



STRATA PLAN NO. 67386

CONSOLIDATION OF BY-LAWS

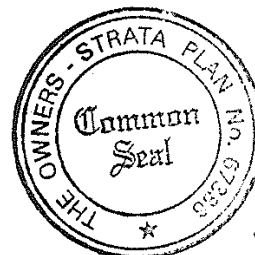
ANNEXURE "A"

The seal of The Owners - Strata Plan No. 67386 was affixed on 27 APRIL, 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: 

Name(s): Peter (Pete) Domazetovskiy

Authority: STRATA MANAGING AGENT



Nick Stephanta
N.S.
Strata Manager

TABLE OF CONTENTS

Consolidation of By-Laws for Strata Plan 67386	4
1 Dictionary.....	4
2 City Quarter and the Community Management Statement	5
3 How Do these By-Laws Work?.....	6
4 Your Rights and Obligations.....	6
5 Carparking Spaces	6
6 Using the Car Wash Bay	7
7 Restricted Common Property	7
8 Agreements made by the Community Association.....	8
9 Agreement with the Site Manager	9
10 The Site Manager and You.....	10
11 Use	11
12 Exclusive Use Area	11
ADDITIONAL BY-LAWS.....	11
Special By-Law No. 1	11
Special By-Law No. 2	14
Special By-Law No. 3 – Electronic Service of Documents.....	17
Special By-Law No. 4 – Authorisation of Building Works in Lot 11.....	18
Special By-Law No. 5 – By-Law and Renovations Lot 72 (Dealing AR561744).....	21
Special By-Law No. 6 – Moving Procedures.....	24
Special By-Law No. 7 – Renovations (Repealed and Replaced).....	29
Special By-Law No. 8 – Works to Lot 20.....	40
Special By-Law No. 9 – Authorisation of Building Works Lot 49.....	47
Special By-Law No. 10 – Authorisation of Building Works in Lot 40.....	50
Special By-Law No. 11– Authorisation of Building Works in Lot 21.....	57
Special By-Law No. 12 – Authorisation of Building Works Lot 73.....	65
Special By-Law No. 13 – Authorisation of Building Works Lot 87 (Dealing AR561744).....	68

P.K. 27/4/22
PETER (Pete) DOMAZETOVSKI
STRATA MANAGING AGENT



Nick Stephensen
N.S.
Strata Manager

Consolidation of By-Laws for Strata Plan 67386

Model By-Laws

1 Dictionary

1.1 The by-laws use specialised words and expressions. This by-law explains what they mean. Words and expressions not explained have the same meaning as they do in the Act.

1.2 In the by-laws:

Act is the *Strata Schemes Management Act 1996* (NSW).

Architectural Code is the architectural and landscape code in the Community Management Statement.

By-laws are the by-laws in force for Etage.

Common Property is:

- (a) common property in Etage; and
- (b) personal property of the Owners Corporation.

Common Property does not include:

- (c) Common Property which an owner must maintain under an exclusive use or special privilege by-law; or
- (d) Restricted Common Property.

Community Management Statement is the community management statement for City Quarter.

lot is a lot in Etage.

owner is an occupier, lessee or licensee of a lot in Etage.

owner is:

- (a) the owner for the time being of a lot in Etage;
- (b) if a lot is subdivided or resubdivided, the owners from the time being of the new lots;
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) or the lot(s) benefiting from the by-law; and

- (d) the mortgagee in possession of a lot.

Owners Corporation is the owners corporation for Etage.

Restricted Common Property is:

- (a) all open space Common Property areas outside buildings in Etage;
- (b) all Common Property off street service areas; and
- (c) the Common Property garbage rooms designated "garbage room" on the strata plan.

Site Manager is the person appointed by Owners Corporation under by-law 9.

City Quarter is community scheme number 270241.

Etage is the strata scheme created on registration of the strata plan accompanying these by-laws.

you is an owner or occupier of a lot in Etage.

Interpreting the by-laws

1.3 In the by-laws a reference to:

- (a) a thing that includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

1.4 The singular includes the plural and vice versa.

1.5 Headings do not affect the interpretation of the by-laws.

2 City Quarter and the Community Management Statement

Community scheme

2.1 City Quarter is a community scheme. The Community Association is the primary management body for City Quarter, exercising control over the entire development.

2.2 The members of the Community Association are:

- (a) each owners corporation (including your Owners Corporation); and
- (b) each owner of a community development lot or a stratum lot (ie a lot that has not been subdivided by a strata plan).

Community Management Statement

2.3 The Community Management Statement is an essential document for the management and operation of City Quarter. It explains the rights and obligation of the Community Association, owners corporations and owners and occupiers of lots in City Quarter.

2.4 Nothing in these by-laws gives you or your Owners Corporation consent to do something that is prohibited or regulated by the Community Management Statement.

2.5 The Community Association, owners corporations and the owners and occupiers of lots in City Quarter must comply with the Community Management Statement.

Architectural Code

2.6 The Architectural Code for City Quarter is in the Community Management Statement. The purpose of the Architectural Code is to ensure that City Quarter is to protect the architectural and landscape integrity of City Quarter.

2.7 You and the Owners Corporation must comply with the Architectural Code.

3 How Do these By-Laws Work?

3.1 These by-laws are about local issues which affect Etage.

3.2 You must comply with these by-laws if you are the owner or occupier of a lot in Etage. The Owners Corporation must also comply with these by-laws.

4 Your Rights and Obligations

Most of your rights and obligations are explained in the Community Management Statement. In particular:

- (a) part 2 of the Community Management Statement explains the Architectural Code for City Quarter and the consent process for doing building works; and
- (b) part 3 of the Community Management Statement explains your obligations in relation to your lot and City Quarter generally.

5 Carparking Spaces

5.1 This by-law applies to carparking spaces that are part lots, utility lots or exclusive use areas.

5.2 You may only use your carparking space for the parking of registered and operational motor vehicles, motor cycles or trailers.

5.3 You must not use your carparking space for any other purpose including, without limitation:

- (a) as a storage area;
- (b) for the washing of vehicles and equipment;
- (c) for the carrying out of mechanical or other repairs; or
- (d) to park boats, caravans and trailers.

5.4 The Owners Corporation is not responsible for:

- (a) anything stolen from a parking space; or
- (b) damage to a motor vehicle or anything else kept in a parking space (including damage to a vehicle entering or leaving the parking space).

6 Using the Car Wash Bay

6.1 You may use the designated Common Property carwash bays in the Scheme:

- (a) by prior arrangement with the Owners Corporation; and
- (b) during the hours nominated by the Owners Corporation.

7 Restricted Common Property

Exclusive use and special privileges

7.1 According to by-law 64 in the Community Management Statement, the Owners Corporation grants the Community Association:

- (a) exclusive use of Restricted Common Property; and
- (b) a special privilege to control, manage, operate, maintain and replace Restricted Common Property.

Rights and obligations of the Community Association

7.2 The Community Association must:

- (a) control, manage, operate, maintain and replace Restricted Common Property according to this by-law;

- (b) have consent from the Owners Corporation before it replaces Restricted Common Property;
- (c) repair damage to Restricted Common Property caused by exercising rights or complying with obligations under this by-law;
- (d) repair damage to the property of an owner or occupier caused by exercising rights or complying with obligations under this by law;
- (e) be responsible for the costs of the Restricted Common Property, according to the Community Land Management Act 1989; and
- (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

7.3 The Community association may make agreements with other persons (eg the Site Manager) to exercise its rights or functions under this by-law

Obligations of the Owners Corporation

7.4 Under by-law 64 of the Community Management Statement, Restricted Common Property is available for use by:

- (a) owners and occupiers of lots in Etage; and
- (b) owners and occupiers of lots in other strata schemes in City Quarter.

7.5 The Owners Corporation must ensure that:

- (a) Restricted Common Property is available for use according to by-law 8.4 and by-law 64 of the Community Management Statement; and
- (b) The Community Associations has access to Restricted Common Property so that the Community Association may comply with its obligations under the *Community Land Management Act 1989 (NSW)* and the Community Management Statement.

8 Agreements made by the Community Association

8.1 Under by-laws 44 and 46 of the Community Management Statement, the Community Association has the power to make agreements on behalf of the Owners Corporation:

- (a) For the management, operation and maintenance of Restricted Common Property and Common Property;
- (b) For the provisions of services and amenities; and
- (c) With a site manager to provide for management, maintenance and operational services for City Quarter and, in particular, for Restricted Common Property.

8.2 The Owners Corporation must:

- (a) Ratify all agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement (providing those agreements are consistent with the terms and objectives of those by-laws) and;
- (b) Terminate any agreement it makes for the provision of any services if the Community Association makes an agreement on behalf of the Owners Corporation to provide those services under by-laws 44, 45 or 46 of the Community Management Statement.

8.3 The Owners Corporation may enter into a deed with the community Association to confirm its ratification of agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management statement.

8.4 The Owners Corporation must not enter into an agreement for the provision of any services if those services are provided under an agreement made by the Community Association on behalf of the Owners Corporation according to by-laws 44, 45 or 46 of the Community Management Statement.

9 Agreement with the Site Manager

Purpose of the Agreement

9.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Site Manager to provide management and operational services for Etag.

9.2 This by-law and the appointment of a Site Manager by the Owners Corporation are subject to:

- (a) by-law 9; and
- (b) by-law 45 in the Community Management Statement

Terms of the agreement

9.3 The term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about:

- (a) the rights of the Owners Corporation and the Site Manager to terminate the agreement early; and
- (b) the rights of the Site Manager to assign the agreement.

9.4 The remuneration of the Site Manager for the duration of the agreement may be at the discretion of the Owners Corporation

9.5 The duties of the Site Manager may include:

- (a) caretaking, cleaning and providing security services for the Common Property
- (b) supervising and servicing Common Property;
- (c) supervising the security, cleaning, repair, maintenance, renewal or replacement Common Property;
- (d) supervising the use of Common Property parking areas and driveways.
- (e) providing services to the Owners Corporation, owners and occupiers;
- (f) operating the security key system for Etage;
- (g) supervising, controlling and regulating employees and contractors of the Owners Corporation
- (h) Supervising Etage generally; and
- (i) doing anything else that the Owner Corporation agrees is beneficial to or necessary for the operation and management of Etage or the owners.

9.6 The Owners Corporation may grant the Site Manager the sole right to enter into an agreement with the owners corporation to provide any services contemplated by this by-law and any ancillary services.

9.7 The Owners Corporation must have the Site Manager's consent to have more than one agreement under this by-law at the same time.

9.8 The agreement with the Site Manager may permit the Site Manager to make arrangements with third parties to exercise its rights and duties.

9.9 The Owners Corporation may not enter into an agreement that permits the Site Manager (or any other person) to conduct a serviced apartment scheme in City Quarter.

10 The Site Manager and You

You must not:

- (a) interfere with or stop the Site Manager performing its duties; or
- (b) interfere with or stop the Site Manager using common property that the Owners Corporation allows the Site Manager to use.

11 Use

You must use your lot for residential purposes only or such other purpose as permitted under a development approval issued by the appropriate authority.

12 Exclusive Use Area

- 12.1 The owner of lot 18 from time to time shall have the exclusive use of the exclusive use area marked (a) on the basement level 1 as shown on the plan attached to these by-laws.
- 12.2 The owners of lot 18 is responsible for the cleaning of their exclusive use area keep it clean and tidy condition.
- 12.3 The owners of lot 18 is responsible for the repairing any damage to their exclusive use area caused by the owner or an occupier or their employees, contractors or invitees.
- 12.4 The Owners Corporation is otherwise responsible for the maintenance of the exclusive use area and for keeping it in a state of serviceable repair.

ADDITIONAL BY-LAWS

Special By-Law No. 1

(a) Definitions

- (i) In this by-law, unless the content indicates otherwise, the following terms and expressions are defined to mean:
- (A) "Act" means the Strata Schemes Management Act 1996;
- (B) "Adjacent Common Property" means that part of the common property of the strata plan which is within 10cm of the Air Conditioner as defined herein;
- (C) "Air Conditioner" means, in respect of the Lot, the air conditioner servicing the Lot including condenser/compressor, pipes, cables and ducts whereby:
- (aa) the condenser/compressor is to be located in the position specified in the Schedule;
- (bb) in the case of a split system air conditioner, the indoor unit is to be located in the position specified in the Schedule;

- (D) "Lot" means the Lot number specified in the schedule;
 - (E) "Owner" means the owner for the time being of a Lot;
 - (F) "Works" means all or any maintenance, repair, renew or replacement the Owner undertakes in respect of the Air Conditioner;
- (ii) Where any terms are used in the bylaw are defined in the Act they will have the same meanings as those words have in the Act;

(a) **RIGHTS AND CONDITIONS**

The Owner is conferred with the special privilege in respect of the common property to install the Air Conditioner,

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(i) **LICENSED CONTRACTOR**

The Owner shall undertake the installation of the Air Conditioner by a contractor who is duly licensed according to the provisions of the Building Services Corporation Act 1989 (NSW);

(ii) **INSTALLATION TIMES**

The Owner shall install the Air Conditioner so as to cause minimum disturbance and inconvenience to other residents of the Strata Scheme and only between the hours of 8.00am and 5.00pm.

(iii) **AIR CONDITIONING MAINTENANCE**

The Owner shall maintain the Air Conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever considered reasonable necessary by the owners corporation;

(iv) **COMMON PROPERTY MAINTENANCE**

The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the Adjacent Common Property;

(v) **RUN-OFF**

The Owner shall dispose of any condensation and run-off from the Air Conditioner, so as not to cause nuisance to any person or damage to the common property;

(vi) **NOISE**

The Owner must not operate the Air Conditioner or allow it to be operated:

(AA) if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation; or

(BB) in such a manner that it emits noise that can be heard within a habitable room in any other lot (regardless of whether any door or window to that room is open):

(a) before 8 am or after 10 pm on any Saturday, Sunday or public holiday, or

(b) before 7 am or after 10 pm on any other day;

(vii) **DAMAGES**

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this bylaw;

(viii) **INDEMNIFY OWNERS CORPORATION**

The Owner shall keep the owners corporation indemnified against:

(A) any claims made against or expenses incurred by the owners corporation and arising out of or caused by the Works, or the use or maintenance of the Air Conditioner; and

(B) any liability for damage to the Air Conditioner caused by the owners corporation in undertaking any work referred to in s65 of the Act or in exercising the power of entry conferred by that section;

(ix) **BY-LAW BREACH**

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law No. 2

On the conditions set out in this by-law, the owner for the time being of Lot 40 ("the owner") shall have a special privilege in respect of the common property to undertake and to maintain the following alterations and additions, in accordance with the sketches which form exhibits to the minutes of meeting at which this by-law is made:

- i. The installation of timber flooring upon the terrace of the lot, after removal by the owner of the grey paving tiles;
- ii. The installation of fixed cupboards and a sink adjacent to the end and side walls of the terrace, the cupboards to be of neutral colour so as to match the internal cupboards and the wood flooring, and having a workbench of cream coloured stone.

In this by-law, the undertaking of these alterations and additions is referred to as "the works".

Conditions:

Before the Works

1. Before starting the works, the owner must provide the Owners Corporation with the following:
 - i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes if required;
 - ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979 if required;
 - iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;
 - iv) evidence of the builder's qualifications, licence and insurances;
 - v) without limiting the generality of condition i.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 a minimum of \$10,000,000); and
 - vi) details prepared by a duly qualified engineer, and certified by him in favour of the Owners Corporation as appropriate, of the manner in which the tiles are to be removed, the timber flooring installed and the sink and related plumbing and drainage installed so as to:
 - (a) protect the facilities for drainage from the terrace, including any waterproofing membrane and flashings; and
 - (b) retain the sand beneath the paving tiles which are to remain upon the terrace; and
 - (c) ensure that the works do not jeopardise the fire safety or the waterproofing of any part of the building.
2. The Owners Corporation may engage an independent structural engineer to assess and review the plans and specifications for the works. The owner must pay the independent structural engineer's fees on demand.

The Works

3. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - i) use best-quality and appropriate materials, in a proper and skillful 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) 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;
 - v) comply with the requirements of the independent structural engineer referred to in condition 2;
 - vi) ensure that any works involving the use of jack hammers, masonry drills or other noisy work is undertaken between the hours of 8am and 4pm on weekdays (other than public holidays);
 - 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) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
 - ix) comply with any reasonable requirement of the Owners Corporation concerning storage of materials and debris;
 - x) carry out the works between 7:30am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
 - xi) subject to any extension necessitated by reasons beyond his control ensure the works are completed within one month of their commencement.
4. The owner may not make any changes to the plans and details of the works as approved in this by-law without the prior written consent of the Owners Corporation and; if required by law, the local Council.

After the Works

5. Within one month after completion of the works, the owner must give the Owners Corporation:
 - (a) a copy of a compliance certificate for the works, if required under Part 4A of the Environmental Planning & Assessment Act 1979;
 - (b) plans identifying the location of the altered plumbing and electrical services, as installed.
6. Notwithstanding any to the contrary in this by-law:

- (a) the owner must ensure that the timber flooring does not permit the transmission from it of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
- (b) the owner must ensure that the flooring, cupboards, sink and barbecue (when installed), when viewed from the outside of the lot, are in keeping with the rest of the building, and the owner and occupier of the lot stores within the cupboards all garbage bins and other items of personal property which can appropriately be stored in cupboards.

Repair & Maintenance

- 7. 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.
- 8. The owner must maintain the improvements installed in the course of the works (including fixtures and fittings installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- 9. The owner must maintain, repair and replace any waterproofing membrane beneath the timber flooring, and related floorings, as necessary.

Damage

- 10. 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

- 11. The owner must indemnify the Owners Corporation against:-
 - i) all costs of reviewing or supervising the works (including the costs of any consultants retained by the Owners Corporation for this purpose);
 - ii) 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.

For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Insurance

- 12. The owner must apply to the proceeds of a claim in respect of insurance referred to in condition I .iii) to the repair and completion of the works, or to reimbursement for their prior repair or completion.
- 13. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in condition I iii) and v).

14. The owner appoints the Owners Corporation its attorney for the purposes of conditions 12 and 13, and at the request of the Owners Corporation will do any act required to give effect to its authority

Costs

15. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law, including (without limitation) consultant's fees.

Special By-Law No. 3 – Electronic Service of Documents

1. For the purposes of this by-law:
 - 1.1. "Act" means the *Strata Schemes Management Act 1996* as amended from time to time;
 - 1.2. "Lot" means a lot in the Strata Plan;
 - 1.3. "Owner" means the registered proprietor of a Lot from time to time;
 - 1.4. "Owners Corporation" means The Owners- Strata Plan No. 67386;
 - 1.5. "Strata Plan" means the plan registered as Strata Plan No. 67386.
2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. This by-law applies to the service of a notice or other document by the Owners Corporation, including but not limited to the notice or minutes of a general meeting of the Owners Corporation.
5. A document or notice may be served on an Owner by electronic means by sending it to an email address given by the Owner in writing to the Owners Corporation for the service of documents.
6. A document or notice served by electronic means is taken to be served on the business day after it is sent, unless the sender receives notice before then that the email has not reached or was not deliverable to the recipient, including but not limited to automatically generated "undeliverable" and "bounce back" messages, but not including "out of office" replies.
7. If a document or notice is not served by electronic means, it must be served in another manner authorised by the Act or by the by-laws of the Strata Plan for the service of documents.

Special By-Law No. 4 – Authorisation of Building Works in Lot 11

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 11 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) the removal of all floor coverings in the bedroom, hallway, dining/lounge room and kitchen;
- (b) the removal of skirting boards in the master bedroom and dining/lounge room;
- (c) the removal of existing fixtures and fittings in the kitchen including appliances and cabinetry;
- (d) the removal of existing fixtures and fittings in the bathroom and laundry closet including floor and wall tiles;
- (e) the replacement of power outlets in the kitchen, bathroom and laundry closet and all electrical works incidental thereto;
- (f) the installation of a new waterproof membrane and new fixtures and fittings in the bathroom including floor and wall tiles, shower screen, bath, toilet, vanity and tapware and all plumbing works incidental thereto;
- (g) the installation of a new water proof membrane in the laundry and fixtures and fittings including floor and wall tiles, a polyurethane laundry cabinet, a drop in stainless steel tub fitted with flick mixer tapware and suds bypass, a wall mounted washing machine and all plumbing works incidental thereto;
- (h) the installation of new fixtures and fittings in the kitchen including polyurethane cabinetry, stone bench tops, steel under mount sink, flick mixer tapware, appliances and a new dishwasher connection and all plumbing works incidental thereto;
- (i) the replacements of bathroom and kitchen walls using dry plaster; and
- (j) the installation of a new floating timber floor in the bedrooms, hallway, dining room, kitchen and living room on quality acoustic underlay.

2. Definitions

For the purposes of this by-law:

"Council" means City of Sydney Council;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$20,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;
- (g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs; and
- (j) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within five months of their commencement.

3.3 Completion of Works

If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special By-Law No. 5 – By-Law and Renovations Lot 72 (Dealing AR561744)

**PART I
DEFINITIONS AND
INTERPRETATION**

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

- 1 "Authority" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot
- 2 "insurance" means:
 - a. Contractors all risk insurance in the sum of \$10,000,000.00 in the joint names of the Owner and the Owners Corporation;
 - b. Insurance required under the Home Building Act 1989 in the joint names of the Owner and the Owners Corporation; and
 - c. Workers Compensation Insurance
- 3 "Lot" means Lot 72 in Strata Plan 67386
- 4 "Owner" means the owner from time to time of the Lot
- 5 "Owners Corporation" means the owners corporation created by registration of Strata Plan 67386

- 6 "Works" means:
- a. Renovation of the 2 bathrooms which will incorporate waterproofing works to the walls, removal of tiles and fixtures and installation of new tiles, re-location of fixtures and plumbing - but not to the existing plumbing services located within the walls and floor of the Lot.
 - b. Renovation of the kitchen incorporating new cupboards, benchtops, sink and appliances
 - c. Installation of Downlights to the ceiling of the Lot
 - d. Removal of the existing carpet to the 2 bedrooms and installation of new timber flooring
 - e. Removal of the existing built-in wardrobes and installation of new built-in wardrobes

More particularly described in the drawings annexed hereto

In this by-law, unless the context otherwise requires, a word which denotes:

- 1 the singular includes the plural and vice versa;
- 2 any gender includes the other genders;
- 3 any terms in the by-law have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- 4 reference to legislation includes reference to amending and replacing legislation.

PART2 GRANT OF RIGHT

The Owner has the special privilege to carry out the works at its own cost subject to Part 4 of this by-law

PART3 EXCLUSIVE USE

The Owner is granted exclusive use of those parts of the ceiling space of the Common Property immediately above the Lot for the installation and maintenance of downlights and exhaust ducts

PART4 CONDITIONS

Part 4.1 Before Commencement

Before commencement of the Works the Owner must:

- 1 obtain all necessary approvals from any Authorities and provide a copy

- 2 of same to the Owners Corporation;
- 2 effect and maintain Insurance and provide a copy of such policies to the Owners Corporation; and
- 3 pay the Owners Corporation's reasonable costs in registering this by-law.

Part 4.2 During Construction

Whilst the works are in progress the Owner must:

- 1 use duly licensed contractors to undertake the Works;
- 2 ensure that the Works are undertaken in a proper and workmanlike manner and comply with current Australian Building Codes and Standards;
- 3 take reasonable measures to cause as little disruption and nuisance to adjoining residents as possible;
- 4 undertake the Works only at times reasonably approved by the Owners Corporation;
- 5 with regard to the timber floors, ensure that the same is installed using cushioning materials adequate to prevent the transmission of noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property;
- 6 undertake the works without interruption once they have commenced and to complete the works no later than 3 months after their commencement - or such other period as reasonably approved by the Owners Corporation
- 7 transport all building materials equipment and debris in the manner reasonably directed by the Owners Corporation;
- 8 protect all parts of the Common Property outside the Lot from damage relating to the Works including damage caused by transportation of all building materials equipment and debris;
- 9 notwithstanding the protection provided for in 7 above, in the event of damage being occasioned to the Common Property, to promptly repair such damage in a proper and workmanlike manner and take such additional measures as may be reasonably directed by the Owners Corporation to minimize the possibility of such damage occurring again;
- 10 provide to the Owners Corporation's authorized representative(s) upon giving reasonable notice access to the Lot from time to time during construction for the purposes of inspecting the works; and
- 11 not to vary the Works without first obtaining approval of such variation(s) from the Owners Corporation.

Part 4.3 After Construction

After the Works have been completed the Owner must immediately:

- 1 notify the Owners Corporation that the Works have been completed;

- 2 notify the Owners Corporation that any damage to the Lot or Common Property has been repaired;
- 3 provide to the Owners Corporation a copy of any certification required by an Authority to approve the Works as completed;
- 4 provide to the Owners Corporation a copy of any certification from a qualified engineer that all Works requiring design and specification by an appropriate engineer have been completed in accordance with such design and specification;
- 5 provide to the Owners Corporation's authorized representative(s) upon giving reasonable notice access to the Lot to verify compliance with this by-law;
- 6 pay the Owners Corporation's reasonable costs of implementing this by-law

Part 4.4 Enduring rights and obligations

The Owner remains liable for any damage to the Lot or Common Property arising out of the Works and indemnifies the Owners Corporation against any costs or losses arising out of the Works and without limitation of any liability under section 119 of the Strata Schemes Management Act 2015

Part 4.5 Maintenance and Repairs

The Owner must properly maintain and keep in a state of good and serviceable repair the Works and, where necessary, renew or replace any fixtures or fittings comprised in the Works. The Owner must ensure that any work done to fulfil the obligations of the Owner to maintain, repair, renew or replace the Works complies with the other Parts of this by-law to the extent that they are applicable to that work.

Special By-Law No. 6 – Moving Procedures

DEFINITIONS

1. For the purpose of this by-law:
 - 1.1. **"Act"** means the Strata Schemes (Freehold Development) Act 1973 as amended from time to time;
 - 1.2. **"Application"** means a written Application from an Owner and/or Occupier provided to the Manager relating to their proposed Move, which is required to include, inter alia the following:
 - 1.2.1. the date and/or date/s upon which the Owner or Occupier proposes to Move;
 - 1.2.2. the completed Move Booking Request Form;

- 1.2.3. evidence that the Owner and/or Occupier making the Application has paid the Bond to the Manager as required by clause 14 herein; and
 - 1.2.4. details of the bank account for Owner and/or Occupier for the Bond to be refunded to following Joint Inspections.
- 1.3. **"Application Confirmation"** means the written confirmation of the Manager to the Owner and/or Occupier, in response to their Application, with or without conditions, including dates and/or times that the Manager is available to manage the Move with the Owner and/or Occupier;
- 1.4. **"Bond"** means a compulsory bond in the sum of \$500.00, payable by the Owner and/or Occupier to the Manager at least two (2) Business Days prior the proposed date of a Move;
- 1.5. **"Building"** means a building within the Strata Plan;
- 1.6. **"Business Day"** means any day except a Saturday, Sunday or Public Holiday;
- 1.7. **"Common Property"** means the common property of the Strata Plan;
- 1.8. **"Costs"** means all professional and trade costs and/or disbursements incurred or associated with an Owner or Occupier's Move;
- 1.9. **"Direction"** means a written direction from the Owners Corporation or Strata Committee to an Owner and/or Owner's Agent where appropriate, relating to any damage caused by a Move by an Owner or Occupier or resulting from any Joint Inspections;
- 1.10. **"Strata Committee"** means the Strata Committee of the Strata Plan;
- 1.11. **"Future Owner"** means the registered proprietor/s of a Lot from time to time succeeding an Owner;
- 1.12. **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of a Move and/or Maintenance, or any damages caused as a part of or arising from a Move, including but not limited to the following:
- 1.12.1. any actions, proceedings, claims, costs, damages and/or expenses which may be incurred by, brought or made against the Owners Corporation; 1.12.2. any increased insurance premiums; and
 - 1.12.3. any costs or damages incurred by or for which the Owners Corporation is or becomes liable;
- 1.13. **"Joint Inspections"** means compulsory inspections of the Common Areas that will be accessed during the Move, to be carried out by the Manager in the presence of the Owner of the Lot or the Owner's Agent as may be appropriate, both prior to and shortly after a Move in order to

determine by way of agreement between the Manager and the Owner
an/or Owner's Agent whether any damage has been caused by the Move;

- 1.14. **"Lot"** means a lot in the Strata Plan;
 - 1.15. **"Maintenance"** means all ongoing repair and/or maintenance of
Common Property affected by a Move;
 - 1.16. **"Manager"** means the Building Manager for the Strata Plan, being Pacific
Management Group Pty Ltd, or as may be appointed by the Owners
Corporation from time to time;
 - 1.17. **"Move"** means an Owner or Occupier moving in or out of a Lot
and through Common Property;
 - 1.18. **"Move Booking Request Form"** means the request form available from
the Manager and/or Owners Corporation upon request;
 - 1.19. **"Move Lift"** means the Lift located in each Building with access to the
Building's basement;
 - 1.20. **"Occupier"** means any person and/or persons lawfully occupying a Lot;
 - 1.21. **"Owner"** means a registered proprietor of a Lot and includes all Future
Owners;
 - 1.22. **"Owner's Agent"** means the agent appointed by an Owner to manage
any occupiers that may reside within their lot;
 - 1.23. **"Owners Corporation"** means the owners corporation for the Strata Plan;
 - 1.24. **"Sterling Car Park"** means the car park on the Strata Plan accessible
from Sterling Circuit;
 - 1.25. **"Strata Plan"** means strata plan 67836;
2. Subject to the provisions of this by-law, Owners and/or Occupiers may Move.

MOVING PROCEDURES

3. At least two (2) Business Days prior to carrying out a Move, an Owner
and/or Occupier must make an Application.
4. The Manager will within two (2) Business Days of receipt of an Application,
consider the Application and provide Application Confirmation to the Owner
and/or Occupier in writing whether or not all requirements have been satisfied
or whether there are any additional reasonable requirements to be satisfied and
confirm the date and time that the Manager is available to manage the Move

and carry out the Joint Inspections.

5. The Manager will not unreasonably withhold Application Confirmation.

MOVING, MAINTENANCE AND JOINT INSPECTIONS

6. The Owner of a Lot where the Owner or the Occupier Moves, is responsible for and must carry out at their own costs, Maintenance, when and where necessary, including by Direction.
7. Owners must carry out Joint Inspections with the Manager.
8. Owners must ensure that all Moves are carried out:
 - 8.1. after the Manager has installed the temporary protective coverings in the applicable Move Lift;
 - 8.2. in the presence of the Manager or a representative of the Manager;
 - 8.3. through the Sterling Car Park via the applicable Move Lift;
 - 8.3. in a way so as to not unreasonably interfere with the enjoyment of Common Property areas or access to other Lots by other persons;
 - 8.4. in a way which minimises the disturbance of other Owners and Occupiers including but not limited to vibration, noise, dust and dirt;
 - 8.5. ensuring that the security of the Strata Plan is maintained throughout the performance of the Move and/or any Maintenance;
 - 8.6. promptly and completely removing all rubbish from the Strata Plan resulting from the Move and/or any Maintenance;
 - 8.7. keeping all areas of the Strata Plan as clean and tidy as possible;
 - 8.9. promptly repairing any damage to any part of the property caused by the Works and/or Maintenance.

COSTS

9. Owners are responsible for and will bear all Costs.
10. In the event Lot(s) and/or Common Property is/are damaged as a result of a Move and/or Maintenance, Owners are responsible for all Costs associated with rectifying the damage and Owners must reimburse the Owners Corporation for any Costs incurred resulting from the Move within seven (7) Business Days of being notified of such Costs by the Owners Corporation.

11. The Owners Corporation reserves the right to issue a Direction, directing the Owner to carry out any required Maintenance.
12. If an Owner fails to comply with Clauses 10 or 11 above within three (3) months of a Direction being issued, then the Owners Corporation may:
 - 12.1. enter upon any part of the Lot and/or Common Property to carry out the required work;
 - 12.2. carry out all work necessary to perform that obligation;
 - 12.3. apply the Bond towards the carrying out of any necessary work; and/or
 - 12.4. recover from the subject Owner all Costs relating to their carrying out of that work, including charging those Costs to the Owner's levy account as if they were a contribution under the *Strata Schemes Management Act 1996*, but only to the extent that such Costs exceed the amount of the Bond paid by the Owner and/or Occupier.
13. Owners will sign all documents and do all things necessary to facilitate the carrying out of Clause 12 above.

BOND

14. Owners and Occupiers making an Application must pay the Bond to the Manager by way of electronic funds transfer or as otherwise directed by Manager in writing.
15. The Manager will refund the Bond to the Owner and/or Occupier by way of electronic funds transfer within seven (7) business days of the Joint Inspection that occurs shortly after a Move, subject to clause
16. The Manager is only obligated to refund the Bond to the Owner and/or Occupier pursuant to clause 15 in the event that the Joint Inspection that occurs shortly after a Move results in agreement between the Manager and the Owner and/or Owner's Agent that no damage was caused by the Move to Common Property.
17. In the event damage is caused to Common Property, the Manager may retain the Bond or part of the Bond as may be appropriate in the Manager's discretion, until such time as the Owner and/or Owner's Agent on behalf of an Owner has carried out any required Maintenance, including any Maintenance required as a result of a Direction.

INDEMNITY

18. Owners will indemnify and will keep indemnified the Owners Corporation.

Special By-Law No. 7 – Renovations (Repealed and Replaced)

1. Introduction

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

2. Definitions & Interpretation

- 2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) "5 star rating" means a 5 star rating in accordance with the AAAC Guide including:
 - (i) an airborne sound insulation rating of not less than a $DnT,w + Ctr$ of 50 between separate apartments,
 - (ii) a weighted, standardised impact sound pressure level rating of not more than an LnT,w of 45 between separate apartments,
 - (b) "AAAC Guide" means the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating dated June 2017,
 - (c) "Act" means the *Strata Schemes Management Act 2015*,
 - (d) "apartment" means a lot in the strata scheme,
 - (e) "annexure" means the annexure to this by-law,
 - (f) "building" means the building in the strata scheme in which your apartment is located,
 - (g) "Community Association" means the Community Association of the community scheme of which the strata scheme forms part,
 - (h) "Community Management Statement" means the Community Management Statement for City Quarter,
 - (i) "common area" means the common property in the strata scheme,
 - (j) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - (k) "flooring works" means removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors,
 - (l) "insurance details" means a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:
 - (i) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (ii) workers compensation insurance policy, and
 - (iii) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),
 - (m) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

- (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
- (iii) work involving or affecting waterproofing such as a bathroom renovation or a partial bathroom renovation, work involving the laying of a new waterproof membrane or any work altering, adding to or replacing a waterproof membrane or removing or installing a fixture or fitting such as a bath which affects waterproofing, or tiling over existing tiles,
- (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(h) "**minor renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:

- (i) renovating a kitchen or part of a kitchen,
- (ii) renovating any other room in your apartment or any part of that room in a manner that does not involve waterproofing or structural changes,
- (iii) installing tiles on top of existing floor or wall tiles where that does not affect or involve installation of waterproofing;
- (iv) altering the existing layout of an apartment or part of an apartment in a manner that does not involve structural changes,
- (v) changing recessed light fittings,
- (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (vii) installing or replacing wood or other hard floors,
- (viii) installing or replacing wiring or cabling or power or access points,
- (ix) installing or replacing pipes and ducts,
- (x) work involving reconfiguring walls in a manner that does not involve structural changes,
- (xi) installing a rainwater tank,
- (xii) installing a clothesline,
- (xiii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xiv) installing double or triple glazed windows,
- (xv) installing a heat pump or hot water service,
- (xvi) installing ceiling insulation,
- (xvii) installing an aerial or antenna,
- (xviii) installing a satellite dish with a diameter no greater than 1.5 metres,
- (xix) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment,

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

- (i) "renovations" means minor renovations or major renovations,
- (j) "strata scheme" means the strata scheme to which this by-law applies, and
- (k) "you" means an owner of an apartment and includes your successors in title.

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

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

3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

- 3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the renovations,
 - (d) drawings, plans and specifications for the renovations,
 - (e) an estimate of the duration and times of the renovations,
 - (f) details of the persons carrying out the renovations including the name, licence number, qualifications, insurance details and telephone number of those persons,

- (g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.
- 3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.
- 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.6 The owners corporation may engage a consultant to assist it review your application.
- 3.2.7 The owners corporation may:
 - (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

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

(b) Community Association Approval

if required under the Community Management Statement, obtain the consent of the Community Association to the renovations and give the owners corporation evidence of that consent,

(c) Local Council Approval

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

(d) Engineer's Report

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

(e) Acoustic Consultant's Report

If the renovations will involve floor works to your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new or exposed

floor coverings and demonstrating that the new or exposed floor coverings will achieve at least a 5 star rating,

(f) Dilapidation Report

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

(g) Bond

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

(h) Costs

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

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

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Renovations

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

(c) Time for Completion of Renovations

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

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out at any other times,

(e) Times for Operation of Noisy Equipment

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

(f) Appearance of Renovations

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

(g) Supervision of Renovations

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

- (h) **Noise During Renovations**

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (i) **Transportation of Construction Equipment**

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

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (k) **Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,
- (l) **Protection of Building**

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

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,
- (n) **Daily Cleaning**

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,
- (o) **Interruption to Services**

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

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

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

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

(s) Variation to renovations

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

(t) Costs of renovations

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

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

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

(b) Access

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

(c) Obtain Planning Certificates

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

(d) Restore the Common Areas

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

(e) Engineer's Report

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

(f) Expert's Report

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

(g) Acoustic Consultant's Report

If the renovations involved flooring works to your apartment (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new or exposed floor coverings and demonstrating that the new or exposed floor coverings in situ achieve at least a 5 star rating.

4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

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

(b) Maintenance of Minor Renovations

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

(c) Repair Damage

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

(d) Compliance with Architectural Code

ensure the renovations comply with the architectural and landscape code in the Community Management Statement,

(e) Prevent Excessive Noise

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

(f) Flooring

if the renovations involved flooring works to your apartment, ensure that the new or exposed floor coverings are covered or otherwise treated to an extent sufficient to achieve at least a 5 star rating, (apart from floor coverings in a laundry, lavatory or bathroom),

(g) Indemnity

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

(h) Insurance

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

(i) Comply with the Law

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

5. Bond

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

- (a)** repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

- (b) cleaning any part of the common area as a result of the renovations,

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

6. Breach of this By-Law

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

7. Common Property Rights By-Law

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

8. Strata Committee Approvals

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

9. Specification of Additional Minor Renovations

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

10. Decision of Owners Corporation not to Maintain Minor Renovations

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

ANNEXURE

Motion and By-Law for Major Renovations

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

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

1. Introduction

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

2. Definitions

In this by-law:

"Lot" means Lot in the Strata Scheme;

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

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

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

"Renovations By-Law" means Special By-Law No. 7 – Renovations as amended from time to time;

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

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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

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

on the conditions of this by-law.

4. Conditions

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

Special By-Law No. 8 – Works to Lot 20

PART I PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- 1.2 The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- 1.3 The rights conferred by the Special By-Law shall ensure for the benefit of the Owner.

PART 2 DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act 2015*;
 - (b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
 - (c) **Building** means the building situated at 10 Pymont Bridge Rd, Camperdown NSW 2050;
 - (d) **Lot** means lot 20 in Strata Plan No 67386;
 - (e) **Owner** means the owner for the time being of the Lot;
 - (f) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 67386;
 - (g) **Works** means the works to be undertaken by the Owner as indicated in the plan by "Organised by Design" entitled "Bathroom/laundry Reno Plan" dated 30 January 2018 at Annexure A hereto, including but not limited to the following:
 - (i) Demolish and removal of fixtures and fittings;
 - (ii) Demolish and removal of flooring and wall tiles;
 - (iii) Demolish and removal of non-structural wall between shower and bath;
 - (iv) Install new plaster and waterproof board to walls;
 - (v) Waterproofing works to the bathroom and laundry including the use of waterproofing membrane where necessary;
 - (vi) Install new fixtures and fittings including without limitation,

bath, vanity, water closet, related plumbing works (with no change to existing drainage location at the concrete slab level), tap ware, bathroom accessories, new shower screen, cabinetry vanity, shaving cabinet, laundry fitments, bench top, hanging rail, sliding door to laundry, and full height doors to existing laundry;

- (vii) Install new flooring and wall tiles;
 - (viii) Repositioning of GPO electrical power points;
 - (ix) Make-good the ceiling incidental to the above;
- together with the restoration of Lot, other lot and common property incidental to the above or otherwise damaged by the works in accordance with the provisions of this by-law

PROVIDED ALWAYS THAT:

- (x) The works situate within the single bathroom and laundry within the Lot as contained in the plan at Annexure A;
- (xi) The works will not damage or interfere with the structural integrity and net load bearing characteristics of the Lot, any other lot, and/or the Building.

Interpretation

- 2.2 In this by-law, unless the context otherwise requires or permits:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;
 - (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
 - (e) references to legislation include references to amending and replacing legislation;
 - (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 67386 and this by-law, the provisions of this by-law shall prevail; and
 - (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART3

GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, the Owner shall have:
- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and
 - (b) a special privilege to carry out the Works to and on the common property.

PART4

CONDITIONS

Before commencement

- 4.1 Before commencing the Works, the Owner must submit the following to the Owners Corporation, for the Owners Corporation's approval:
- (a) details of the proposed dates of commencement and completion of the Works;
 - (b) all completed plans for the Works;
 - (c) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - (iii) Workers compensation insurance;
 - (d) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
 - (e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*; and
 - (f) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Building which may be affected by the Works; and
 - (g) upon request by the Owners Corporation, a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Building.
- 4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation:
- (a) suitable times and method for the Owner's contractor to access the Building; and
 - (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

- 4.3 In performing the Works, the Owner must:
- (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
 - (b) protect all areas of the Building, both internal and external to the Lot, from damage:
 - (i) by the Works;
 - (ii) by the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) by the removal of any part of the Works.
 - (c) keep all areas of the Building outside the Lot clean and tidy;

- (d) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);
- (e) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (f) not carry out the Works on Sundays and public holidays;
- (g) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- (h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- (j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (k) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- (l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and
- (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

4.4 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the provisions of all applicable building codes and standards;
- (c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;
- (d) in accordance with the *Home Building Act 1989* (NSW);
- (e) using materials that are new and fit for the purposes to which those materials are put;
- (f) by appropriately licensed contractors;
- (g) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- (h) in a manner so as to result in the Works being reasonably fit for occupation.

Completion of the Works

- 4.5 Upon completion of the Works, the Owner must, without unreasonable delay:
- (a) notify the Owners Corporation in writing that the Works have been completed;
 - (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
 - (c) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

Default

- 4.6 Should the Owner fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
 - (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
 - (c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
 - (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ongoing Responsibilities and Indemnity

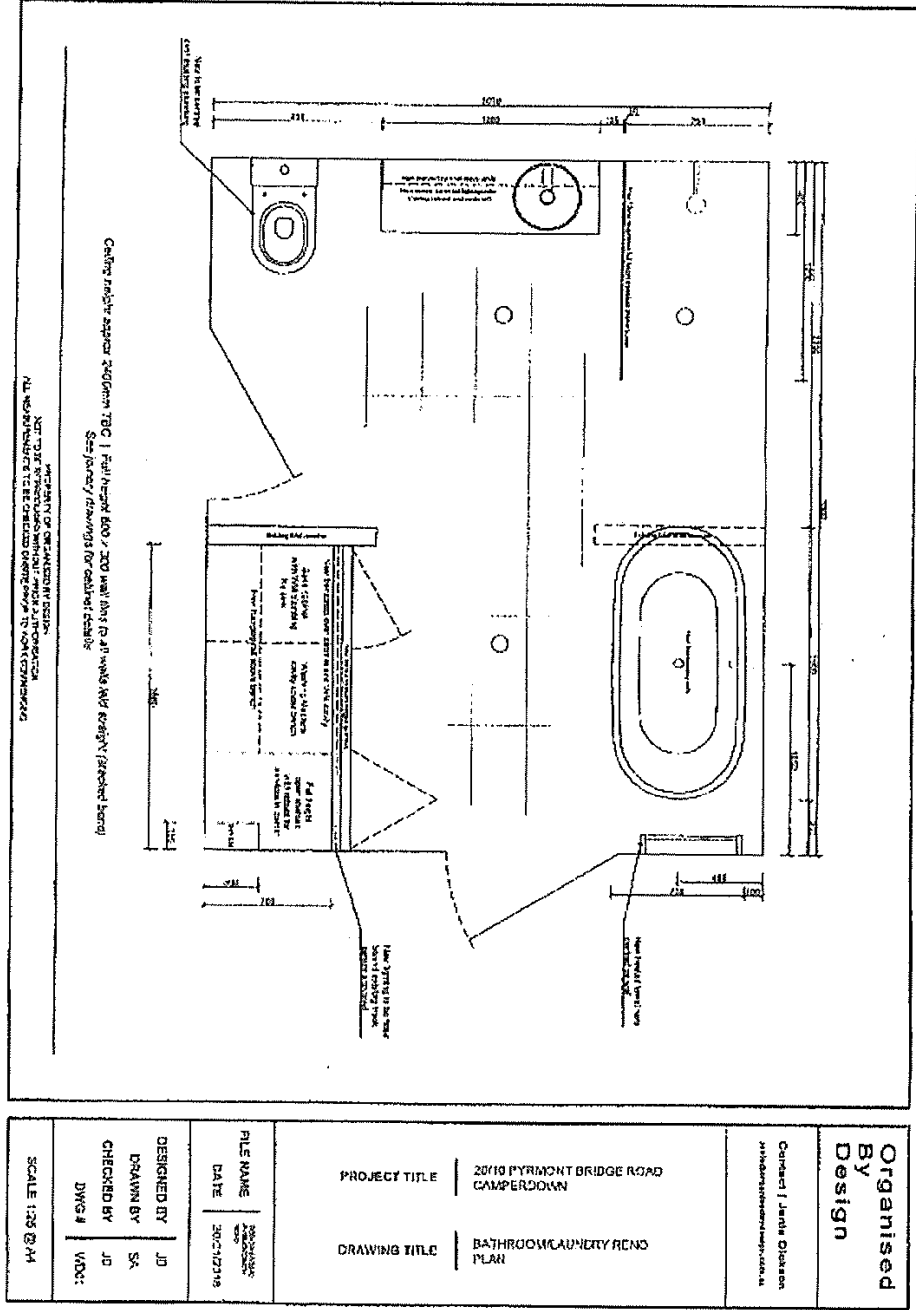
- 4.7 The Owners must:
- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
 - (b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and
 - (c) properly maintain and keep the Works in a state of good and serviceable

- repair and must repair or replace the Works as required from time to time.
- 4.8 The Owner must provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation.
 - 4.9 The Works shall remain the property of the Owner.
 - 4.10 The Owner must indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

Cost of By-law, Approvals and Certification

- 4.11 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
 - (a) the drafting and consideration of this by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works

Annexure A



**Organised
By
Design**

Contact: Janda Dixon
 janda.dixon@janda.com.au

PROJECT TITLE: 2010 PYRMONT BRIDGE ROAD
 CAMPERDOWN
 DRAWING TITLE: BATHROOM/LAUNDRY RENO
 PLAN

FILE NAME: JANDA DIXON
 DATE: 30/07/2018

DESIGNED BY: JD
 DRAWN BY: SA
 CHECKED BY: JD
 DWG: J
 VDC:

SCALE: 1:25 @ A1

Special By-Law No. 9 – Authorisation of Building Works Lot 49

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 49 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to bathroom including:

- (a) removal of existing plasterboard walls, stud wall, floor and wall tiles, waterproof membranes and fixtures and fittings including bath, basin, toilet, tapware, shower screen, benchtop and bathroom accessories;
- (b) sheeting of the walls including the installation of new plaster and waterproof board to the walls;
- (c) installation of a new stud wall to conceal toilet and vanity drainage;
- (d) installation of new floor and wall tiles, niches, waterproof membranes and fixtures and fittings including bath, basin, toilet, tapware, shower screen, benchtop and bathroom accessories;
- (e) where required, all related electrical, plumbing, waste and water services works;

Works to laundry including:

- (f) removal of existing floor and wall tiles, waterproof membranes and fixtures and fittings including laundry tub, tapware and bi-fold doors;
- (g) installation of new floor and wall tiles, waterproof membranes and fixtures and fittings including sink, benchtop, tapware, bi-fold doors and cabinetry;
- (h) where required, all related electrical, plumbing, waste and water services works;

2. Definitions

For the purposes of this by-law:

"Council" means City of Sydney Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto including installing cabling and wiring.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works; and
- (b) certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in Clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the description of Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;
- (g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

- (h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (j) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner,

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special By-Law No. 10 – Authorisation of Building Works in Lot 40

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 40 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the master bedroom including:

- (a) removal of an existing partition non-load bearing wall;
- (b) removal of existing wardrobe and installation of new wardrobe;
- (c) make good the ceiling, floor and wall as

required; Works to the ensuite including:

- (d) removal of existing floor and wall tiles, waterproofing, floor waste and fixtures and fittings including bathtub, toilet, basin, tap ware, vanity, medicine cabinet, mirror and towel holders;
- (e) installation of new floor and wall tiles, waterproofing, floor waste and fixtures and fittings including bathtub, toilet, basin, cistern, cistern enclosure wall, shower, shower screen, mixers, tap ware, vanity, cabinetry, mirror and towel rail and toilet roll holder;
- (f) installation of new lighting;
- (g) screeding of floors, grouting and caulking as required;
- (h) all related electrical, plumbing, piping, waste and water services works, including rough in and connection works;

Other works:

- (i) removal of existing carpet and underlay and installation of new carpet and underlay in master bedroom and second bedroom; substantially as depicted on the drawings attached to and forming part of this by-law at Annexure A ("Plans").

2. Definitions

For the purposes of this by-law:

"Council" means City of Sydney Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the Strata Schemes Management Act 2015, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans and the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the

performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause I and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete;
and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

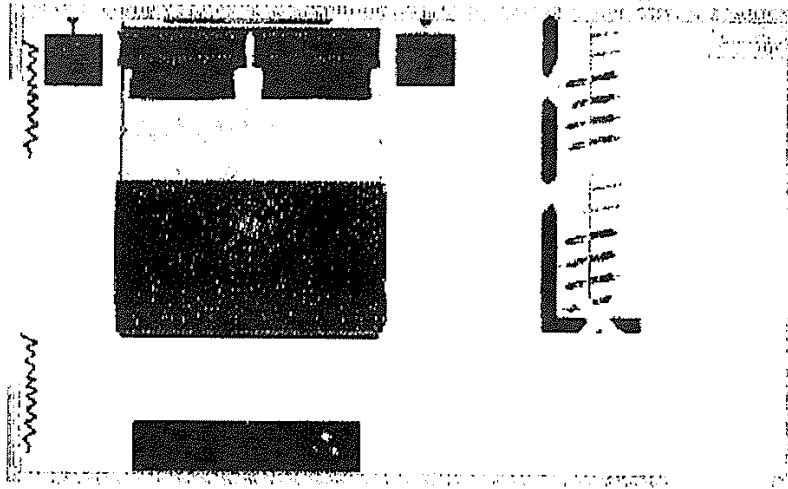
If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a

written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

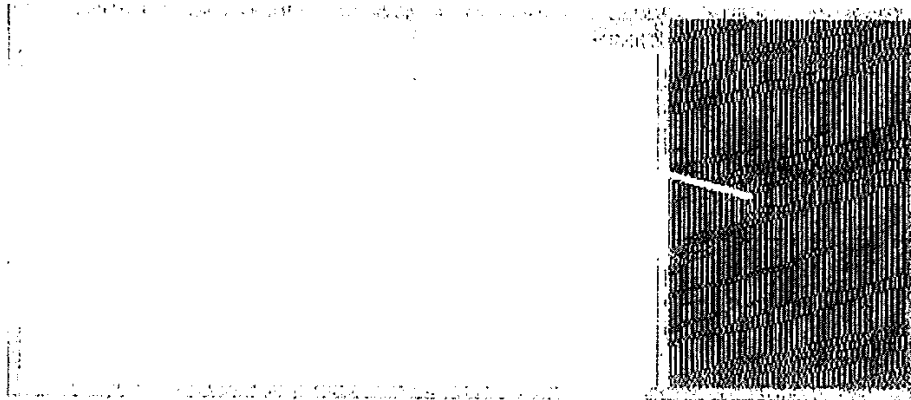
- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

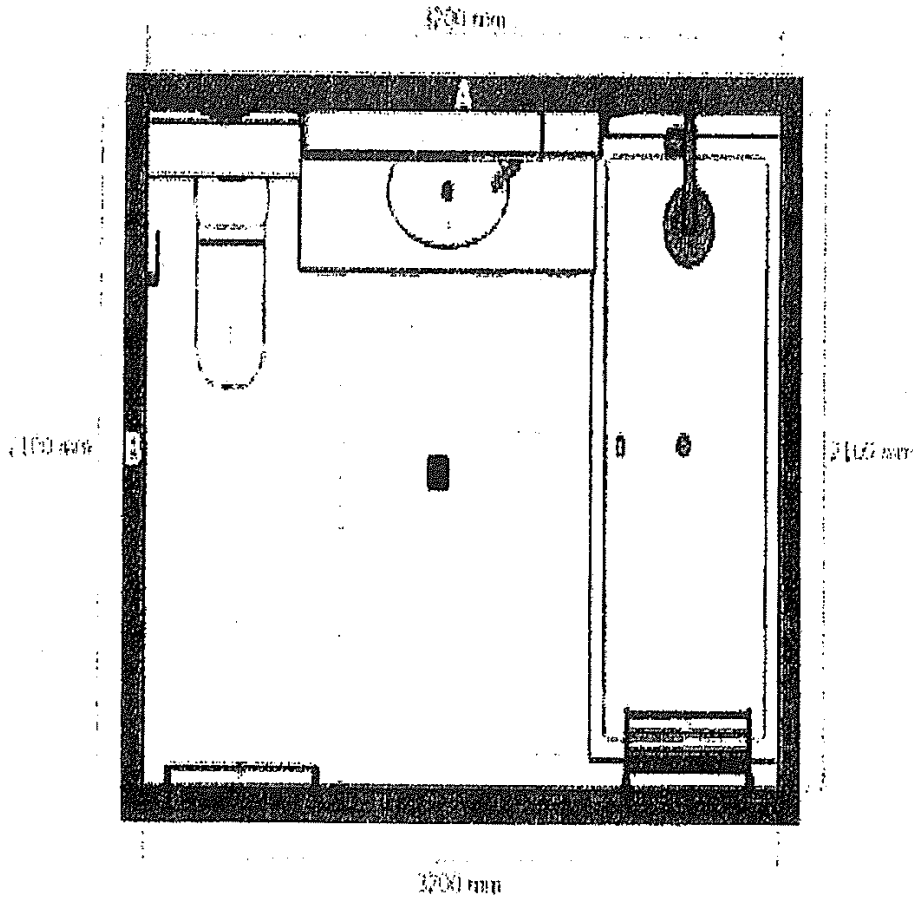
Annexure A



Proposed - Remove Partition Wall in the Master Bedroom



Proposed Master Bedroom New Floor Layout



Concept of En-suite Floor Layout

[Handwritten signature]

Special By-Law No. 11– Authorisation of Building Works in Lot 21

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 21 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the ensuite bathroom including:

- (a) removal of all floor tiles and installation of new floor tiles;
- (b) removal of all wall tiles and installation of new wall tiles on all walls;
- (c) installation of new waterproofing under all new tiling;
- (d) screeding of floors, grouting and caulking as required;
- (e) replacement of existing fixtures and fitting including tapware, shower head, floor waste, towel rack, toilet roll holder, toilet seat, shaving cabinet and shower screen (with a 10mm safety glass);
- (f) installation of a bath tub below the shower using existing floor waste and installing new bath tapware;
- (g) isolating of water to install new tapware;
- (h) all related electrical, plumbing and waste and water services works;

Works to the second main bathroom including:

- (i) removal of all floor tiles and installation of new floor tiles;
- (j) removal of all wall tiles and installation of new wall tiles on all walls;
- (k) installation of new waterproofing under all new tiling;
- (l) screeding of floors, grouting and caulking as required;
- (m) replacement of existing fixtures and fitting including tapware, shower head, floor waste, towel rack, toilet roll holder, toilet seat, shaving cabinet and shower screen (with a 10mm safety glass);
- (n) removal of bath to create shower area only using existing floor waste;
- (o) isolating of water to install new tapware;

- (p) all related electrical, plumbing and waste and water services works;

substantially as depicted on the drawings attached to and forming part of this by-law at Annexure A ("Plans").

2. Definitions

For the purposes of this by-law:

"Council" means City of Sydney Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works; and
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner

by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

- (b) carry out the Works substantially in accordance with the description in clause 1 and the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply

with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

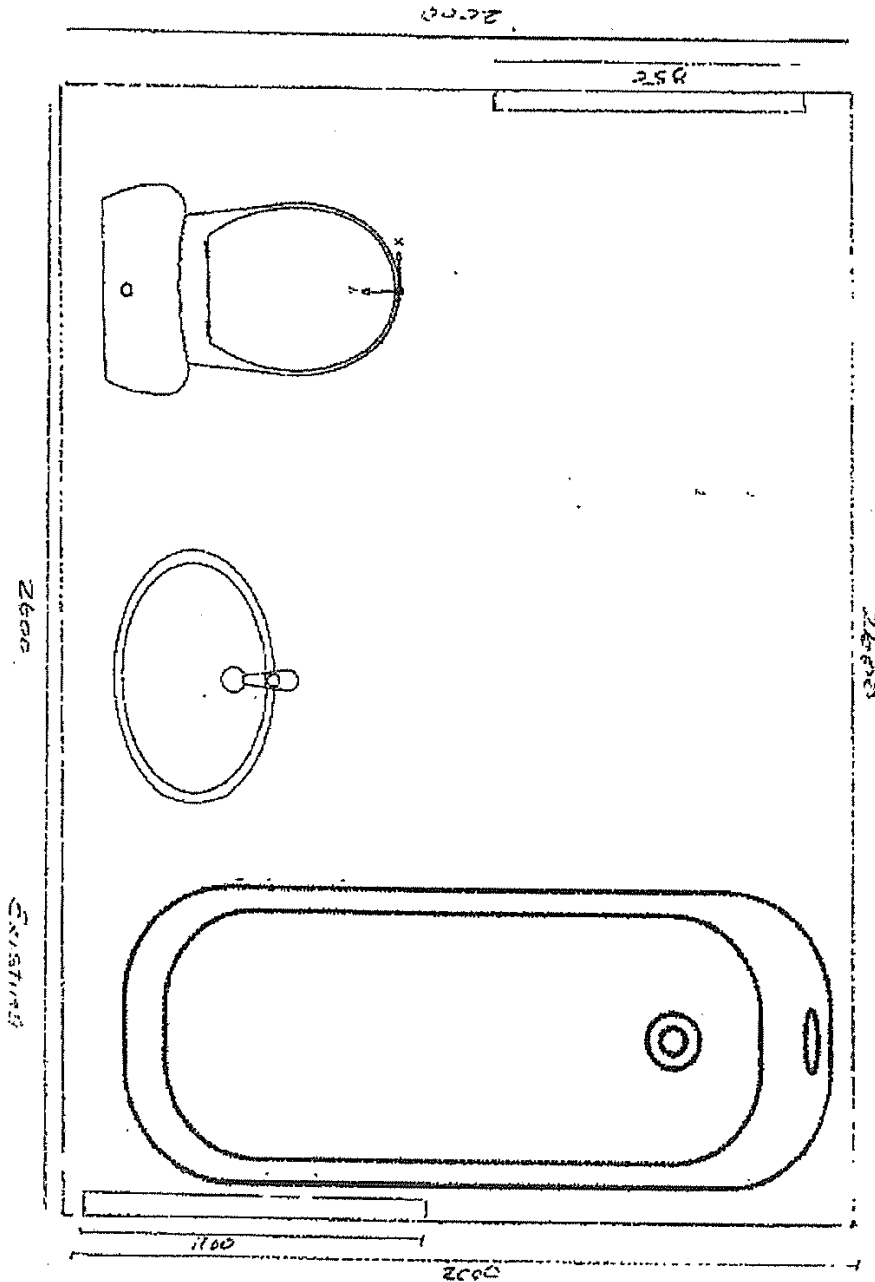
If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

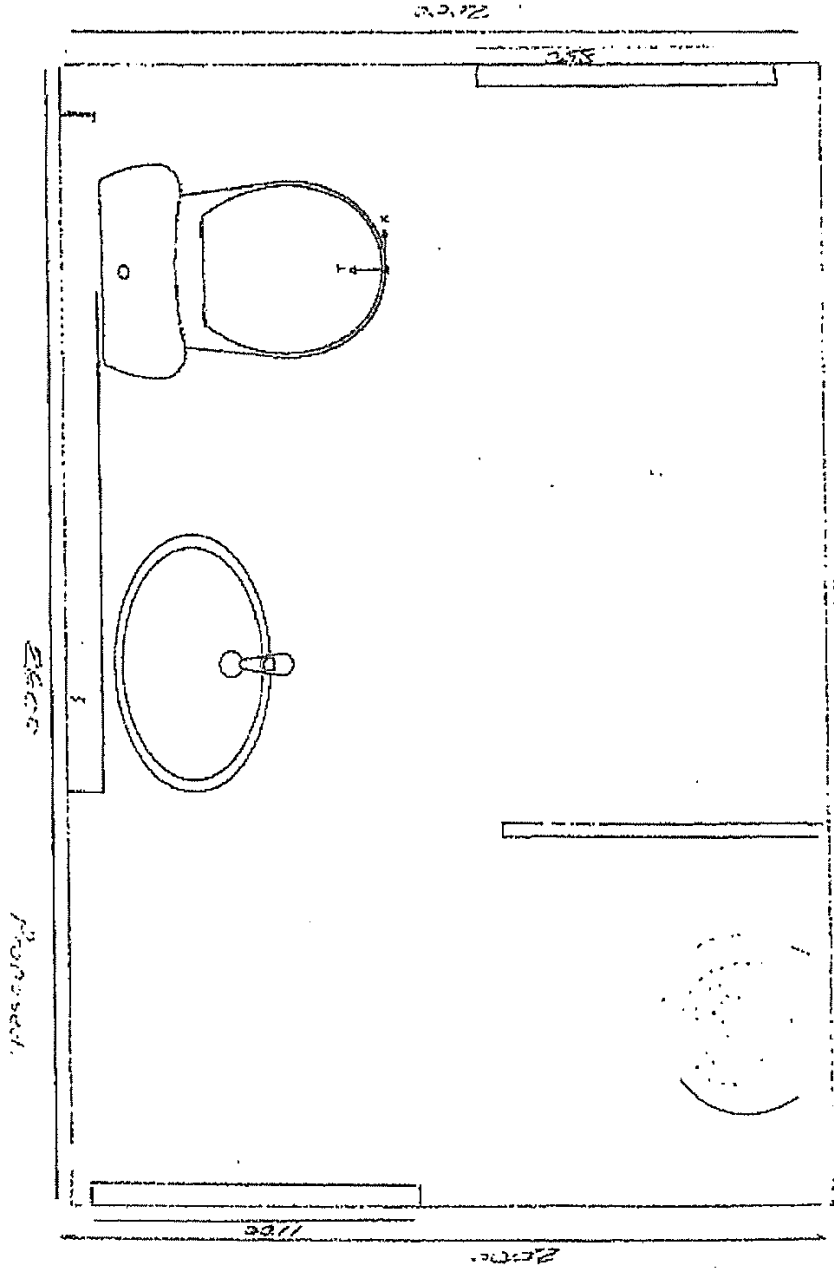
and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A

MAIN BATHROOM - EXISTING FLOORPLAN

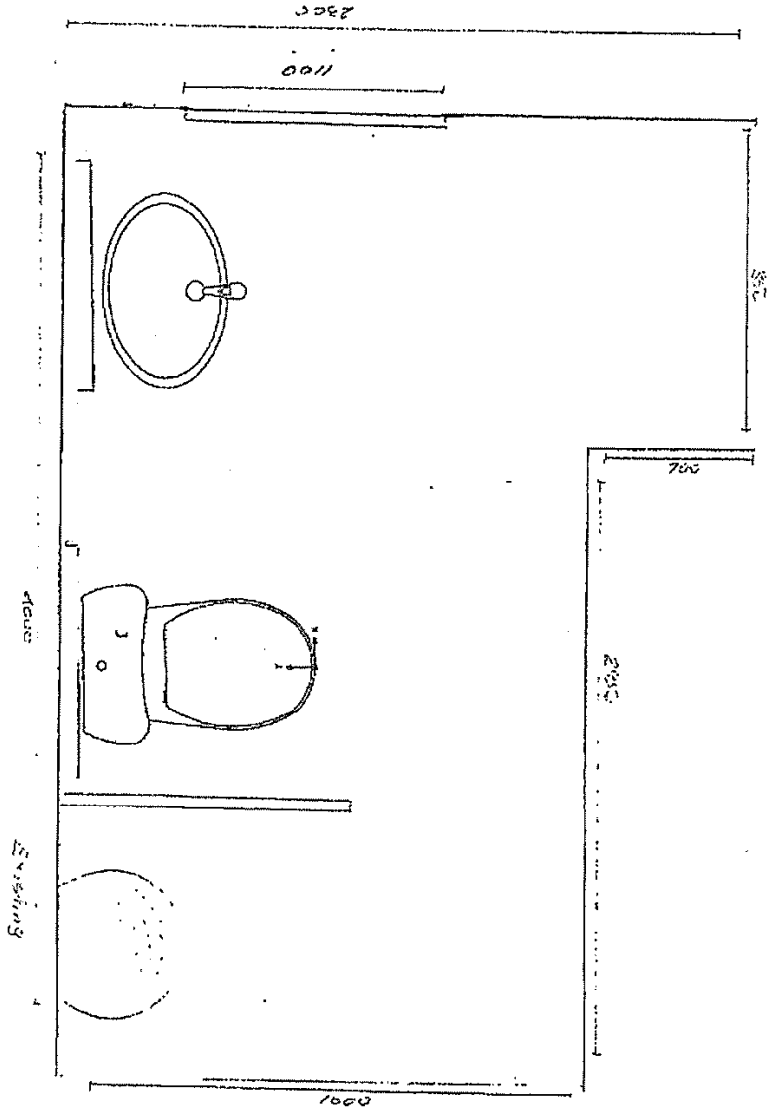


MAIN BATHROOM - PROPOSED FLOORPLAN FOR APPROVAL



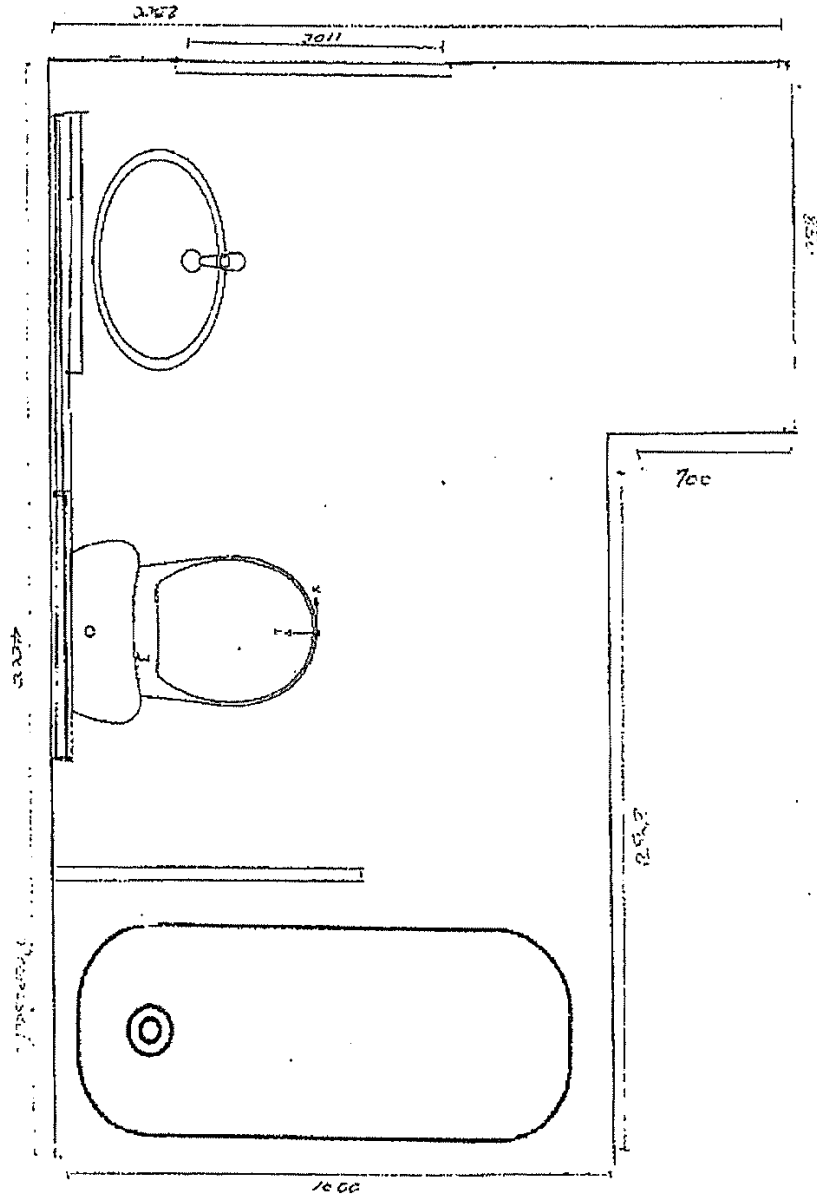
[Handwritten signature]

ENSUITE BATHROOM - EXISTING FLOORPLAN



[Handwritten signature]

ENSUITE BATHROOM - PROPOSED FLOORPLAN FOR APPROVAL



Special By-Law No. 12 – Authorisation of Building Works Lot 73

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 73 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to renovate the bathroom including:

- (a) removal of existing wall tiles and floor tiles in and around existing bath as required, waterproof membranes, and fixtures and fittings including bath, shower screen, benchtop, tapware and mixers;
- (b) installation of new shower area in the location of the removed bath and to drop shower recess down 15mm inside including installation of wall tiles, floor tiles and shower recess tiles as required, waterproof membranes, and fixtures and fittings including, shower screen, cabinetry, benchtop, tapware and mixers;
- (c) installation of new tiles over existing green tiles;
- (d) all related electrical, plumbing and waste water connection and services works.

2. Definitions

For the purposes of this by-law:

"Council" means City of Sydney Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works; and
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

- i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
- ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
- iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special By-Law No. 13 – Authorisation of Building Works Lot 87 (Dealing AR561744)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 87 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Bathroom renovation including:
 - (i) Demolition of the existing bathroom;
 - (ii) Removal of the existing floor tiles and wall tiles and any existing waterproofing;
 - (iii) Screeding of floors (if required) and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
 - (iv) Installation of new floor tiles and new wall tiles and installation of new waterproofing to service the bathroom;
 - (v) Installation of new fittings and fixtures including but not limited to bath tub, toilet, shower screen, tap wear and mixers for taps, and vanity;
 - (vi) Installation of new plumbing to service laundry connection within the bathroom;
 - (vii) Installation of new lighting and power points;
 - (viii) Connection to existing water, waste and electrical services;
- (b) Removal of the existing flooring throughout and installation of REGUPOL 6010 10mm acoustic underlay and installation of QUIK STEP 9.5mm laminated flooring in the kitchen, hallway, living area and bedroom (tiles in the bathroom in accordance with the above clause);
- (c) Electrical works:
 - (i) Isolate the smoke detectors (bedroom and main) on the Fire Panel during works to prevent false alarms;
 - (ii) Remove the existing smoke detectors in the bedroom of the lot and install it in a new location within the bedroom;
 - (iii) Installation of new power points and light switches throughout the Lot;
 - (iv) Installation of new lighting throughout the Lot;
 - (v) Relocation of power outlets, data points and television aerial
- (d) Smoke detectors;
 - (i) Smoke detectors in the bedroom and kitchen are to be isolated on the Fire Panel to avoid inaccurate triggers;
 - (ii) The smoke detector in the bedroom will be removed and replaced in the bathroom.

2. Definitions

For the purposes of this by-law:

"Council" means City of Sydney Council;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Plans without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

- (c) The Owner must advise the Owners Corporation when the Works are complete; and
- (d) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

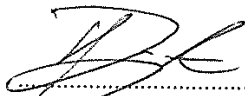
If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

THIS IS THE FINAL PAGE OF ANNEXURE "A" TO THE CONSOLIDATION/CHANGE OF BY-LAWS FOR STRATA PLAN NO.67386

The seal of The Owners - Strata Plan No. 67386 was affixed on 27 APRIL 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: 
Name(s): PETER (PECA) DIMITZETASSIS
Authority: STRATA MANAGEMENT AGENT



Nick Stephenson
N.S.
Strata Manager