficult to access;
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) Ensure that no vehicle is left unattended on the common property unless the vehicle is in a designed car parking place or as otherwise approved by the owners corporation;
  - (g) Only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering): between 9am and 4pm Monday to Friday only, and not on a public holiday or on any date falling between 23 December and 9 January; in addition, such noisy building activities must cease for one hour during the hours between 11.30am and 2.00pm;

- (ii) All other work between 8am and 4pm Monday to Friday and not on a public holiday or on any date falling between 23 December and 9 January;
- (h) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation. No items are permitted to be transported through the main ground floor lobby;
- (i) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to
  - (i) laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot, and
  - (ii) ensuring that power tools are not used to cut materials on common property, and
  - (iii) ensuring that the weight of loads placed in the lift are no more than 75% of the load limit as specified in the lift, and
  - (iv) ensuring that the lift wall and floor covers are in place before the commencement of works each day, and that such covers are removed at the end of each working day, and
  - (v) ensuring that the lift is not stopped from operating for long periods for the loading or unloading of construction material, equipment, debris and other materials required to conduct and maintain the works.
- (j) Notify the building manager or other nominee of the owners corporation of any damage to the building as a result of the conduct of the works within 24 hours of becoming aware of the damage, and advise the steps proposed to be taken to repair the damage and any consequent effects of the damage;
- (k) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (l) Remove rubbish not confined within the lot from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (m) At the end of each day during which works have occurred, thoroughly tidy, clean and, as appropriate, mop the lift, the lobby of the floor of the lot, the lower ground floor lobby, and any other area of the common property which have been made unclean or untidy as a result of the works on that day;
- (n) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

- (o) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (p) Not use common property power;
- (q) Give access to the owners corporation's nominee access to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After Minor Renovations are carried out

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17. After carrying out Minor Renovations an owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
  - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
  - (d) If the work involved:
    - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
    - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
  - (e) If required by the owners corporation:
    - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
    - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
    - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the

work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

#### Use of Minor Renovations

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18. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

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19. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

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20. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 15 to 17 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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21. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law insofar as it related to Minor Renovations.

#### Insurance

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22. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

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23. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
24. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Costs**

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25. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

**MAJOR RENOVATIONS**

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26. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) The owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) A by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) The by-law is registered and a recording made in the certificate of title comprising the common property.
27. An owner should undertake the process in clause 28 before presenting any motion referred to in clause 26 for the consideration of the owners corporation.

**Application to owners corporation for approval for Major Renovations**

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28. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) The owner's name, address and telephone number;
  - (b) The lot number connected with the works;
  - (c) Details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) An estimate of the duration and times of the work;
  - (e) Details of the persons carrying out the work including their name, licence number, qualification and telephone number;

- (f) Details of arrangements to manage any resulting rubbish or debris arising from the work;
- (g) Motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (h) The owner's consent to the making of the by-law;
- (i) A statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

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29. When determining an application made in accordance with clause 28, an owners corporation may:
- (a) Request further information from the owner in considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) Engage a consultant to assist it to review the application;
  - (c) Approve the application in its original form, or with amendments to the motions required in clause 26;
  - (f) Refuse the application, but must not act unreasonably when doing so.

**BREACH OF THIS BY-LAW**

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30. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.
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**SCHEDULE OF APPROVED MINOR RENOVATIONS AND MAJOR RENOVATIONS**

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31. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

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## SCHEDULE 1

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**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
  
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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## SCHEDULE 2

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**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW 3.**\_ {INSERT NEXT SPECIAL LOT SPECIFIC BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) **“Act”** means the *Strata Schemes Management Act 2015*;
  - (b) **“Authority”** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) **“Lot”** means lot .....{INSERT LOT NUMBER};
  - (d) **“work”** means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

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5. Before carrying out work, the owner must:
- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
  - (b) Give to the owners corporation evidence that those persons carrying out the work has:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors' all risks insurance cover (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);
    - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) Workers compensation insurance if required by law;
  - (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work. This notice, or any updated notice, is to be updated at any time the expected date of completion is extended by more than one week;
  - (d) If the work involves:
    - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
    - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

- (e) If requested by the owners corporation:
    - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
    - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
    - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;
6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skillful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Request the owners corporation, in accordance with the provisions clause 9(a) of by-law 2.4 on Structural Maintenance, to conduct a precautionary inspection of the structural integrity of the concrete slab of the lot if the work involves removal of floor coverings or changes to other parts of the lot which are difficult to access;
  - (f) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (g) Ensure that no vehicle is left unattended on the common property unless the vehicle is in a designed car parking place or as otherwise approved by the owners corporation;
  - (h) Only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering): between 9am and 4pm Monday to Friday only, and not on a public holiday or on any date falling between 23 December and 9 January; in addition, such noisy building activities must cease for one hour during the hours between 11.30am and 2.00pm;
    - (ii) All other work between 8am and 4pm Monday to Friday and not on a public holiday or on any date falling between 23 December and 9 January;

- (i) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation. No items are permitted to be transported through the main ground floor lobby;
- (j) Protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to
  - (i) laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot, and
  - (ii) ensuring that power tools are not used to cut materials on common property, and
  - (iii) ensuring that the weight of loads placed in the lift are no more than 75% of the load limit as specified in the lift, and
  - (iv) ensuring that the lift wall and floor covers are in place before the commencement of works each day, and that such covers are removed at the end of each working day, and
  - (v) ensuring that the lift is not stopped from operating for long periods for the loading or unloading of construction material, equipment, debris and other materials required to conduct and maintain the works.
- (k) Notify the building manager or other nominee of the owners corporation of any damage to the building as a result of the conduct of the works within 24 hours of becoming aware of the damage, and advise the steps proposed to be taken to repair the damage and any consequent effects of the damage;
- (l) Keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (m) Remove rubbish not confined within the lot from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (n) At the end of each day during which works have occurred, thoroughly tidy, clean and, as appropriate, mop the lift, the lobby of the floor of the lot, the lower ground floor lobby, and any other area of the common property which have been made unclean or untidy as a result of the works on that day;
- (o) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (p) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

- (q) Not use common property power;
- (r) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

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7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
  - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
  - (d) If the work involved:
    - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
    - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
  - (e) If required by the owners corporation:
    - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
    - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
    - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

---

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

---

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

#### Insurance

---

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.



**Bond**

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**BREACH OF THIS BY-LAW**

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

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**SCHEDULE 3**

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**Schedule of approved Minor Renovations and Major Renovations**

<b>Date of approval</b>	<b>Lot No.</b>	<b>Name of owner given approval</b>	<b>Approval given by owners corporation or strata committee</b>	<b>Minor or Major Renovation</b>	<b>Brief description of the Minor or Major Renovation</b>

## 2.7 Common Property

The owners corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the Strata Schemes Management Act 2015 with the following modifications:

1. Under the heading "Owners corporation responsibilities for maintenance, repair or replacement", delete 1(b), 1(h), 3(a), 3(b), 6(b), 6(i), 6(k), 6(l) and 7(d);
2. Under the heading "Lot owner responsibilities for maintenance, repair or replacement", delete 3(g), 3(h), and 7(d).

### COMMON PROPERTY MEMORANDUM

#### Owners corporation responsibilities for maintenance, repair or replacement

<p><b>1. Balcony and courtyards</b></p>	<p>(a) columns and railings</p> <p>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) balcony ceilings (including painting)</p> <p>(d) security doors, other than those installed by an owner after registration of the strata plan</p> <p>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</p> <p>(f) common wall fencing, shown as a thick line on the strata plan</p> <p>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</p> <p>(h) awnings within common property outside the cubic space of a balcony or courtyard</p> <p>(i) walls of planter boxes shown by a thick line on the strata plan</p> <p>(j) that part of a tree which exists within common property</p>
<p><b>2. Ceiling/Roof</b></p>	<p>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</p> <p>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</p> <p>(c) guttering</p> <p>(d) membranes</p>
<p><b>3. Electrical</b></p>	<p>(a) air conditioning systems serving more than one lot</p> <p>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</p> <p>(c) fuses and fuse board in meter room</p>

	<ul style="list-style-type: none"> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquet flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> </ul>

	<ul style="list-style-type: none"> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>

#### **Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>

<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li>(c) in-sink food waste disposal systems and water filtration systems</li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li>(h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>(b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquet flooring</li> <li>(c) internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) internal (non-common property) walls</li> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> </ul>

	(m) ducting cover or structure covering a service that serves a single lot
<b>7. Parking/Garage</b>	<p>(a) garage door remote controller</p> <p>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</p> <p>(c) light fittings inside the lot where the light is used exclusively for the lot</p> <p>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</p>
<b>8. Plumbing</b>	<p>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</p> <p>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</p> <p>(c) sink, laundry tub and hand basin</p> <p>(d) toilet bowl and cistern</p> <p>(e) bath</p> <p>(f) shower screen</p> <p>(g) bathroom cabinet and mirror</p> <p>(h) taps and any associated hardware</p>
<b>9. Windows</b>	<p>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</p> <p>(b) locks additional to the original (or any lock replaced by an owner)</p> <p>(c) window lock keys</p>

## 2.8 Electronic Keeping of Records and Service of Documents

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.

5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.
6. The strata committee, on the request of an owner, may waive the requirements in clauses 4 and 5 for an owner who does not want to have documents served electronically, and such a waiver will not be unreasonably withheld.

## 2.9 Electronic Voting

### Definitions and Interpretation

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1. In this by-law:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Electronic Voting**” means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
2. Unless the context or subject matter otherwise indicates or requires:
  - (a) Reference to the singular includes the plural and the plural includes the singular
  - (b) “Including” and similar expressions are not words of limitation;
  - (c) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

### Determination to allow Electronic Voting

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3. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.
4. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
5. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

### The Electronic Voting process

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6. Electronic Voting must be conducted by way of an electronic ballot.



7. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.
8. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) Information concerning:
    - (i) How the ballot paper must be completed;
    - (ii) The deadline for submission of the ballot paper;
    - (iii) If voting is by email, the address where the ballot paper is to be returned;
    - (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
  - (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy , if the vote is a proxy vote.
9. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
10. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
11. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
  - (a) Review all information and reports about the electronic ballot;
  - (b) Reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) Ascertain the result of the electronic ballot;
  - (d) Make a written or electronic record of the result of the electronic ballot;
  - (e) Announce or publish the result of the ballot.

#### **Informal votes**

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12. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.

13. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.

### **Secret ballots**

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14. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

## **2.10 Occupancy of a Lot**

### **Definitions and interpretation**

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1. In this by-law:
- (a) **“Act”** means the *Strata Schemes Management Act 2015*;
  - (b) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and the plural includes the singular;
    - (ii) **“Including”** and similar expressions are not words of limitation;
    - (iii) Headings are for convenience only and do not affect the interpretation of this by-law;
    - (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
    - (v) Reference to a **“lot”** includes part of the lot.

### **Restricting the number of adult occupiers in a lot**

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2. Subject to clause 36 of the Strata Schemes Management Regulation 2016, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.

### **Prohibition on subdivision of rooms in a lot**

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3. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping without the written consent of the owners corporation.

### **Right of the owners corporation to enter a lot**

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4. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.

**Notification to owners corporation of occupiers in a lot**

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5. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) must:
  - (a) Provide their tenant or licensee with an up-to-date copy of the by-laws;
  - (b) Ensure that their tenant or licensee and their guests comply with the by-laws;
  - (c) Take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.

**Use of a lot**

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6. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for the accommodation of a person under a commercial arrangement permitting, or intended to permit, such accommodation for a term of three months or less.
7. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for an unlawful purpose or in an unlawful manner.
8. Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 6 of this by-law:
  - (a) A failure to provide notice under s.258 of the Act in respect of a person who uses the lot for his or her accommodation under a commercial arrangement;
  - (b) A failure to provide to the owners corporation on request a copy of the lease, or documents relating to the assignment, the subject of the notice under s.258 of the Act;
  - (c) A failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
9. An owner, lessee or occupier of a lot must not make known publicly or advertise, whether by the owner, lessee or occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the lot is available for a use that would contravene clauses 2, 6, or 7 of this by-law.

**Costs to be paid by owner or occupier**

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10. The owner, lessee or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The owner must pay all costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may, but are not limited to:
  - (a) Water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
  - (b) Additional cleaning fees associated with additional persons sleeping in a lot;

- (c) Strata manager's fees;
  - (d) Legal costs;
  - (e) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
11. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
12. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

### **Restricting access to common property**

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13. Subject to this by-law, the owners corporation has the power to:
- (a) Close off or restrict by security key access to parts of the common property that do not give access to a lot;
  - (b) Restrict any persons who are in breach of this by-law access to any part of a building;
  - (c) Allow security personnel to use part of common property to determine or enforce compliance with this by-law.

### **2.11 Removal and replacement of New floating or fixed flooring**

1. An owner or occupier of a lot must remove any new floating or fixed flooring as of the date of registration of the By law installed after the date of this Annual General Meeting, being 25 September 2019", within or attached to their lot if requested by the owners corporation for the purposes of inspecting or conducting any repairs, maintenance, renewal or replacement of the common property slab beneath the flooring.
2. To the extent the floor is affixed to the common property or otherwise forms part of the common property, an owner of each lot is granted exclusive use of that common property provided that the owner repairs, maintains, renews, replaces that item in accordance with clause 1 of this by-law. The owners corporation is otherwise responsible for the repair, maintenance, renewal, or replacement of that item.
3. An owner or occupier may reinstate any floating or fixed flooring removed in accordance with clause 1, and subject to compliance with these by-laws and *the Strata Schemes Management Act 2015*.
4. An owner or occupier is responsible at their own cost for complying with this by-law.
5. An owner or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or enforcing the terms of this by-law,

or rectifying any breach. The owner must pay all costs, expenses and fees to the owners corporation upon reasonable demand.

6. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

### **3. Lot Specific By-Laws**

#### **3.1 Works on Lots 26 and 27**

On the conditions set out in this by-law, the owners for the time being of Lots 26 and 27 ("the owners") shall have the following special privileges in respect of the common property: -

- i. The owners for the time being of Lots 26 and 27 may undertake and maintain the works described in the drawing No. W3066-E1 of Webcon Engineering Group, a copy of which forms an exhibit to the minutes of meeting at which this by-law is made ("the drawing") as "Remove brickwork to height 2100 for passageway Provide 10 mm lintel" and "Extend 110 wall to create unit partition. Soundproof accordingly". This wall to be double skin/or concrete to ensure proper soundproof between the units.
- ii. The owners for the time being of Lot 26 may undertake and maintain the work described in the drawing as "Brick blade to be removed to face of column".

The undertaking of these works is referred to in this by-law as "the works".

#### **Conditions: -**

#### **Before the Works**

1. Before starting the works, the owners must: -
  - 1.1. Provide the Owners Corporation with: -
    - (i) A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
    - (ii) A copy of the construction certificate for the works, if required under the Environmental Planning and Assessment Act 1979;
    - (iii) A copy of the certificate of insurance relating to the performance of the works if required under Section 92 of the Home Building Act 1989;
    - (iv) Evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (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 which the owner is a named party; and

- (v) A certificate of a duly qualified engineer addressed to the Owners Corporation that the works will not affect the structural integrity of the building.
- 1.2 Obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

### **The Works**

2. In undertaking the works, the owners by themselves, their agents, servants and contractors must: -
- (i) Use best-quality and appropriate materials, in a proper and skilful manner;
  - (ii) Comply with all conditions and requirements of the local Council;
  - (iii) Comply with the Building Code of Australia and all pertinent Australian Standards;
  - (iv) Comply with the terms of any approval given by the Owners Corporation under this by-law;
  - (v) Comply with the reasonable requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of this condition;
  - (vi) Not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
  - (vii) Give to the residents of other lots in the building not less than 24 hours notice of any demolition work or work involving the use of percussion tools;
  - (viii) Provide the Owners Corporation in written form with a copy of all site instructions issued by the owner's consulting engineer.

Any additional works undertaken under paragraph (v) shall form part of the works for the purposes of this by-law.

### **Maintenance**

3. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
4. The owner of Lot 27 must keep the windows installed in the course of the works in a state of good and serviceable repair, and must renew or replace them when necessary. The owners of Lots 26 and 27 must maintain the extension of the wall in a state of good and serviceable repair and must renew or replace it when necessary.

**Indemnity**

5. The owners must indemnify the Owners Corporation against any liability or expense arising out of the works, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.
6. The owners must and hereby do consent, as the owners or part-owners of Lots 28 or 29 upon registration of a strata plan of subdivision-of Lots 26, 27 and common property, to the making and registration of a by-law which varies this by-law so as to refer to Lots 28 and 29 in lieu of Lots 26 and 27 respectively, to the intent that the owners of Lots 28 and 29 shall be responsible for the duties under this by-law of the owners of Lots 26 and 27 respectively.

**Costs**

7. The owners must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law.

**3.2 Works on Lot 20****A. Definitions**

In this by-law:

- (i) "owner" means the owner from time to time of Lot 20; and
- (ii) "works" means the undertaking and the keeping of the works to renovate Lot 20 such works including:
  - a. installation of an opening between the kitchen and lounge room;
  - b. constructing built in wardrobes, cupboards and shelving;
  - c. renovating the kitchen, bathrooms and laundry (including re-tiling);
  - d. installation of a floating timber floor in the hallway and kitchen;
  - e. installation of a motorised garage door;
  - f. installation of shelving in the garage; and
  - g. installation of under floor heating.

**B. Interpretation:**

In this by-law, words importing the singular include the plural and vice versa; words importing a gender include any gender; words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

**C. Grants of Special Privilege in respect of the common property.**

On the conditions set out in this by-law, the owner shall have special privileges in respect of the common property to carry out and thereafter to maintain the works.

**D. Conditions: -**

**Before the works**

1. Before starting the works, the owner must provide the Owners Corporation with:
  - (i) a copy of any requisite approval of Council, including all drawings, specifications, conditions and notes; and
  - (ii) A copy of a certificate of a duly qualified engineer addressed to the Owners Corporation, certifying that the works for the installation of an opening between the kitchen and lounge room; will not affect the structural integrity of the building or any part of it.

***The Works***

2. In undertaking the works, the owner must by himself, his agents, servants and contractors: -
  - (i) Use appropriate materials, in a proper and skilful manner;
  - (ii) Comply with any conditions and requirements of Council;
  - (iii) Comply with the Building Code of Australia and all pertinent Australian Standards; and
  - (iv) Comply with the terms of approval given by the Owners Corporation under this by-law.
3. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the owner must complete the works within twelve weeks of commencement.

***Statutory Directions***

4. In performing the works, the owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the owner's servants, agents and contractors.

***Disturbance***

5. The owner must ensure the works are undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

***Adjacent Common Property***

6. The owner must maintain all areas of common property adjacent to the works, or used for or in relation to the works, in a clean and tidy state while the works are being carried out.

***Work Times***

7. The owner must not undertake the works or allow them to be undertaken except between the hours of 8 AM and 5 PM Monday to Friday inclusive (excluding public holidays).



### ***After the Works***

8. After completion of the works, the owner must provide the Owners Corporation with a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979.

### ***Maintenance***

9. Subject to the terms of this by-law, any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property, including the garage door.
10. The owner must maintain the additions installed in the course of the works, including the garage door motor, in a state of good and serviceable repair, and must renew or replace them when necessary.

### ***Damage***

11. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

### ***Indemnity***

12. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed as a consequence of the works being carried out.
13. The owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the execution of the works.

### ***Costs***

14. The owner must meet all reasonable expenses of the Owners Corporation incurred in the making and registration of this by-law.

## **3.3 Works on Lot 14**

### **Part 1: Preamble-Introduction:**

1. This Chapter is a 2 of by-law the made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. 4 The effect of the by-law is to grant the Owner of the lot special privileges in respect of the common property to perform work or make alterations, all subject to the common conditions specified in the by-law.
2. The by-law is comprised of the following parts:
  - (a) Part 1: the preamble:

- (b) Part 2: that deals with definitions and interpretation.
- (c) Part 3: that specifies the terms of the Grant.
- (d) Part 4: that deals with maintenance of the common property.
- (e) Part 5: that deals with the removal of Flooring Works.
- (f) Part 6: that deals with indemnity & costs.
- (g) Part 7: that deals the consequences of a breach of a term of the by-law.

**Part 2: Definitions & Interpretation:**

In this by-law:

- 1. "Owner" means the Owner from time to time of Lot 14; and
- 2. "Works" means laying tiles on the floors in the living room, dining room and hallways.
- 3. words importing the singular include the plural and vice versa;
- 4. words importing a gender include any gender;
- 5. words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

**Part 3 Grant of Special Privilege in respect of the Common Property**

On the conditions set out in this by-law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

**Part 4 Maintenance of the common property**

- 1. Subject to
  - (a) The terms of this by-law,
  - (b) Any subsequent by-law,
  - (c) Any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property,the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 2. The Owner must maintain the Works. The Owner must also maintain those parts of the common property that represent a point of contact between the works and the balance of the common property.
- 3. The Owner must renew or replace the Works whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another lot in the strata scheme.

**Part 5 Removal of Works**

1. The Owners Corporation may require Owner to permanently remove the Works and restore the lower boundary of his lot to its original form in carpet if, in the reasonable opinion of the Owners Corporation, the transmission of noise from the lot as a consequence of the Works causes unreasonable disturbance to surrounding lot Owners.
2. The Owner will comply with the direction of the Owners Corporation.

**Part 6 Indemnity & Costs**

1. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property because of performance of the Works or the renewal, repair or replacement of the Works.
2. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works or the renewal, repair or replacement of the Works.
3. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996 the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
4. The Owner's liability under paragraphs 1 to 2 of this Part shall be determined only following the Owners Corporation having made all reasonable attempts to recover the relevant loss, liability, damages, costs and expenses under its strata insurances or such other insurance or warranty it has the benefit of, in connection with the Works.
5. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

**Part 7 Breach of a term of the by-law**

1. If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent Owner of the Lot.
3. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
4. An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

The terms of this by-law are in addition to the terms of by-law 14 (Floor Coverings) of the by-laws contained in Schedule 1 of the Strata Schemes Management Act 1996.

### 3.4 Works on Lots 26 and 27

#### PART 1

##### PART 1.1

#### GRANT OF RIGHT

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

##### PART 1.2

#### THIS BY-LAW TO PREVAIL

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

#### PART 2

#### DEFINITIONS & INTERPRETATION

##### 2.1 Definitions

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

- (a) **Act** means *the Strata Schemas Management Act, 1996 (NSW)*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 74 Upper Pitt Street, Kirribilli.
- (d) **Council** means North Sydney Council.
- (e) **Insurance** means:
  - (i) contractors all risk Insurance (including public liability insurance) in the sum of \$10,000,000;
  - (ii) insurance required under the Home Building Act 1989 (if any); and
  - (iii) worker's compensation insurance.
- (f) **Lot** means lots 26 and 27 in strata plan 4701 respectively.
- (g) **Owner** means the respective owner(s) of the Lot.

- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 4701.
- (l) **Plans** means the plans of the Renovations attached to this by-law and marked **Annexure "A"**.
- (j) **Renovations** mean the renovations listed in the 'Refurbishment Works' reports created by Timothy Moon Architects and attached to this by-law marked **Annexure "B"**.
- (k) **Works** means the works to the Lot and common property to be carried out for and in connection with the Renovations and the Owners installation, repair, maintenance and replacement (if necessary), of the Air-Conditioning Unit together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Plans and provisions of this by-law.

## 2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, 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 Corporations 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; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

### 3.2 Compliant Works

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

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) for air-conditioning, must 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, such rating not to exceed the original specifications in respect of the building; and
  - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
- (c) for hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation for time to time and shall have a weighted standardised impact sound pressure level  $L'_{nT,w}$  not exceeding 35 when measured in situ in accordance with Australian Standard AS ISO 140-7 "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004 "Acoustics- Rating of sound insulation in buildings and of building elements. Part 2: impact sound insulation; and
- (d) be manufactured and designed to specifications for domestic use.

### 3.3 During Installation of the Works

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

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to install the Renovations are installed so they are connected to the Lot's electricity supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:00am and 1:00pm on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of eight (8) 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 in the manner described in this by-law and as otherwise 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

### **3.4 After Installation of the Works**

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

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

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

### **3.5 Enduring rights and obligations**

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law):

- (b) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) use reasonable endeavours to cause as little disruption as possible when using the Renovations;
- (f) ensure that any electricity or other services required to operate the Renovations are installed so they are connected to the Lot's electricity supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
- (h) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (i) ensure the Renovations do not cause water to escape or water penetration to lot or common property (including the Lot); and
- (j) 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.

### **3.6 Failure to comply with this by-law**

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

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

### **3.7 Ownership of Works**

The Works will always remain the property of the Owner.

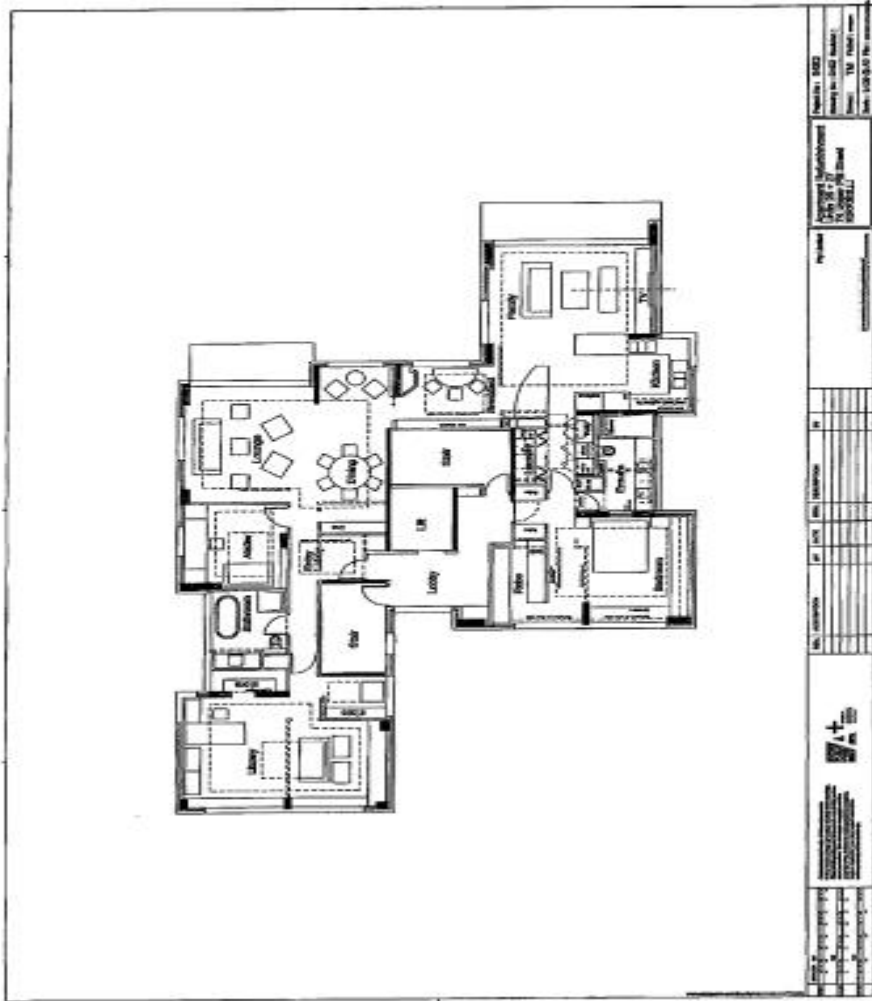
### **3.8 Applicability**

3.8.1 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.

3.8.2 The provisions and obligations as they apply to a respective Owner are severable and only apply to the Works that benefit that particular Owner.



Annexure "A"



**Annexure "B"**

**Refurbishment Works  
Units 26 & 27  
Level 12  
74 Upper Pitt Street  
KIRRIBILLI**



**Timothy Moon Architects Pty Limited  
PO Box 1958  
NEUTRAL BAY JUNCTION NSW 2089**

**T 9904 2555  
M 0410 682111  
E [tmoon@timothymoon.com.au](mailto:tmoon@timothymoon.com.au)  
[www.timothymoon.com.au](http://www.timothymoon.com.au)**

**Preliminaries**

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All works to comply with :

- Conditions of Development Consent and Construction Certificate
- Building Code of Australia and associated Australian Standards
- Relevant Owners Corporation by Laws

Common property to be protected from damage.

Agree method of protection with Architect and Building Manager.

Undertake dilapidation surveys prior to commencement of work.

Cranage to and from roof terrace if required, to be approved by Owners Corporation.

All Insurances to be in place prior to commencement of work.

Provide certificates of currency to Architect and Building manager.

Make good any damage to common property to satisfaction of Architect and Building manager.

## **Demolition**

---

Remove and make good the following :

- All skirtings and architraves
- All suspended ceiling
- All cornices, bulkheads and pelmets
- All window reveals and sills
- All airconditioning equipment and ductwork
- All bathroom vanities, fittings and fixtures
- All bathroom wall and floor tiling
- All wall paneling and applied trims
- All internal doors and steel door frames
- Kitchen joinery
- All wardrobes and built-in joinery
- All existing carpet

Dismantle fireplace to lounge room and make good floor tiling  
Cut brickwork door openings full height

### **New Library**

- Remove existing central partition

### **Main Bathroom**

- Remove part northern wall

### **Entry Lobby**

- Demolish wall to form new coat cupboard

### **Kitchen / Laundry**

- Remove wall to southern end of Laundry
- Remove wall between Laundry and Ensuite

### **Main Bedroom**

- Remove existing central partition
- Demolish brickwork for new ensuite doorway

**Electrical**

---

Remove all existing light fittings

Adjust location of existing smoke and thermal detectors to suit new layouts.  
Owners Corporation contractor to be engaged for these works.

Replace existing light switchgear and power points

Install new light fittings, equipment and appliances

Provide power to all new equipment

**Plumbing**

---

Relocate hot water unit to existing plantroom

All new plumbing and drainage adjustments to occur within the units.

**Air Conditioning**

---

Decommission existing ducted system, and install new VRV package system.

New condenser unit to be located in existing plantroom.

### **Plasterboard**

---

New suspended ceiling throughout to provide 20mm cavity to underside of existing roofslab to accommodate new central light fittings and smoke / thermal detector relocation.

Perimeter room bulkheads incorporating airconditioning ductwork and cove lighting

Bulkheads to joinery units

New partition walls to :

- Library store
- Dining Room sliding door
- Family Room TV alcove
- Ensuite partition wall to Laundry
- Bedroom robe

Acoustic wall and louvres to laundry exhaust system

Form recessed pelmets to window heads.

### **Render**

---

Skim coat all cement rendered walls to an approved smooth finish  
Make good all rendered finishes damaged by demolition or removal of abutting walls.

### **Carpenter**

---

All new and existing door openings to be full height.  
Fit new door hardware and bathroom accessories.

New sliding doors to Library stores, and breakfast room divider

New doors to Library, Bathroom, Ateller Bedroom 1 and Ensuite

New window reveals and window sills to detail

**Joinery**

---

Supply and install new joinery units, vanities and cabinetry to detail to :

- **Library**  
Draw units and benchtops  
Bookcase units
- **Store Rooms**  
Shelving
- **Bathrooms**  
Vanities  
Cistern enclosures
- **Atelier**  
Desk and storage units
- **Dining**  
Linen storage unit
- **Breakfast**  
Wall storage unit
- **Kitchen**  
Drawer units, cupboards and overhead storage units
- **Family**  
TV and associated equipment storage unit
- **Laundry**  
Benchtop and overhead storage units
- **Bedroom**  
Infill display unit  
Benchtop and drawer units
- **Robe**  
Storage units
- **Ensuite**  
Vanity and linen store

**Floor Finishes**

---

<b>Library</b>	<b>New Carpet</b>
<b>Library Stores</b>	<b>Retain and hone existing marble floor tiling</b>
<b>Bathroom</b>	<b>Replace existing with new marble floor tiling</b>
<b>Atelier</b>	<b>New carpet</b>
<b>Entry + Hallway</b>	<b>Retain and hone existing marble floor tiling</b>
<b>Lounge + Dining</b>	<b>Retain and hone existing marble floor tiling</b>
<b>Kitchen + Family</b>	<b>Retain and hone existing marble floor tiling</b>
<b>Laundry</b>	<b>Retain replace / continue with new marble floor tiling</b>
<b>Ensuite</b>	<b>Replace existing with new marble floor tiling</b>
<b>Bedroom + Robe</b>	<b>New carpet</b>

**Painter**

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**3 coat system to all rendered and/or plasterboard walls and ceilings**

**End of Document**



### 3.5 Works on Lot 6

#### Purpose of By-law

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

#### Defined Terms and Interpretation

- (2) “**Lot**” is lot 6 on the strata scheme.
- (3) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no.4701.
- (4) “**Minor Renovations**” means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (5) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works or Minor Renovations.
- (6) “**Works**” means the alterations and additions, including any Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below and in the **Project Works Summary, Structural Engineering Report** and **Drawings** prepared by **Strata Remedial Engineers Pty Ltd** copies of which were tabled at the meeting of the Owners Corporation approving this Common Property Rights By-law and is appended to the agenda of that meeting:
- (i) **Demolition Work**
- (a) Remove existing floor coverings
- (b) Remove entry wall on right side of entry door including existing cupboard as specified in the Structural Engineering Report and Drawings prepared by Strata Remedial Engineers Pty Ltd
- (c) Cut hole in kitchen wall between lounge room and remove short wall on left hand side of kitchen entry according to Structural Engineering Report and Drawings prepared by Strata Remedial Engineers Pty Ltd
- (d) Remove all joinery, fittings and fixtures as required.
- (e) Remove existing ensuite bathroom fixtures and fittings including, vanity, toilet, and shower door.
- (f) Remove main bathroom fixtures and fittings including, bath, vanity, toilet and wall mirror.

**(ii) Kitchen**

- (a) Install new kitchen joinery, fittings, fixtures and accessories, including cupboards, new sink, integrated dishwasher, integrated fridge freezer, oven and cooktop, range hood and marble benchtop.
- (b) Frame up (widen) kitchen wall to allow downlights over benchtop above
- (c) Install new kitchen floor tiles
- (d) Install new electrical outlets as marked on plans appended to agenda of meeting.
- (e) Extend spare electrical circuit power out to balcony for Air conditioning unit

**(iii) Dining Room**

- (a) Frame up new entryway divider screen with niche window at door opening
- (b) Relocate electrical outlet to base of cabinet on right hand side of dining room, including associated electrical works required
- (c) Install down lights LED in new wall and cabinets, including associated electrical works required
- (d) Fit new LED lights over entry way / hail area, including associated electrical works required

**(iv) Lounge Room**

- (a) Relocate ceiling light to centre of room and fit new light, including associated electrical works required
- (b) Install new Air conditioner internal unit above right hand side glass window

**(v) Hall**

- (a) Relocate ceiling lights to centre of hall - new LED lights, including associated electrical works required

**(vi) Main Bedroom**

- (a) Relocate new fan ceiling light to centre of room, including associated electrical works required
- (b) Relocate power points under main window, including associated electrical works required

**(vii) Guest Bedroom**

- (a) Relocate new fan ceiling light to centre of room, including associated electrical works required

**(viii) Main Bathroom**

- (a) Install dual showers & rail drain to existing drain
- (b) Install Glass divider wall and door dividing bathroom / shower area
- (c) Frame up back wall to allow lighted niche for soap tray
- (d) Install seat bench across back wall inside shower
- (e) Install new vanity and basin (large white) and wall mirror right of entry door
- (f) Tile floor and Tile walls to ceiling & tile ceiling inside shower area (epoxy grout) all walls, floor and ceiling
- (g) Install steam generator and install in shower wall mounted control screen
- (h) Install new bathroom lighting and extend false ceiling to shower wall
- (i) Waterproof bathroom floor, walls and ceiling in shower area
- (j) Install new toilet
- (k) Install underfloor heating
- (l) Install heated towel rack ladder
- (m) Relocate ceiling fire sensor over toilet (DEM to Upgrade to 67 model)
- (n) Relocate taps to suit new lay out drains where not touched

**(ix) Ensuite**

- (a) Install new Glass shower door
- (b) Re-tile bathroom floor and walls to ceiling
- (c) Waterproof bathroom
- (d) Install new vanity and mirror
- (e) Fit heated towel rack ladder inside left of door
- (f) Fit underfloor heating
- (g) Install new toilet
- (e) Install new lighting, including associated electrical works required
- (f) Install powerpoint at left end of vanity, including associated electrical works required

**(x) Laundry**

- (a) Install new bench L shaped around from basin
- (b) Install new basin cabinet
- (c) Relocate water heater from upper wall to below benchtop, including associated plumbing and electrical works required for connection
- (d) Mount drier on wall above bench

**(xi) Other:**

- (a) Upgrade Lot Electrical Switchboard with RCD earth leakage circuit breakers

(7) In this Common Property Rights By-law, unless the context otherwise requires:

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

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

**Grant of Special Privileges**

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

**CONDITIONS**

**Before undertaking Works**

**Planning, Approvals and Certificates**

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

(11) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

### **Specification of Works**

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

### **Carrying out the Works Hours of Works**

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

### **Compliance with Codes**

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

### **General Conditions**

- (16) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
  - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
  - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
  - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
  - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
  - (f) must only perform the Works when the door between the Lot and the common property is completely closed.

- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

#### **After Completion of the Works**

- (17) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (18) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

#### **Owner's Enduring Obligations Maintenance and Repair**

- (19) The Owner must, at the Owner's expense:
  - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
  - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (20) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

#### **Liability and Indemnity**

- (21) The Owner indemnifies the Owners Corporation against –
  - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works; and
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (22) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to

maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

#### **Repair of Damage**

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

#### **Breach of By-law**

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

#### **Costs of this By-Law**

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

### **3.6 Lot 21 Works**

#### **Purpose of By-law**

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

#### **Defined Terms and Interpretation**

- (2) "**Lot**" is lot 21 on the strata scheme.
- (3) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.4701.
- (4) "**Minor Renovations**" means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (5) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works or Minor Renovations.
- (6) "**Works**" means the alterations and additions, including any Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:

(i) **Bathroom**

- (a) Removing and replacing the floor and wall tiles in the bathroom on the Lot, including waterproofing as required.
- (b) Installing new bathroom fixtures, fittings and accessories, including associated plumbing works as required.
- (c) Replacing the false ceiling in the bathroom on the Lot and installing 3 LED down lights in the new false ceiling, including associated electrical works required.
- (d) Installing under floor heating and a heated towel rail in the bathroom, including associated electrical works required.

(ii) **Ensuite**

- (a) Removing and replacing the floor and wall tiles in the ensuite on the Lot, including waterproofing as required.
- (b) Installing new ensuite fixtures, fittings and accessories, including associated plumbing works as required.
- (c) Replacing the false ceiling in the bathroom on the Lot and installing 2 LED down lights in the new false ceiling, including associated electrical works required.
- (d) Installing under floor heating and a heated towel rail in the ensuite, including associated electrical works required.

(iii) **Laundry**

- (a) Retiling over the existing laundry floor tiles on the Lot.
- (b) Removing existing tub in laundry on Lot.
- (c) Repositioning the laundry taps, including associated plumbing works as required.
- (d) Installing multi head surface LEDs in laundry, including associated electrical works required

(iv) **Kitchen**

- (a) Removing the existing kitchen and installing new kitchen joinery, fixtures, fittings and accessories as required.
- (b) Undertaking minor plumbing works as required to install new kitchen fixtures and fittings.
- (c) Installing multi head surface LEDs in kitchen, including associated electrical works required.

(v) **Other Electrical**

- (a) Upgrade lot power board as needed.



- (b) Install additional general power outlets on the Lot as required.
  - (c) Install new ceiling lights in the bedrooms, lounge and dining room, including associated electrical works required.
- (vi) **Flooring**
- (a) Replacing the existing flooring throughout the Lot with floating timber flooring, including sound proof underlay as required.
- (7) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
  - (b) words importing the singular include the plural and visa versa;
  - (c) words importing a gender include any gender;
  - (d) words defined in the Act have the meaning given to them in the Act; and
  - (e) references to legislation includes references to amending and replacing legislation.
- (8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

#### **Grant of Special Privileges**

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

#### **CONDITIONS**

##### **Before undertaking Works Planning, Approvals and Certificates**

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

##### **Specification of Works**

- (12) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works;
  - (b) details of the contractor performing the Works; and

- (c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

#### **Carrying out the Works Hours of Works**

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

#### **Compliance with Codes**

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

#### **General Conditions**

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

### **After Completion of the Works**

- (17) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (18) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

### **Owner's Enduring Obligations Maintenance and Repair**

- (19) The Owner must, at the Owner's expense:
  - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
  - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (20) If the Owner removes the Works or any part of the Works made under this by- law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

### **Liability and Indemnity**

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

### **Repair of Damage**

- (23) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (24) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required

under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

#### **Breach of By-law**

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

#### **Costs of this By-Law**

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

### **3.7 Lot 4 - Renovations**

The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 4 (unit 4) ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

1. That the owner of lot 4 (unit 4) ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Removal of entry wall or part wall on right side of entry door including existing cupboard;
  - (b) Removal of door between sitting room and entry wall;
  - (c) Removal of three quarter height wall in main bathroom;
  - (d) Removal and replacement of all laundry tiles, hot water heater, fixtures and fittings;
  - (e) Removal and replacement of all ensuite and main bathroom tiles, fixtures and fittings;

In accordance with the description of works dated 6 June 2018, main bathroom, ensuite and laundry drawings and specifications of John Vella, and a letter from Strata Remedial dated 6 July 2018 (9 pages in total), and copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and

  - (f) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraphs (a) to (e).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

4. In this schedule:
- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 4 (unit 4);
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;
    - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
    - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.
5. The terms of clauses 5 to 14 inclusive of Schedule 2 to by-law 2.6 is adopted into this by-law as if those terms were reproduced in full in this by-law.

### **3.8 Lot 10 Works**

#### **A. Purpose of By-law**

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law and the provisions of *By-law 2.6 (Renovations)* registered and applicable to all lot owners on the scheme.

**B. Defined Terms and Interpretation**

- (2) “**Act**” is the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” is lot 10 on the strata scheme.
- (4) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no.4701.
- (5) “**Cosmetic Works**” means aesthetic works as defined in section 109 of the Act and as specified in *By-law 2.6 (Renovations)*.
- (6) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and as specified in the definition “Minor Renovations” in *By-law 2.6 (Renovations)*.
- (7) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- (8) “**Works**” means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below and as specified in the *Marked Floor Plans and Layout Plans* prepared by the Owner and *Structural Engineer Letter* prepared by *Structural Remedial Engineers Pty Ltd* attached to this by-law as “**Annexure A**”:

**i. Demolition Work**

- (a) Isolate fire services in Lot before any work commence
- (b) Temporarily disconnect/ cap off all plumbing lines at existing plumbing fixtures
- (c) Temporarily disconnect/ cap off all electrical services
- (d) Remove all fixtures and appliances in bathroom, laundry and kitchen
- (e) Remove shower wall and tiles in bathroom
- (f) Remove tiles in laundry
- (g) Remove any existing joinery
- (h) Remove all internal doors
- (i) Remove carpet and skirtings

**ii. Preparation before renovation**

- (a) Upgrade switch board on level 4 and supply extra power from service riser on that level into Lot via fire stair wall penetrating through into the kitchen by undertaking the following work:
  - i. Upgrade current switchboard with new circuit breakers. Three new power circuit, which will be fire rated cables and conduit. (These cables are for A/C, cooktop and oven)
  - ii. Penetration on fire stairs will have a fire rated caulking to ensure fire safety is comply under the Australia Standards.
- (b) Relocate existing water tank from the living room into the laundry

**iii. Living Room**

- (a) Undertake electrical preparation work, including:
  - i. Chasing floor and wall to relocation existing switches and GPOs
  - ii. Install additional GPOs
  - iii. Relocate Intercom system inside the kitchen
- (b) Relocate or adjust height of any existing fire services with fire consultant
- (c) Install furring channel on ceiling for bulkhead
- (d) Undertake additional electrical work to provide downlight via bulk head
- (e) Patch wall for initial painting work
- (f) Install air-conditioning unit in dining area
- (g) Install underlay and timber flooring
- (h) Install joinery along northern wall
- (i) Install skirtings
- (j) Replace new door hardware
- (k) Install electrical fixtures and fittings, and reinstate fire services

**iv. Balcony/ External Air-conditioning Unit Connection**

- (a) Penetration on eastern balcony wall to allow cable access via kitchen into living room for air-conditioning unit.
- (b) Install condenser unit and pipe work to connect air-conditioning unit in living room
- (c) Patch and paint penetration
- (d) Channel cover will be installed around the air-conditioning pipe or any services line for protection

**v. Hallway**

- (a) Undertake electrical preparation work, including:
  - i. Chasing floor and wall to relocation existing switches and GPOs
  - ii. Installation of additional GPOs
- (b) Relocate or adjust height of any existing fire services with fire consultant
- (c) Install furring channel for bulkhead
- (d) Undertake additional electrical work to provide downlight from bulkhead
- (e) Patch wall for initial painting work
- (f) Install underlay and timber flooring
- (g) Install joinery
- (h) Install skirtings
- (i) Install electrical fixtures and fittings, and reinstate fire services for testing

**vi. Kitchen**

- (a) Undertake services preparation work, including:
  - i. Running new line from service riser on level 4 will be contacted on Lot switch board
  - ii. Chasing wall to relocation existing switches and GPOs
  - iii. Install additional GPOs
  - iv. Rough in and cap off all plumbing services. Plumbing services remain at the same location
- (b) Connect power pipe work for A/C via south-western and western wall to living room
- (c) Patch wall for initial painting work on ceiling and small area above window
- (d) Install underlay and timber flooring
- (e) Install joinery carcasses
- (f) Install splash back and grouting

- (g) Install remaining joinery panels and items
- (h) Install benchtop, fixtures and fittings
- (i) Install all appliances
- (j) Fit off kickboards
- (k) Install sliding door
- (l) Install electrical fixtures and fittings, and reinstate fire services

**vii. Bathrooms**

- (a) Undertake services preparation work, including:
  - i. Chasing wall to relocation existing switches and GPOs
  - ii. Install additional GPOs
  - iii. Plumber to rough in and cap off all services. Sink and toilet services remain at the same location
  - iv. Relocate bath and shower services onto southern wall
- (b) Relocate or adjust height of any existing fire services with fire consultant
- (c) Install bulkhead
- (d) Install small stud on the northern wall cavity for an in-wall toilet system
- (e) Patch wall for initial painting work
- (f) Screed and prime floor to comply with BCA & Australian Standards for fall requirement into existing floor waste
- (g) Undertake waterproofing all wet areas to comply with BCA & Australian Standards requirement
- (h) Undertake tiling work
- (i) Install bath tub, and any provisional items for toilet and sink mixer
- (j) Install joinery carcasses
- (k) Grout & caulk
- (l) Install remaining joinery panels, all bathroom, and plumbing fixtures and fittings
- (m) Install shower screen
- (n) Replace new frosted window
- (o) Install door and hardware
- (p) Install electrical fixtures and fittings, and reinstate fire services for testing

**viii. Laundry**

- (a) Undertake services preparation work, including:
  - i. Chasing wall to relocation existing switches and GPOs
  - ii. Install additional GPOs
  - iii. Plumber to rough in and cap off all services. Plumbing services will remain on the same wall however height will be slightly adjusted
- (b) Relocate or adjust height of any existing fire services with fire consultant
- (c) Patch wall for initial painting work
- (d) Screed and prime floor to comply with BCA & Australian Standards for fall requirement into existing floor waste
- (e) Undertake waterproofing all wet areas to comply with BCA & Australian Standards requirement
- (f) Undertake tiling work
- (g) Install joinery carcasses
- (h) Install bench top and sink
- (i) Grouting & caulking
- (j) Install remaining joinery work and all plumbing fixtures and fittings
- (k) Install appliances, and testing
- (l) Install door and hardware



- (m) Install electrical fixtures and fittings, and reinstate fire services for testing

**ix. Bedrooms**

- (a) Undertake electrical preparation work, including:
  - i. Chasing wall to relocation existing switches and GPOs
  - ii. Installing additional GPOs
- (b) Relocate or adjust height of any existing fire services with fire consultant
- (c) Patch wall for initial painting work
- (d) Installation of joinery
- (e) Install underlay and timber flooring
- (f) Install skirtings
- (g) Install doors and hardware
- (h) Install electrical fixtures and fittings, and reinstate fire services for testing

**x. Garage**

- (a) Chase wall to relocation existing switches and GPOs
- (b) Replace new electrical garage rolling door (brand and colour will be matched to existing door)
- (c) Installation of small shelving on side of the wall, and a free-standing shelving rack will (to be install at the back of the garage)

- (9) In this Common Property Rights By-law, unless the context otherwise requires:

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

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

**C. Grant of Special Privileges**

- (11) On the conditions set out in this Common Property Rights By-law and the conditions specified in *By-law 2.6 (Renovations)*, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

- (12) The Owner must comply with all conditions applicable in *By-law 2.6 (Renovations)* with respect of the Works undertaken under this by-law, including, but not limited to, the provisions in respect of Cosmetic Works, Minor Renovations, Major Renovations, Breach of this By-law, Schedule of Minor Renovations and Major Renovations

- (13) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:

- (a) a certificate from a waterproofing expert approved by the Owners Corporation, providing a warranty for the waterproofing works undertaken, such certification to be in favour of the Owners Corporation.
- (b) any other document reasonably required by the Owners Corporation in respect of the Works to be undertaken.

**D. Owner's Enduring Obligations**

- (14) No matter if *By-law 2.6 (Renovations)* is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Works undertaken pursuant to this By-law.
- (15) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (16) The Owner indemnifies the Owners Corporation against –
  - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works; and
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (17) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

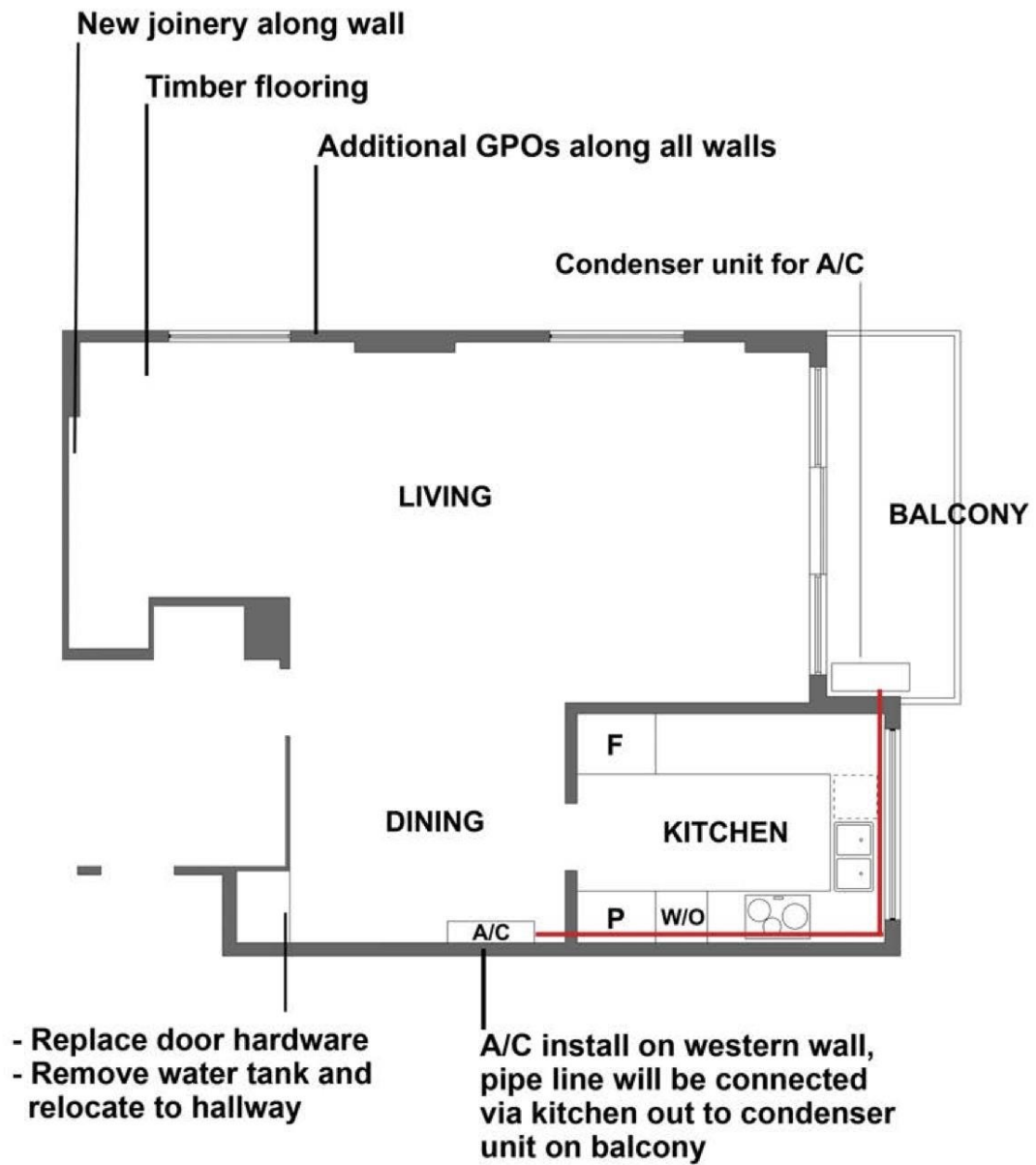
**E. Breach of By-law**

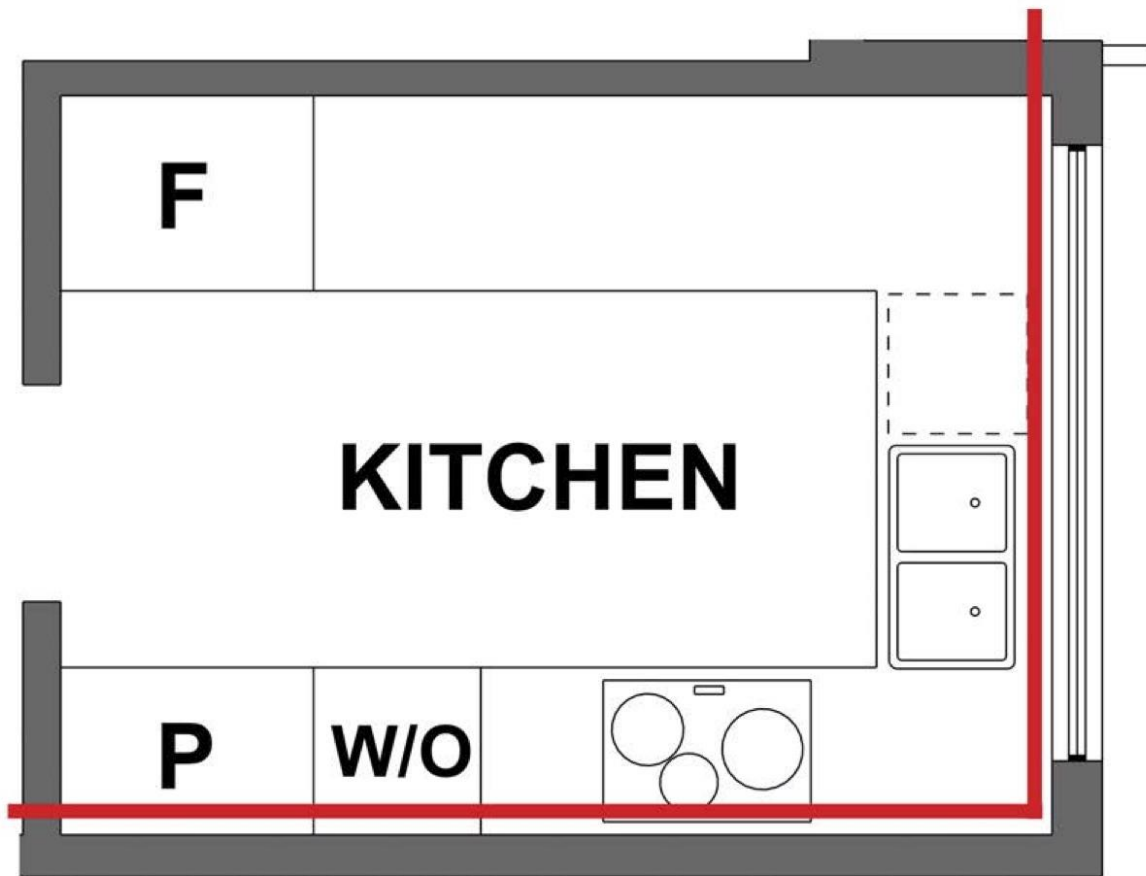
- (18) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law and / or *By-law 2.6 (Renovations)*, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

**F. Costs of this By-Law**

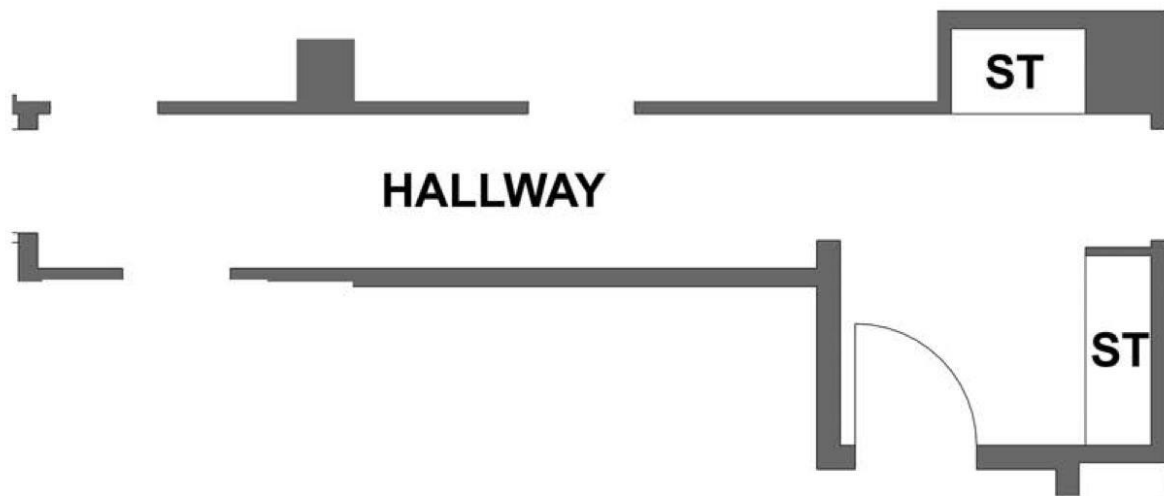
- (19) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law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

Annexure A

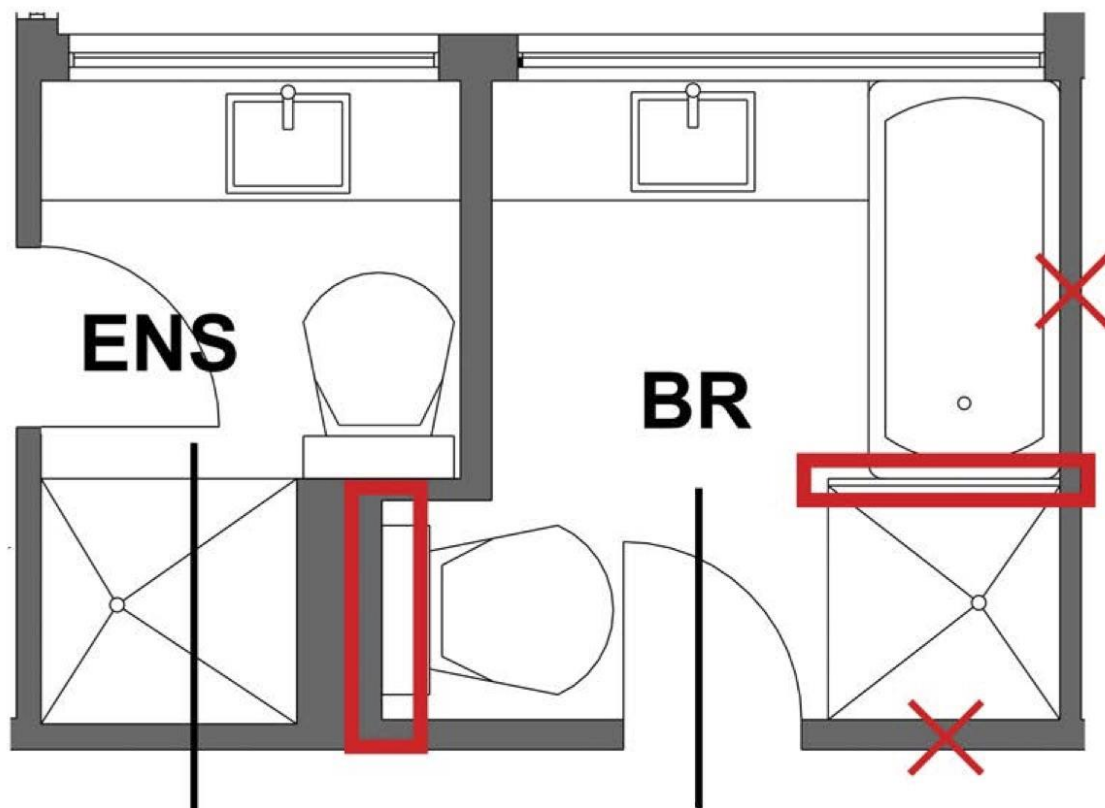




- Condenser pipe work will follow the red line into living room
- New joinery
- Timber flooring
- New GPOs
- Relocating some existing GPOs
- New power line will be connected into kitchen switchboard from level 4 service riser

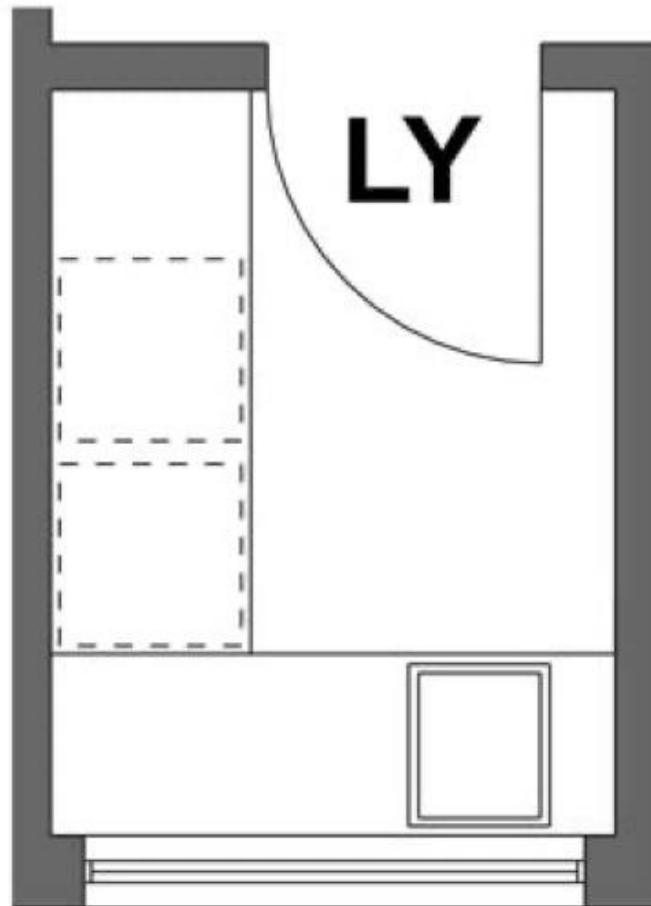


- Painting work
- New joinery
- Additional GPOs along walls
- Install new lighting on ceiling

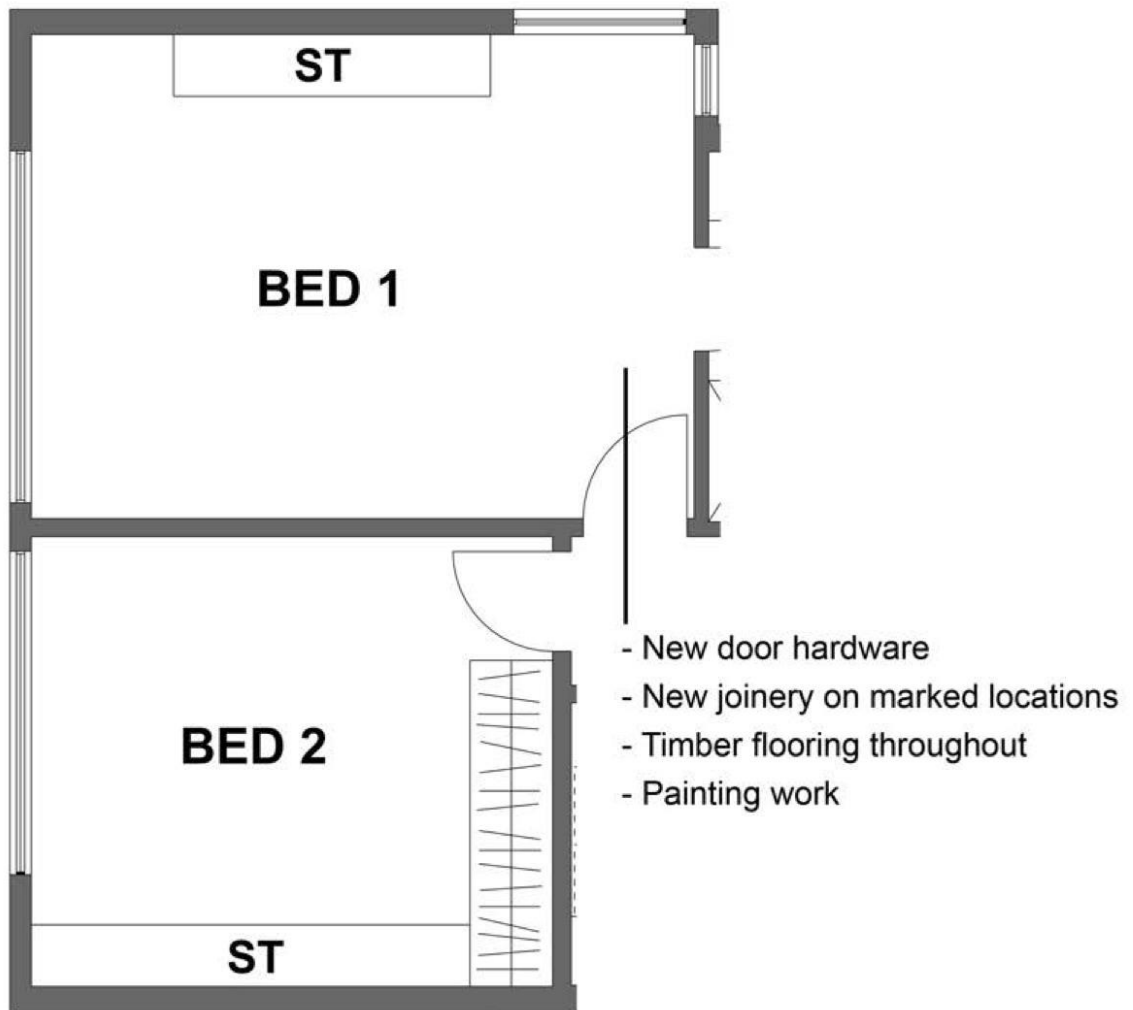


- Internal wall in bathroom will be removed, and shower screen will be installed
- Shower services will be relocated to X location
- New joinery
- Tiling and painting work
- Stud wall will be installed to an in-wall system
- New door hardware
- Bulkhead will be installed

- New joinery
- Bulkhead will be installed
- New door hardware
- Tiling and painting work
- All services remaining at the same location
- Replacing new frosted window on above sinks



- Tiling and painting work
- Hydraulic services height will be adjusted to accommodate joinery
- New door hardware
- New joinery
- Installing new water tank





15 May 2020

Mr Alan Chang  
10/ 74-76 Upper Pitt Street  
KIRRIBILLI NSW 2061



ABN: 69162731937  
Email: info@srengineers.com.au  
Web: www.srengineers.com.au  
PO Box 1237, Menai Central NSW 2234  
Mob: 0400 009 524

Dear Sir,

**Re: Strata Plan 4701  
74-76 Upper Pitt Street, Kirribilli  
Unit 10 Air Conditioning Installation**

Further to your request, the above-mentioned property was inspected on the 8<sup>th</sup> May, 2020 in conjunction with yourself to inspect the proposed alterations within your Unit.

We understand that it is proposed to install an Air Conditioner in the Unit and that a hole is required to be drilled through the external wall of the building. The position of the hole is shown on your marked-up photograph sent to us via email on the 15<sup>th</sup> May, 2020. The hole is located in the uppermost section of the western end balcony brickwork cavity wall and we confirm this is acceptable and will not affect the structural integrity of the building. The penetration through the brickwork needs to be completely sealed with flexible sealant prior to installing the trunking over the top.

Your installer will be responsible for identifying any services such as electrical or plumbing in the area of the works and ensuring they are not damaged during the installation.

We advise that the overflow pipe from the external unit placed on the balcony needs to be plumbed into the vertical downpipe (specifically installed for AC overflow) directly to the western end of the balcony.

We trust this report meets your current requirements. Please do not hesitate to contact the undersigned if you wish to discuss the matter further.

Yours Sincerely,  
**STRATA REMEDIAL ENGINEERS PTY LTD**

A handwritten signature in black ink, appearing to read "David Wright", written over a light blue horizontal line.

**DAVID A. WRIGHT**  
Director  
Enc: Marked-up Photograph (1 page)

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