



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

CONSOLIDATED BY-LAWS

The Owners – Strata Plan 54560

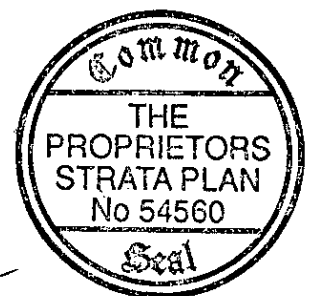




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1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

(1) An owner or occupier of a lot must not:

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

(2) The owners corporation will be responsible for determining the maintenance, type, height, location and removal of all law, garden, tree, shrub, plant or flower being part of or situated on the common property.

5 Damage to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation.

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.



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(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

6 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

7 Children playing on common property in building

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

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

8 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.



9 Drying of laundry items

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

10 Cleaning windows and doors

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

11 Storage of inflammable liquids and other substances and materials

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

12 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

13 Disposal of Waste – bins for individual use

- (1)** An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2)** An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3)** An owner or occupier must:
 - (a)** comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and



- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

14 Disposal of waste – shared bins

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



that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots

(5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

15 Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

16 Notice board

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

17 Change in use of lot to be notified

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



Special By-Law 1 (Compliance with By-Laws)

A owner or an occupier of a lot or a lessee of a lot shall take all reasonable steps to ensure that invitees or licensees of the owner or occupier comply with these by-laws.

Special By-Law 2 (Notification of Defects)

An owner or an occupier of a lot must promptly notify the owners corporation of any damage to or defect in the common property or any personal property vested in the owners corporation.

Special By-Law 3 (Restricted Use of the Common Property)

The owners corporation may do anything which it considers reasonably necessary to keep secure and to preserve the safety of the lots and common property comprising the strata scheme without limitation may:

- (a) prohibit or restrict access to any part of the common property not required for access to a lot and on either a temporary or permanent basis;
- (b) permit any part or parts of the common property to be used by any security service which is monitoring the security of the Building; and
- (c) restrict by means of security key or other devices the access of registered proprietors and occupiers of lots of one level of the building to any other level of the building.

Special By-Law 4 (Security Keys)

- (1) If the owners corporation restricts the access of owners and occupiers to any part of the common property under Special By-Law 3 the owners corporation may make available to owners or occupiers the number of security keys or other security device as the owners corporation considers necessary. The owners corporation may charge a fee for any additional security key required by a owner or occupiers.
- (2) An owner must take all reasonable steps to ensure that the occupier of the lot to which the owner has made available a security key or other security device returns the same to the owner or the owners corporation at the expiration of the occupier's occupation of the lot.
- (3) A owner or an occupier of a lot in possession of a security key or other security device must:



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- (a) not duplicate or permit the security key or other security device to be duplicated;
- (b) take all reasonable steps to ensure that the security key or other security device is not lost or handed to any person other than another registered owner or occupier;
- (c) immediately report to the owners corporation if any security key or other security device is lost or stolen or destroyed; and
- (d) ensure that a security key or other security device is not disposed of otherwise than by returning it to the owners corporation.

Special By-Law 5 (Insurance Policies)

An owner or occupier of a lot must not without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy affected by the owners corporation. Any increase in contributions by the owners corporation is payable by an owner as a result in the increase of insurance premiums, provided that the owner provides their written consent.

Special By-Law 6 (Signs)

A owner or an occupier of a lot must not without the prior written consent of the owners corporation (which consent shall be in the absolute discretion of the owners corporation or grant upon conditions determined by the owners corporation) affix or exhibit or display any sign, light, advertisement, name or notice to or on any part of the building unless it is inside the Lot and it is not visible from outside the lot.

Special By-Law 7 (Fire Control)

An owner or an occupier of a lot must not use or interfere with any fire safety equipment except in the case of any emergency and must not obstruct any fire stairs or fire escape.

Special By-Law 8 (Use of Car Wash, Swimming Pool and Gymnasium)

- (1) An owner or an occupier of a lot may use the swimming pool, provided they comply with the following conditions:
 - (a) Use can only be between 6am and 11pm daily or only during the hours nominated from time to time by the owners corporation;
 - (b) Guests must be accompanied by an owner or occupier;



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- (c) Any glassware must not be taken into or around the pool area (only plastic is acceptable);
 - (d) Children under the age of 13 must be accompanied by a responsible adult;
 - (e) Any user of the pool must not reasonably interfere with the use and enjoyment of another person;
 - (f) Running, pushing, diving and bombing are not permitted in the pool area;
 - (g) No body boards or similar items are permitted in the pool area;
 - (h) Any user of the pool is liable for their own actions, including but not limited to any damage to the common property (including owners and occupiers responsible for the actions of their guest);
 - (i) Towels must be used when lying on sun lounges and the sun lounges should be wiped down after use;
 - (j) No smoking permitted in the pool area;
 - (k) No pets permitted in the pool area;
 - (l) Swim nappies are required for babies and toddlers;
 - (m) The owners corporation reserves the right to reasonably deny any person access or use of the swimming pool.
- (2) Owners and occupiers only in accordance with the rules or regulations for use of the car wash, swimming pool and gymnasium forming part of the common property as determined from time to time by the owners corporation.

Special By-Law 9 (Air Conditioning (Lot 21))

- (1) In this by law the following terms are defined to mean:
- (a) "Air Conditioning System" means the works undertaken by the Owner to install and attach an air conditioning system (including all ancillary structures) to the common property adjoining lot 21 in accordance with the following document that comprise exhibits to these minutes of meeting:
 - (i) letter to Complete Engineering dated 23 September, 1997;
 - (ii) drawings; and
 - (iii) Noise level details.
 - (b) "owners" means each of the owners of lot 21.
 - (c) "Owners Corporation" means The Owners- Strata Plan 54560.
 - (d) Where any terms used in this by law are defined in the Strata Scheme Management Act (1996), they will have the same meaning as those words are attributed under the Act.



(2) Rights

Subject to the conditions in paragraph 3 of this by law, the Owner will have the special privilege in respect of the common property adjoining the boundaries of lot 21 to erect and attach the air conditioning system to the common property.

(3) Conditions

Maintenance

- (a)** The Owner must properly maintain and keep the common property to which the air conditioning system is erected or attached in a state of good and serviceable repair.

Liability

- (b)** The owner will be liable for any damage cause to any part of the common property as a result of the erection or attachment of the air conditioning system to the common property and will make good the damage immediately after it has occurred.

Indemnity

- (c)** The owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the installation, use or maintenance of the air conditioning system on the common property including liability under section 65(B) in respect of any property of the Owner.

Right to remedy default

- (d)** If the Owner fails to comply with any obligation under this by law, THEN the Owners Corporation may:
 - (i)** carry out all work necessary to perform that obligation;
 - (ii)** enter upon any part of the parcel to carry out that work; and
 - (iii)** recover the costs of carrying out that work from the Owner.



Special By-Law 10 (Works – Lot 26)

(1) Definitions

- (a) In this by-law, the following terms are defined to mean:
- (i) "Building Works" means the works undertaken by the Owner to install and attach an air conditioning system to the common property adjoining lot 26 (including all ancillary structures) and in accordance with the documents attached to the minutes of the meeting at which this by-law was made.
 - (ii) "Owner" means each of the owners of lot 26.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed wider that Act.

(2) Rights

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) special privilege in respect of the common property to erect and keep the Building Works to and on the common property; and
- (b) the exclusive use of those parts of the common property occupied by the Building Works.

(3) Conditions

Maintenance

- (a) The Owner must properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair.
- (b) The Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as required from time to time.

Documentation

- (c) Before commencing the Building Works the Owner must submit to the Owners Corporation the following documents relating to the Building Works:
 - (i) plans and drawings;
 - (ii) specifications;
 - (iii) structural diagrams; and



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- (iv) any other document reasonably required by the Owners Corporation.

Approvals

- (d) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:
 - (i) the engineer nominated by the Owners Corporation;
 - (ii) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - (iii) any other relevant statutory authority whose requirements apply to the Building Works.

Insurance

- (e) Before commencing the Building Works the Owner must effect the following insurances in the joint names of the Owner and Owners Corporation:
 - (i) Contractors all works insurance;
 - (ii) insurance required under the Home Building Act 1989;
 - (iii) workers compensation insurance; and
 - (iv) public liability insurance in the amount of \$10,000,000.

Performance of Works

- (f) In performing the Building Works, the Owner must:
 - (i) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
 - (ii) protect all areas of the building outside lot 26 from damage by the Building Works or the transportation of construction materials, equipment, debris the manner reasonably acceptable to the Owners Corporation;
 - (iii) keep all areas of the building outside lot 26 clean and tidy throughout the performance of the Building Works;
 - (iv) only perform the Building Works at the times approved by the Owners Corporation;
 - (v) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;



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- (vi) remove all debris resulting from the Building Works immediately from the building; and
- (vii) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

Liability

- (g) The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- (h) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Building Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

- (i) The Building Works must be undertaken at the cost of the Owner.

Costs of By-Law, Approvals & Certification

- (j) The Owner will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Building Works or common property areas resulting from the works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

- (k) The Building Works shall be done:
 - (i) in a proper and workmanlike manner and by duly licensed contractors; and
 - (ii) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions



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- (l)** In performing the Building Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

- (m)** The Building Works shall remain the Owner's fixtures.

Right to Remedy Default

- (n)** If the Owner fails to comply with any obligation under this by-Law, TIEN the Owners Corporation may:
- (i)** carry out all work necessary to perform that obligation;
 - (ii)** enter upon any part of the parcel to carry out that work; and
 - (iii)** recover the costs of carrying out that work from the Owner.



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Special By-Law 11 (Air Conditioning Works, Lot 5)

SPECIAL BY-LAW NO

A. DEFINITIONS

i In this by-law:

"Works" means the outdoor unit of a Daikin Heat Pump Split Air Conditioning System or outdoor unit of a Daikin Fully Ducted Air Conditioning System and all ancillary structures.

Building Works means the works undertaken by the Owner to install and attach the works to the common property adjoining lot 5.

Where any terms defined in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as they have under that Act

B. RIGHTS

- i) Subject to the conditions in paragraph C of this by-law, the Owner will have:**
- a) special privilege in respect of the common property to carry out the Building Works to and on the common property; and**
 - b) the exclusive use of those parts of the common property occupied by the Works.**

C. CONDITIONS

Maintenance

- i) The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.**
- ii) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and replace the Works as required from time to time.**

Documentation

- iii) Before commencing the Building Works the Owner must submit to the owners corporation the following documents relating to the Building Works.**



Special By-Law 12 (Fire Safety)

Scope of By-Law:

- (1)** The Owners Corporation has the following additional powers, authorities, duties and functions:
 - (a)** the power to Inspect Essential Services Equipment,
 - (b)** the power to enter into arrangements with third parties to inspect Essential Services Equipment,
 - (c)** the power to recover the Associated Costs from the respective Owner,
 - (d)** the power to enter a lot on 14 days prior notice to the Owners for the purposes of this by-law but without prior notice in case of emergency, and
 - (e)** the power to be indemnified,
 - (f)** the duty to maintain, and
 - (g)** the authority to remedy.
- (2)** In respect of their tot, each Owner must at all times:
 - (a)** comply with all obligations and requirements,
 - (b)** not undertake any alteration works, and
 - (c)** indemnify.

See explanatory notes following

Explanatory Notes - Fire Safety

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 2015 (Act), they will have the same meaning as those words are attributed under the Act.

In this by-law, except when the context otherwise requires:

- (a)** *the singular includes the plural and vice versa,*
- (b)** *words implying any gender encompass all genders, and*
- (c)** *references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.*

Alteration Works means the additions and alterations undertaken by an Owner (including but not limited to installation of locks or obstructing access or airflow) to any Fire Door in their



lot and the common property (including all ancillary structures) which contravene or are prohibited by:

- (a) any Requirements,*
- (b) this by law, or*
- (c) the Australian Standards applicable to fire safety from time to time.*

Associated Costs means any costs associated with the inspection of the Fire Door and

Essential Services Equipment and includes, but is not limited to:

- (a) travel time of the managing agent,*
- (b) any additional charges the Owners Corporation may be charged by the strata managing agent under the terms of the managing agent's contract with the Owners Corporation,*
- (c) any charges imposed by the third party inspectors contemplated by this*
- (d) any charges imposed by engineers or consultants, which may become necessary (in the reasonable opinion of the executive committee) and are incurred as a result of non-compliance of the Owners' obligations under this by-law.*

Essential Services Equipment means any essential services equipment related to fire safety that may be installed in a lot from time to time.

Indemnified and Indemnify means the Owner must indemnify the Owners Corporation against any loss or damage (including legal costs) the Owners Corporation suffers as a result of the Owner's breach of this by-Law, excluding liability under section 122(6) of the Act.

Inspection means inspection once each year subject to reasonable notice being given to each Owner.

Inspection Cost means the cost of the inspection of the Essential Services Equipment.

Maintain means to properly maintain and keep Essential Services Equipment and common property to which they are installed, affixed or erected in a state of good and serviceable repair and/or replace Essential Services Equipment if considered necessary by the executive committee.

Owners means registered owners in Strata Plan No 54560.

Remedy means, of an Owner fails to comply with any obligation under this by-law, the Owners Corporation's right to:



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- (a)** *carry out all work necessary to perform that obligation,*
- (b)** *enter upon any part of the parcel to carry out that work. and*
- (c)** *recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information)and the relevant Owner acknowledges that any debt for which the relevant Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or if the regulations provide for another rate, that other rate and the interest will form part of that debt.*

Requirements means any:

- (a)** *statutory requirements,*
- (b)** *conditions of development approvals,*
- (c)** *rules, regulations, conditions, requirements or specifications of the local council or any other authority or government/statutory department,*
- (d)** *related or applicable to fire safety*



Special By-Law 13 (Complying with the Law)

An owner or occupier of a lot must, at their own cost, comply with all laws relating to:

- (a) The lot owned and/or occupied
- (b) The use of the lot owned and/or occupied
- (c) Common property to which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of any government agency or other statutory body.

Special By-Law 14 (Carrying out Building Works)

(1) When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works

(2) When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to carry out Building Works which you are entitled to carry out under an Exclusive Use or Special Privileges by-law.

However, you must comply with this by-law in carrying out Building Works.

(3) Procedures before you carry out Building Works

Before you carry out Building Works you must:

- (a) Obtain necessary consents from the Owners Corporation and Government Agencies or any other necessary statutory authority
- (b) Find out where service lines and pipes are located; and
- (c) Obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) If you do not need consent to carry out the Building Works, give the Owners Corporation a written notice of what you propose to do. You must give the notice at least 14 days prior to the start of the Building Works.

(4) Procedures when you carry out Building Works

If you carry out Building Works, you must:



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- (a) Use qualified, reputable and, where appropriate, licensed contractors; and
- (b) Carry out the Building Works in a proper and to the reasonable satisfaction of the Owners Corporation; and
- (c) Repair any damage you (or persons carrying out the Building Works for you) because to Common Property, the property of another Owner or Occupier, or the land immediately surrounding the buildings; and
- (d) Use reasonable endeavours to ensure the Building Work is carried out without necessary noise.

(5) Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation) you must:

- (a) Arrange with the Owners Corporation a suitable time and means by which to access the building for purposes associated with those Building Works; and
- (b) Comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- (c) Ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.
- (d) Pay the reasonable external costs incurred by the Owners Corporation in providing you the consent (if such consent is required).

(6) Definitions

Building means the building and structures comprising the strata scheme known as The Owners - Strata Plan No. 54560

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including Common Property walls (including windows and doors in those walls) columns, slabs, floors and ceilings enclosing a lot; or
- (b) The internal walls inside a lot; or
- (c) The external surfaces of a lot; or
- (d) Common property services; or



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- (e) Services in the building, whether or not they are for the exclusive use of a lot.

Special By-Law 15 (Lot 1 Improvements)

- (1) This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the Owner's lot.
- (2) The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
- (3) "Improvements" means the alterations and additions undertaken by the Owner
(at the Owner's cost and to remain the Owner's fixture) as detailed

below: Infill of brick boundary fence:

- (a) Removal of the existing panel comprising vertical and horizontal metal bars in the open section of the eastern brick boundary fence adjacent to the Arthur (Paddy) Gray Reserve adjoining the Lot 1 courtyard area measuring 4140mm by 870mm, as located on the drawing in Annexure A.
- (b) Removal of the existing panels comprising vertical and horizontal metal bars in the two open sections of the eastern brick boundary fence to the south of the open section mentioned in (a) above measuring 2470mm by 870mm and 1565mm by 870mm respectively as located on the drawing in Annexure A.
- (c) Infilling the open sections with bricks of the same size and surface texture to the existing brick wall for the full width of the existing brick wall and painted with paint of consistent quality and colour to match the existing paint colour for the internal and external walls as detailed on the drawing in Annexure A. The Owner will repaint the whole eastern section of the boundary brick wall to lot 1, both internal and external, after all the infill work has been completed.

Note: The existing metal bar panels (3 off) will be removed as "in tack" panels by the Owner. The Owner will move the panels from the wall locations to a



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storage location, on the development site, as advised by the Building Manager and at the Owners cost, so that they are available to the Owners Corporation. There is to be no cost to the Owner for the storage on site.

Replacement of sliding doors

- (d) Removal of the sliding doors and security screen from the casual room to the outside courtyard and replacement with multi panel folding aluminium doors, colour to match the existing black sliding doors. The new multi panel folding doors are to be installed within the existing door opening.
- (4) The Owner must ensure that the Improvements made are in accordance with the conditions provided in this by-law, and special by-law 14 (Complying with the law) and by-law 15 (Carrying out Building Works) of the schemes by-laws.
- (5) The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

Conditions

Before making Improvements

- (6) The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
- (7) The Owner must submit to the Owners Corporation the following documents relating to the making of the Improvements prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings;
 - (b) specifications of work; and/or
 - (c) any other documents reasonably required by the Owners Corporation.
- (8) The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the making of the Improvements are submitted to Owners Corporation.

Carrying out the Improvements

- (9) In carrying out the Improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;



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- (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements
- (10) The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and the local council (if applicable).

Repair and Maintenance

- (11) The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
- (12) If the Owner removes the Improvements or any part of the Improvements made under this by-law, other than for repair of damage or maintenance, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.
- (13) If the Owners Corporation repaints the eastern brick boundary wall to Lot 1, the Owner shall be responsible for the cost of repainting the sections of wall mentioned in clause 3 (a) to (b) in this by-law on a pro rata basis in accordance with the following ratio surface area of the openings to the total surface area of the brick wall (per side) i.e. 7/39. The Owners Corporation may recover the cost of repainting that portion of common property from the Owner as a debt due to the Owners Corporation on demand.



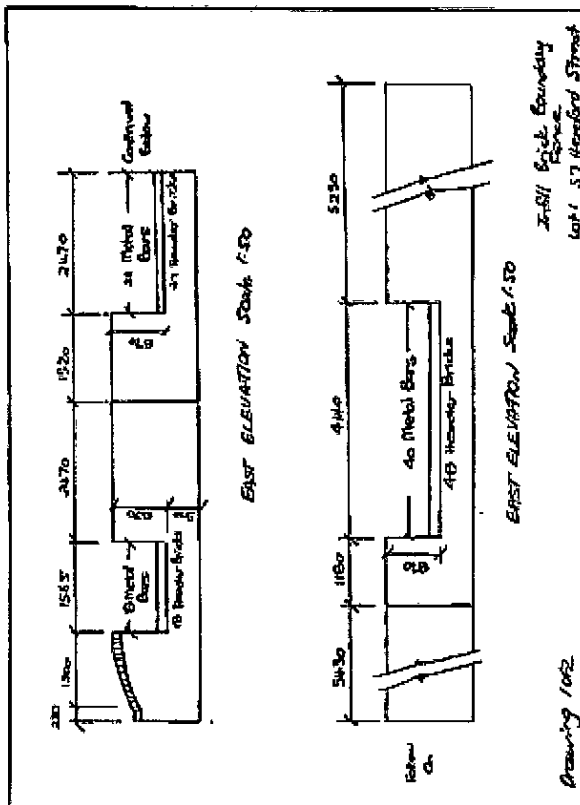
Liability and Indemnity

- (14)** The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of making the Improvements including the repair and maintenance of the Improvements and liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.
- (15)** Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
- (16)** To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.
- (17)** The Owner must pay the reasonable costs of the Owners Corporation of and incidental to the making and registering of this by-law.



Reg: B175644 / Doc: DL A9283188 / Rev: 01-Sep-2019 / Str: RG-OR / Prt: 18-Feb-2021 09:43 / Seq: 28 of 7
 Ref: SP 54560 / Str: M

Annexure A



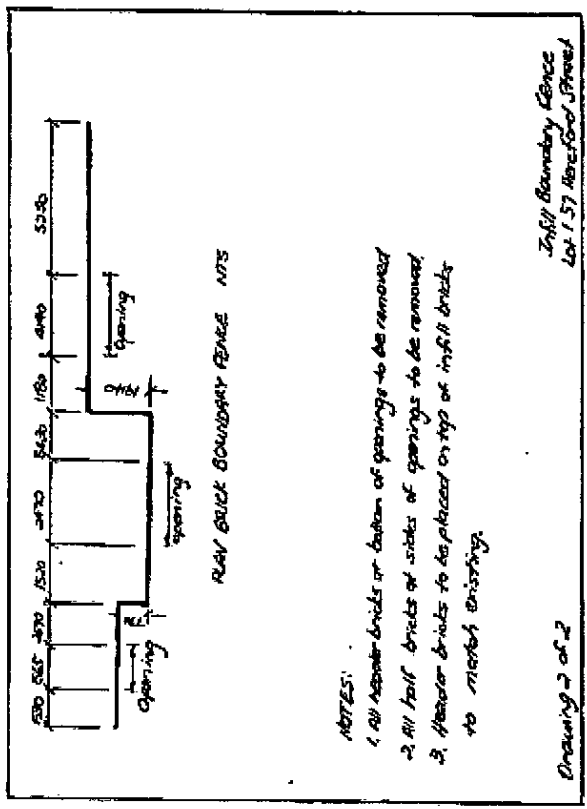
The common seal of The Owners-Strata Plan No 54560 was affixed on 16/08/17 in the presence of
 Signature(s) [Signature]
 Name(s) (use block letters) PANIKEL JOHN LINDERS
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



All handwriting must be in block capitals



Reg: 1575664 / Doc: 15 APR 2013 / Rev: 03-Sep-2013 / Sts: 00.0X / Pts: 06-Sep-2013 13:20 / Pgs: ALL / Seq: 7 of 7
 Ref: SP 54560 / Src: M



The common seal of The Owners-Strata Plan No 64560 was affixed on ... 16/04/13 ... in the presence of

Signature(s) *[Signature]*

Name(s) (use block letters) DANIEL JOHN LINDERS
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.





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Special By-Law 16 (Recovery of Costs)

(1) Grant of Right

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover the costs of the Owners Corporation subject to the conditions under Part 3 of this by-law.

(2) Definitions & Interpretation

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

- (i)** Act means the Strata Schemes Management Act 2015.
- (ii)** Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
- (iii)** Court or Tribunal means any Australian Court or Tribunal.
- (iv)** Fire Service Call-Out means any call-out in relation to emergency fire safety services to strata scheme 54560, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (v)** Levy Register means the levy register maintained in accordance with clause 23 of the Strata Schemes Management Regulation 2016.
- (vi)** Lot means any lot in strata plan 54560.
- (vii)** Order means an order of any Court or Tribunal.
- (viii)** Permitted Person means a person in the strata scheme with the express or implied consent of an owner or occupier.
- (ix)** Proceedings means any application or action to any Court or Tribunal in Australia pursuant to the Act.

(b) In this by-law, unless the context otherwise requires: **(i)** the singular includes the



plural and vice versa; **(ii)** any gender

includes the other genders;

(iii) any terms in the by-law will have the same meaning as those defined in the Act;

(iv) references to legislation include references to amending and replacing legislation; and

(v) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme then this by-law shall prevail to the extent of the inconsistency.

(3) Recovery of Legal Costs and Other Expenses

(a) An owner or occupier of a Lot who instigates, commences or continues with any Proceedings (including but not limited to appeal proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the owner or occupier, indemnifies the Owners Corporation for its reasonable costs and expenses incurred in connection with the Proceedings.

(b) For the avoidance of doubt, the reference to expenses in paragraph 3.1 above includes (but is not limited to) reasonable legal costs, disbursements and strata managing agent fees.

(c) If an owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the costs of enforcement of this by-Law from the owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the owner or occupier acknowledges that any debt for which the owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of one month from the date on which it is due, will bear, until paid, simple interest at an annual rate of 10 per cent (10%).

(4) Recovery of Costs For Fire Service Call-Out

(a) An owner or occupier shall not:

(i) without lawful excuse or cause, make, or cause to be made; or

(ii) request, prompt or provoke without lawful excuse or cause, a Fire

Services Call-Out.

(b) An owner or occupier who makes, or causes to be made, a Fire Services Call-Out in contravention of clause 4(a) hereof shall reimburse the Owners Corporation for all costs incurred with respect to that call-out.

(c) For the avoidance of doubt, the reference to expenses in paragraph 4(a) above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigade, ambulance, police, security or



other servicemen involved as a result of the owner or occupier's making, or causing to be made, the Fire Services Call-Out.

(d) An owner or occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made, or caused to be made, by a Permitted Person in contravention of clause 3(a) hereof.

(e) The Owners Corporation shall service a notice on an owner or occupier, who has contravened clause 4(a) hereof, requiring payment of the costs of the Fire Services Call-Out within fourteen (14) days of the contravention. The owner or occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.

(5) Recover of Costs For Fire Compliance

(a) An owner or Occupier must ensure that all fixtures and fittings installed by them, including, but not limited to, deadlocks, doors and windows are compliant with the requirement of any Authority and the Annual Fire Safety Statement.

(b) Should the Owners Corporation be required to carry out works to ensure fixtures and fittings within a Lot are compliant with the requirement of any Authority and the Annual Fire Safety Statement, the respective the owner indemnifies the Owners Corporation for its reasonable costs and expenses incurred in connection.

(c) The Owners Corporation shall service a notice on an owner or occupier, who has contravened clause 5(a) hereof, requiring payment of the costs referred to in clause 5(b) within fourteen (14) days of the contravention. The owner or occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.

(6) Failure to Comply with this By-Law

(a) Should an owner or occupier fail to comply with a condition of this by-law, the Owners Corporation may:

(i) by its agents, employees or contractors, enter the Lot to carry out works;

(ii) recover the costs of carrying out of any works or the enforcement of this by-law from the owner or occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and

(iii) the owner or occupier acknowledges that any debt for which the owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation



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and, if not paid at the end of one month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent (10%)

Special By-Law 17 (Vegetation Maintenance, Planter Boxes and Gardens)

(1) Preliminary

- (a)** This by-law is made pursuant to Division 3 of Part 5 to the Strata Schemes Management Act 2015.
- (b)** The purpose of the by-law is to prescribe the terms and conditions which apply to the management and care of vegetation within the Strata Scheme.
- (c)** The by-law also makes provision for the Owners Corporation to enter a lot and carry out certain works if owners do not comply with the provision of this by-law.

(2) Definitions & Interpretation

- (a)** In this by-law, unless the context otherwise requires:
 - (i)** Act means the Strata Schemes Management Act 1996;
 - (ii)** Authority means any Government, semi Government, statutory, public or other authority having any jurisdiction over the lot or the building including the local Council;
 - (iii)** Building means the building situate at Glebe Gardens, 57 Hereford Street, Glebe NSW 2037;
 - (iv)** Council means the Council of the City of Sydney;
 - (v)** Landscape Areas means all landscaping, planter boxes, lawns and gardens within a Lot;
 - (vi)** lot means any lot in Strata Plan 54560;
 - (vii)** Owners means the owners from time to time in Strata Plan 54560;
 - (viii)** Owners Corporation means the Owners Corporation constituted by the registration of Strata Plan 54560;
 - (ix)** Prohibited Plant means:
 - I** any vegetation that has become diseased or distressed;
 - II** any vegetation that the Owners Corporation prohibits an Owner from planting or allowing to remain within a Landscape Area; or



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III any weeds declared noxious pursuant to the Noxious Weeds.

(x) Strata Scheme means the strata scheme relating to Strata Plan Act 1993.

54560 located at Glebe Gardens, 57 Hereford Street, Glebe NSW 2037.

- (b)** In this by-law, unless the context otherwise requires
- (i)** the singular includes the plural and vice versa;
 - (ii)** any gender includes the other genders;
 - (iii)** any terms in the by-law will have the same meaning as those defined in the Act;
 - (iv)** references to legislation include references to amending and replacing legislation;
 - (v)** where a term of this by-law is inconsistent with any by-law applied to the strata scheme, then the provision of this by-law shall prevail.
- (c)** Despite anything contained in this by-law, if any provision or part of a provision in this by-law, 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.

(3) Acknowledgement and Owner's Duty to Maintain

- (a)** An Owner has the right to plant vegetation in any form of landscaping, planter box, lawn and garden within the Owner's Lot subject to the terms and conditions of this by-law.
- (b)** Despite paragraph 3(a) of this by-law an Owner must not, without the prior written approval of the Owners Corporation, plant or allow to remain any Prohibited Plant within a Landscape Area.
- (c)** An Owner must maintain all Landscape Areas:
 - (i)** in good order and condition;
 - (ii)** in keeping with the appearance and amenity of the Building; and
 - (iii)** to the reasonable satisfaction of the Owners Corporation.
- (d)** An Owner must:
 - (i)** in watering the Landscape Area, ensure that water does not escape into any part of the common property or other lots.



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- (ii) not use the Landscape Areas in a manner which may cause damage to the common property or a nuisance or hazard to other owners or occupiers of other lots or invitees' licensees or lessee of other owners or occupiers of other lots or the common property.
 - (e) The Owners Corporation may, by written notice to an Owner:
 - (i) require the Owner to remove any vegetation from a Landscape Area;
 - (ii) prohibit an Owner from planting or allowing to remain within a Landscape Area such vegetation as may be specified by the Owners Corporation in such notice;
 - (iii) specify conditions for the planting or continued presence of any vegetation within a Landscape Area (including, without limitation, the requirement to install root barriers);
 - (iv) require the Owner to take steps to properly maintain the Landscape Area,

and the Owner must comply with that notice within the time specified in the notice.

- (f) An Owner must ensure that any Landscape Area does not interfere with or damage common property (including without limitation any pipes, wires, cables, ducts or service lines) or the property of any other lot owner and if this occurs the Owner must rectify that interference or damage within a reasonable period of time and will bear responsibility for any such damage or interference.

(4) Statutory and Other Requirements

- (a) Any maintenance and works which are carried out by owners pursuant to this by-law shall be done:
 - (i) in a proper and workmanlike manner and, where appropriate, by duly licenced contractors; and
 - (ii) in accordance with any written direction provided by the Owners Corporation.
 - (b) Owners must comply with all requirements of the Owners Corporation, the by-laws applicable to the Strata Scheme and all directions, orders and requirements of all relevant statutory authorities including Council relating to the maintenance and works and shall be responsible to ensure that the respective servants, agents and contractors of the owners comply with the said directions, orders and requirements.



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- (c) Owners shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (d) Owners shall comply with the provisions of the Home Building Act 1989 including, but not limited to section 18B.

(5) Notice To Owners

- (a) If, in the opinion of the Owners Corporation, an Owner is not complying with his duties and obligations pursuant to this by-law, then it, either in general meeting or by the Executive Committee, may, serve a written

notice on the Owner requiring him to carry out the maintenance and repairs which are specified in the notice.

- (b) Where any such notice is served pursuant to clause 5.1, the owner shall comply with the direction and within the time specified in the Notice.

(6) Right To Enter

- (a) For the purposes of ascertaining whether an Owner has complied with the provisions of this by-law, the Owners Corporation may, by its agents, employees or contractors enter upon any part of the Lot for the purpose of carrying out such an inspection. An Owner must provide access within 48 hours of receipt of a notice specified in clause 5(a). An Owner must not obstruct or hinder and Owners Corporation in exercise of its function to carry out such inspection.

(7) Right To Remedy Default

- (a) If an Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (i) request, in writing, that the owner comply with the terms of it;
 - (ii) without prejudice to any other rights, enter upon any part of the Lot or engage a contractor to maintain, replace and make good the Landscape Areas and to effect compliance with this by-law: and
 - (iii) recover the cost of carrying out that work from the owner. Such costs, if not paid at the end of one month after becoming due and payable, bear, until paid, simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month



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after they becomes due and payable together with any interest payable and the expenses of the Owners Corporation, including, but not limited to legal costs, in recovering those amounts.

Special By-Law 18 (Zoning - Itinerant Use)

(1) Grant Of Power

- (a)** Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in (3).

This by-law to prevail

- (b)** If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

(2) Definitions & Interpretation

- (a)** In this by-law, unless the context otherwise requires:
- (i)** Act means the Strata Schemes Management Act 2015.
 - (ii)** Council means the City of Sydney.
 - (iii)** LEP means Sydney Local Environmental Plan 2012.
 - (iv)** Lot means each and every lot in the Strata Scheme.
 - (v)** Owner means the respective owner of a Lot from time to time.
 - (vi)** Strata Scheme means the strata scheme relating to Strata Plan 54560 located at 57 Hereford Street, Glebe.
 - (vii)** Zone means zone R1 General Residential, pursuant to the LEP.
- (b)** In this by-law, unless the context otherwise requires:
- (i)** the singular includes plural and vice versa;
 - (ii)** any gender includes the other genders;
 - (iii)** any terms in the by-law will have the same meaning as those defined in the Act; and



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- (iv) references to legislation include references to amending and replacing legislation.

(3) Conditions

- (a) An Owner acknowledges and agrees that:
 - (i) The Strata Scheme is located within the Zone and, within the Zone, development consent of the Council for all purposes, except home occupations, is required.
 - (ii) Use of the Lot for such purposes as bed and breakfast accommodation, a boarding house, dwelling house or hostel may be a purpose for which development consent is necessary.
 - (iii) Use of the Lot for such purposes as a commercial premises or tourist and visitor accommodation may be a purpose which is prohibited.
 - (iv) Council has the responsibility for enforcing the LEP.
 - (v) An Owner who wishes to enter into a use of the nature referred to in clause 3(a)(ii) hereof, must:
 - I lodge an application for development consent;
 - II obtain any necessary approvals from the Council; and
 - III provide a copy of the development consent and approval from the Council to the Owners Corporation.
 - (vi) In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:
 - I an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and
 - II an Owner may be restrained by a Court order from using a Lot for such purposes.
- (b) An Owner must ensure that the respective Lot is not used for any purpose that:
 - (i) is prohibited by law; or
 - (ii) is not in accordance with the conditions of the development consent.
- (c) An Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the LEP.
- (d) Notwithstanding the provisions of section 258 of the Act and in addition to the requirements of that section the Owner will give to the Owners Corporation a notice specifying the names of any occupiers, the period of their occupancy, and the date of anticipated termination of the occupancy for each occupier.



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- (e) The Owners Corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by-law.
- (f) Upon service of the notice provided for in clause 3(e) hereof, the Owner or occupier of must provide access to the Lot to the Owners Corporation, by its agents or employees, within twenty four (24) hours of such service.

Special By-Law 19 (Utility Lots)

(1) Preamble

- (a) This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 2015.
- (b) This by-law relates to the use of utility lots in the strata scheme. A utility lot is a lot designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not be used for human occupation such as a residence, office or shop.
- (c) Lots 104-123 (inclusive) in the strata scheme are utility lots
- (d) Section 39 of the Strata Schemes (Freehold Development) Act 1973 permits the Council to place restrictions on the use of a utility lot in a strata scheme.
- (e) The following condition has been imposed by Leichhardt Municipal Council in the Development Consent conditions issued on 19 February 1997:
 - (i) The use of the utility allotments 104 to 123 inclusive shall be restricted to the proprietor or occupier of residential allotment in the subject Strata Schemes.
- (f) The intended effect and purpose of this by-law is to ensure all owners are aware of, and comply with, the restrictions relating to the use of utility lots in the strata scheme.

(2) Powers and duties of the Owners Corporation

In addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the use of utility lots on the conditions under Part 3 of this by-law.

(3) Definitions

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



- (a) Act means the Strata Schemes Management Act 1996.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) Building means the building situated at 57 Hereford Street, Glebe.
- (d) Residential Lot means any lot in strata plan number 54560 other than a
Utility Lot.
- (e) Utility Lot means mean lots 104-123 (inclusive) in strata plan number
54560.

(4) Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of this by-law is inconsistent with any by-law applicable to the Scheme then the latter by-law shall prevail.

(5) Conditions

- (a) An owner of a Utility Lot must, in relation to its use, at all times comply with:
 - (i) the conditions detailed in this by-law;
 - (ii) all directions, orders and requirements of any Authority.
- (b) A Utility Lot:
 - (i) can only be used for storage or accommodation of boats, motor vehicles or goods;
 - (ii) cannot be used for human occupation such as a residence, office or shop;



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- (iii) can only be used by the owner or occupier of a Residential Lot in the strata scheme;
 - (iv) cannot be used by the registered proprietor of a Utility Lot in any manner if he or she is not the owner or occupier of Residential Lot in the strata scheme.
- (c) If an owner fails to comply with any obligation under this by-Law, the Owners Corporation may:
- (i) by its agents, contractors or employees enter upon the Utility Lot and carry out all work necessary to perform that obligation;
 - (ii) recover the costs of such work from the Owner as a debt due; and
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order;

Special By-Law 20 (Floor Covering)

(1) Preamble

- (a) The by-law aims to regulate the installation of Floor Coverings, including timber flooring.
- (b) The Owners Corporation is aware that the strata scheme is located in a declared high risk termite area. This means there is a high risk that Lots will be subject to termite attack.
- (c) By virtue of this by-law the Owners Corporation discloses to Owners that the strata scheme is in an area which is regarded as a high risk termite area. Consequently, an Owner installing timber flooring shall assume the risk of such installation.
- (d) In addition, the provisions of this by-law provide that an Owner installing timber flooring must indemnify the Owners Corporation for liability incurred as a result of the Works.
- (e) This by-law provides a programme for the carrying out of the installation of timber flooring in a Lot, including the requirement for the making of a by-law for an Owner, which by-law incorporates the applicable substantive provisions of this by-law.
- (f) The restrictions on noise transmission or the terms of the by-law do not apply to floor space comprising a kitchen, entry hall, laundry, lavatory or bathroom in any Lot.

(2) Definitions & Interpretation



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(a)
Definitions

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

- (i)** Act means the Strata Schemes Management Act 2015.
- (ii)** Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the lot or the Building including the council.
- (iii)** Back Area means any area of any Type 3 Lot that is located above another lot (or any part thereof).
- (iv)** Building means the buildings situated at Glebe Gardens, 57 Hereford Street, Glebe.
- (v)** Floor Covering means any type of floor covering, including but not limited to Timber Flooring, hard surface flooring, tiles, rock, granite, carpet and limestone.
- (vi)** Insurance means:
 - I** contractors all risk insurance (including public liability insurance) in the sum of \$10, 000, 000;
 - II** insurance required under the Home Building Act 1989 (if any); and
 - III** workers' compensation insurance. to means any lot in strata plan 54560. owner means the owner(s) of the Lot.
- (vii)** Owners Corporation means the Owners Corporation constituted by the registration of strata plan 54560.
- (viii)** Timber Flooring means any flooring made of or consisting of wood, whether in whole or part, and includes, without limitation, floating floors, timber floor boards, veneer and parquetry.
- (ix)** Type 1 Lots means lots 1-9 inclusive, 32, 33, 91, 92 and 99-103 inclusive.
- (x)** Type 2 lots means lots 10-28 inclusive and 83-90 inclusive. (I) Type 3 Lots means lots 93-98 inclusive.
- (xi)** Type 4 Lots means lots 29-31 inclusive and 34-82 inclusive.
- (xii)** Works means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary) of Floor Covering, together with the restoration of lot and common property (including the Lot) damaged by the



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works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

(b) Interpretation

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

- (i)** the singular includes plural and vice versa;
- (ii)** one gender includes the other, and a corporation and owners corporation or politic, as applicable;
- (iii)** any terms in the by-law will have the same meaning as those defined in Act; and
- (iv)** references to legislation include references to amending and replacing legislation.

THIS BY-LAW TO PREVAIL

- (c)** If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, including, but not limited to, by-law 5, then the provisions of this by-law shall prevail to the extent of that inconsistency.

(3) Conditions

(a) *Prior to commencement of the Works*

Prior to the commencement of the Works, the Owner shall:

- (i)** provide the following information to the Owners Corporation in respect of the proposed installation:
 - I** a diagram depicting the location of all parts of the Works; and
 - II** the manufacturer or supplier's brochure setting out the specifications of the Works;
- (ii)** obtain written approval for the location, manner of installation and material of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld. In this regard, the executive committee is expressly authorised to give such approval;
- (iii)** obtain all necessary approvals, consents and permits from any Authority and provide a copy to the Owners Corporation;



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- (iv)** provide if requested to the Owners Corporation a report from an acoustic engineer that the Works will comply with the standard referred to in clause 3(b)(ii);
- (v)** prepare and provide to the Owners Corporation:
 - I** a new by-law under section 143 of the Act and a special resolution pursuant to section 108 of the Act; and
 - II** the Owner's written consent to the making of the by-law and consent to be responsible for maintenance, repair and replacement of the Works,

such by-law, special resolution and consent to be prepared substantially in terms of the forms attached at Annexure A and to be considered at a general meeting of the Owners Corporation;

- (vi)** effect and maintain Insurance and provide a copy to the Owners Corporation;
and
- (vii)** provide a certificate to the Owners Corporation from a qualified termite control expert that the species of treated timber used for the installation is suitable for the Building.

(b) *Compliant Works*

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

- (i)** be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (ii)** be resistant to termite damage. For clarity, this means only species of treated timber certified as suitable for the Building by a qualified termite control expert;
- (iii)** be insulated with soundproofing underlay and must have an acoustic performance standard when measured in situ in accordance with Australian Standard AS/NZS ISO 140.4:2006
Acoustic - Measurement of Sound Insulation in Buildings and of Building Elements in situ (including insulation) that achieves a weighted standardised impact sound pressure level L'nT,w not exceeding the following:
 - I** 35 for floor coverings on any internal stairs or staircase in all Lots, except for stairs connecting the ground floor with the basement garage in Type 2 Lots;



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II 40 for Type 1 Lots other than for internal stairs or staircases in those Lots;

III 40 for Type 2 Lots including for stairs connecting the ground floor with the basement garage but not including any other internal stairs or staircases in these Lots;

IV 40 for Type 3 Lots other than for the Back Area or for any internal stairs or staircases in those Lots;

V 35 for any Back Area;
and

VI 35 for Type 4 Lots other than for internal stairs or staircases in those Lots; and

(iv) be manufactured, designed and installed to specifications for domestic use.

(c) *During installation of the Works*

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

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

(ii) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards and the requirements of any Authority including any fire safety regulations, except to the extent of any inconsistency with the provisions of this by-law, in which case the provisions of this by-law shall prevail;

(iii) ensure the installation is carried out expeditiously and with a minimum of disruption to other Owners, occupiers or adjoining property owners;

(iv) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

(v) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;

(vi) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;



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- (vii) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
 - (viii) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
 - (ix) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation. For clarity more than one inspection may be required; and
 - (x) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.
- (d) ***After Installation of the Works***
- (i) After the installation of the Works is completed, the Owner must without unreasonable delay:
 - I notify the Owners Corporation that the installation of the
Works has been
completed;
 - II notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
 - III provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
 - IV if required by the Owners Corporation, provide to it a certificate from an acoustic engineer approved by the Owners Corporation that the Works have been completed in accordance with the provisions of this by-law, including to the requisite standards;
 - V if required by the Owners Corporation, provide it with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
 - VI provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess



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compliance with this by-law or any consents provided under this by-law.

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

(e) ***Enduring rights and obligations***

The Owner must:

- (i) not carry out any alterations or additions or do any works other than the Works expressly approved under this by-law;
- (ii) not vary the Works except as expressly contemplated by this by-law without the approval of the Owners Corporation;
- (iii) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (iv) properly maintain and upkeep those parts of the common property in contact with the Works;
- (v) use reasonable endeavours to cause as little disruption as possible when using Timber Flooring and must take all reasonable daily measures to inhibit the transmission of noise to another Lot such as:
 - I the removal of shoes likely to transmit noise;
 - II preventing or minimising vibrations emitted from the use of stereos, televisions, furniture or machinery; and
 - III preventing or minimising any other noise likely to cause a nuisance to another lot owner or occupier as a result of use of the Lot;
- (vi) remain liable for any damage to lot or common property arising out of or in connection with the Works or their use and will make good that damage immediately after it has occurred;
- (vii) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (viii) ensure the Timber Flooring does not cause water to escape or water penetration to lot or common property including the Lot;
- (ix) releases the Owners Corporation from any legal liability, loss, claim or proceedings arising out of or in connection with the



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Timber Flooring and/or the Works including their installation, repair, maintenance, replacement, removal and/or use; and

- (x) indemnify and keep indemnified the Owners Corporation against any legal liability, loss, claim or proceedings arising out of or in connection with the Timber Flooring and/or the Works including their installation, repair, maintenance, replacement, removal and/or use.

(f) *Owner's Agreement and Acknowledgments*

The Owner agrees and acknowledges that:

- (i) the strata scheme is located in a declared high risk termite area;
- (ii) they adopt all risks associated with the installation of Timber Flooring;
- (iii) they undertake to inform any potential purchaser of the Lot of the disclosures and acknowledgments in clause 3(f)(vi) and the contents of this by-law;
- (iv) they will allow access to the Lot for the purposes of the treatment, prevention or rectification of termite infestation on reasonable notice. For emergencies, the Owner further agrees and acknowledges that no notice is required;
- (v) if any termite damage is found, notwithstanding section 65(6) of the Act, they will remove the Timber Flooring at their own cost and re-instate the common property damaged from such removal;
- (vi) without limiting the generality of the release and indemnity in clauses 3(e)(i) or U) hereof, they will release and indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, other property (including to the Lot, the Timber Flooring, the Works, other lot property and personal property), or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation, or performance of such Timber Flooring works, the renewal, repair, replacement or use of any the Works or the keeping of the Works; and
- (vii) without limiting the release and indemnity in clause (vi) above, should the Owners Corporation be required to carry out work as specified in section 65 of the Act, the Owner indemnifies the Owners Corporation against any liability or expense for



damage to the improvements installed in the course of any Works.

(g) *Failure to comply with this by-law*

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

- (i)** by its agents, employees and contractors, carry out all work necessary to perform that obligation;
- (ii)** recover the costs of such work from the Owner as a debt due; and
- (iii)** recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

(h) *Ownership of Works*

The Works will always remain the property of the Owner.

(i) *Applicability*

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



Special By-Law 21 (Air Conditioning Works)

1. Introduction

- The purpose of this by-law is to permit each owner to install a split system air conditioner, subject to the terms of this by-law.

2. Authorisation and Conditions of Work

2.1 The owners corporation, subject to the provisions of this by-law:

2.1.1 specifically authorises and grants a special privilege to each owner to carry out the Works; and

2.1.2 grants to each owner exclusive use of such of the common property as is reasonably required to keep and use their lot's Works.

2.2 Prior to commencing any Works, an owner must:

2.2.1 give at least 14 days' notice;

2.2.2 provide to the strata committee:

- (a) the name and licence number of each contractor used and evidence that they have appropriate insurance;
- (b) a duly completed Application Form; and
- (c) any plans, diagrams and specifications as reasonably requested; and



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- 2.3 During any Works, an owner must:
- 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
 - 2.3.2 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
 - 2.3.4 not store any items on common property; and
 - 2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works.
- 2.5 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works.
- 2.6 Each owner must at his or her cost:
- 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Works; and
 - 2.6.2 ensure that:
 - (a) their air conditioning unit must be designed, manufactured and installed to specification for domestic use and in accordance with the manufacturers instructions;
 - (b) their lot's Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
 - 2.6.2.1 (c) any holes or penetrations are at all times adequately sealed and waterproofed;
 - (d) their lot's Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property;
 - (e) their Works are in keeping with the appearance and amenity of the building, in accordance with the owners corporation's reasonable requests; and
 - (f) the Works comply with Subdivision 3 of the *State Environmental Planning Policy (Exempt and Complying Developments Codes) 2008*.



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- 2.7 Each owner must have a new external condenser unit that:
- 2.7.1 is mounted on vibration pads in a location so as to minimize noise vibrations;
 - 2.7.2 is installed in a location least likely to cause disturbance to other owners (as approved by the owners corporation in its absolute discretion);
 - 2.7.3 does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an external authority or the owners corporation from time to time;
 - 2.7.4 has all external piping and electrical work covered with the same style down pipe used for the existing guttering of the Building or conduit painted in consistent colour to the surface to which it is attached; and
 - 2.7.5 condensate water must be retained within the Lot and appropriately connected to a drainage system.
- 2.8 Any Works carried out under the former Special By-Law 31: Air Conditioning Works, will be enforceable under this by-law with all conditions to apply to owners.
3. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. **Interpretation**

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*;
- 4.2 **Application Form** means the form annexed as "A" or as the strata committee may otherwise approve;
- 4.3 **lot** means a lot in the strata scheme;
- 4.4 **owner** means the owner of a lot for the time being;
- 4.5 **Works** means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot, Where relevant **Works** means the Works that service an owner's lot;
- 4.6 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.



Special By-Law 22 (Keeping of Pets)

(1) Grant of Power

In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions to regulate the keeping of animals on the conditions in (3).

(2) Definitions & Interpretation, By-Law To Prevail

- (a)** In this by-law, unless the context otherwise requires:
- (i)** Act means the Strata Schemes Management Act 2015.
 - (ii)** Animal means any animal, including but not limited to a bird, dog, cat or fish.
 - (iii)** Approval Form means the form attached at Annexure A or as the executive committee may otherwise approve from time to time.
 - (iv)** Disability has the same meaning
 - (v)** Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the lot and/or common property including the local council.
 - (vi)** Companion Animal has the meaning ascribed to that term in the Companion Animals Act 1998.
 - (vii)** Lot means any lot in Strata Plan No. 54560.
 - (viii)** Strata Scheme means the strata scheme relating to Strata Plan 54560 located at 57 Hereford Street, Glebe.
- (b)** In this by-law, unless the context otherwise requires:
- (i)** the singular includes the plural and vice versa;
 - (ii)** any gender includes the other genders;
 - (iii)** any terms in the by-law will have the same meaning as those defined in the Act;
 - (iv)** references to legislation include references to amending and replacing legislation; and
 - (v)** where a term of this by-law is inconsistent with any by-law applicable to the strata scheme then this by-law shall prevail to the extent of the inconsistency



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(3) Conditions

- (a)** Subject to section 139(5) of the Act an owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal on Lot or common property.
- (b)** If an owner or occupier of a Lot keeps or intends to keep an Animal on the Lot, then the respective owner or occupier must submit to the Owners Corporation a duly completed Approval Form containing the following:

 - (i)** a detailed description of the animal proposed to be kept (including details of the breed and size of the animal);
 - (ii)** a photograph of the animal;
 - (iii)** (if applicable) a copy of any certificate of training of the animal;
 - (iv)** (if applicable) a copy of any registration/licence for the animal; and any other information the Owners Corporation requires.
- (c)** An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at an executive committee meeting within twenty-eight (28) days of the date of the application. Failure to comply with this clause does not amount to consent.
- (d)** If the Owners Corporation approves the keeping of an animal by the owner or occupier then the owner or occupier shall, in addition to any other specific conditions imposed as part of an approval:

 - (i)** keep the animal in compliance with the Companion Animals Act 1998 (where applicable);
 - (ii)** keep the animal within the boundaries of their Lot;
 - (iii)** take such action as necessary to promptly clean all areas of the lot and common property that are soiled by the animal including by making use of, where applicable, a soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;
 - (iv)** ensure that the animal is microchipped (where required by law) and is wearing an identification tag or collar containing the contact details of its owner at all times;
 - (v)** prohibit the animal from roaming freely on the common property;
 - (vi)** ensure the animal is on a leash when travelling across or through common property;



- (vii)** ensure that any product arising from the disposal of food and litter waste is securely packaged to limit;
- (viii)** comply with any directions of or guidelines as may be published by an executive committee or Owners Corporation from time to time;
- (ix)** do all acts and things necessary to:

 - I** ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another Lot or of any person lawfully using the common property; and
 - II** clean all areas of lot or common property that are soiled by the animal; and
- (x)** remain liable for any damage to lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any injury to any person, and damage to lot or common property.
- (e)** If an owner or occupier does not comply with any obligation under the by-law, then the Owners Corporation may, whilst acting reasonable (at its absolute discretion) revoke any approval given under this by-law or otherwise and give notice of such revocation to the owner or occupier.
- (f)** If any approval to keep an animal under this by-law or otherwise is revoked by the Owners Corporation then the owner and/or occupier shall remove the animal within 7 days from the date that a written notice is given to the owner or occupier by the Owners Corporation.
- (g)** An owner or occupier may allow any visitor to bring any animal onto lot or common property provided that their visitor must comply with clause 2(e) of this by-law.
- (h)** Any approval given by the Owners Corporation under clause 2(b) may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given.
- (i)** Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the Owners Corporation (or executive committee).

Any consent granted under this by-law is only applicable for the life of that particular animal.



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Annexure "A"

PET APPLICATION

Owners Corporation
Glebe Gardens
c/- Strata Manager

Request Date

Dear Strata Committee,

RE: Keeping of Pets in Strata Scheme 54560 Glebe Gardens

I / We make this formal application to the Strata Committee (Committee) under the Strata Schemes Management Act 2015 – Special By-Law "25" Keeping of Pets.

I / We understand that this application must be approved PRIOR to bringing an animal onto Glebe Gardens Property, and I / We understand that this application is a request and does not have to be approved by the Committee.

DETAILS AS REQUIRED BY THE COMMITTEE:

Applicants Name/s:
Address in Glebe Gardens:
Type of Residence: <u>Unit / Townhouse</u> Outdoor Area Available: <u>Y / N</u> # of Bedrooms:
Phone Number: Resident Type: <u>Owner / Tenant</u>
<u>Tenants Only</u> Lease Period: From..... To
Managing Agent:
Agent Address:
Agent Phone Number:
(a copy of the lease must be attached to complete this request)
DESCRIPTION OF INTENDED ANIMAL Type: Sex: <u>M / F</u> Age:
Breed: Size: <u>Small / Medium / Large</u>
Is / Will the pet be registered with Council? <u>Y / N</u> , which Council:

I / We agree that should the application be accepted:

1. The animal will be kept safely within the confines of the resident's property;
2. The animal will not impact other owners in Glebe Gardens;
3. The animal will be carried OR on a leash when passing through Glebe Gardens property, common property is not a walking/exercising ground for pets;
4. The owner will place a picture of the animal in Glebe Gardens building management system "Pet Park" within 1 month of the animal's arrival;
5. The owner will be bound by the rules as set out from time to time by the Committee;
6. Any damage caused by the animal will be rectified by Me / Us to the satisfaction of the Committee.

I / We agree that if the Committee receives a written complaint about the animal it will be at the Committee's sole discretion to remove the animal from Glebe Gardens and I / We will comply with that order. I / We agree the information provided is correct and truthful.

Signed by Applicant:

STRATA COMMITTEE REVIEW AND DECISION:

Date Received: Meeting Date:

The Committee has Accepted / Rejected this application. Date:

Reason for Rejection:

Signed on behalf of Committee:



Special By-Law 23 (Bathroom Works)

(1) Preamble

The purpose of this by-law is to provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Bathroom Works to a Lot and to regulate the maintenance, repair and replacement of those Bathroom Works.

(2) Definitions & Interpretation

(a) Definitions

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

- (i)** Act means the Strata Schemes Management Act 2015.
- (ii)** Approval Form means the form attached at "Annexure H Bathroom Works Application Form" or as the executive committee may otherwise approve from time to time.
- (iii)** Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
- (iv)** Bond means a bank cheque in the amount of \$1,000.00 made payable to the Owners Corporation.
- (v)** Building means the building situated at 57 Hereford Street, 75 Ross Street, 11 Wigram Lane, Glebe.
- (vi)** Essential Works means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (vii)** Insurance means:
 - I** contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - II** insurance required under the Home Building Act 1989 (if any); and
 - III** workers' compensation insurance.



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- (viii)** Lot means any lot in strata plan number 54560.
- (ix)** Major Bathroom Works means the works that require penetration to or removal of common property floors, walls and ceiling including works of a structural nature, plumbing works and any additions or alt common property (and which are not Minor
- (x)** Minor Bathroom Works means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) and that do not require changes to plumbing.
- (xi)** Owner means the owner(s) of the Lot(s).
- (xii)** Bathroom Works means the Minor Bathroom Works and the Major Bathroom Works.

(b) Interpretation

- (i)** In this by-law, unless the context otherwise requires:
 - I** the singular includes the plural and vice versa;
 - II** any gender includes the other genders;
 - III** any terms in the by-law will have the same meaning as those defined in the Act;
 - IV** references to legislation include references to amending and replacing legislation;
 - V** where a term of this by-law is inconsistent with any by-law applied to the strata scheme, then the provisions of this by-law shall prevail;
 - VI** references to any Bathroom Works under this by-law include, where relevant, the pipes, wires and all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.
- (ii)** Despite anything contained in this by-law, if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.



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(3) Conditions

(a) *Before Commencement of Bathroom Works*

- (i)** Prior to carrying out any Bathroom Works, an Owner must submit to the executive committee, a duly completed Approval Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.
- (ii)** Upon receipt of the Approval Form, the executive committee shall determine, at its absolute discretion, whether the Bathroom Works to be carried out are Minor Bathroom Works or Major Bathroom Works. In order to make such determination, the executive committee may request the Owner to provide additional details of the Bathroom Works, including plans, specifications and engineer's reports or certifications.
- (iii)** The determination, the Executive Committee shall inform the Owner, in writing at determination.

(b) *Minor Bathroom Works*

- (i)** If the executive committee determines that the Bathroom Works are Minor Bathroom Works, an Owner may carry out the Minor Bathroom Works.
- (ii)** The Owners Corporation may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The Owner must comply with any conditions.

(c) *Major Bathroom Works*

- (i)** If the executive committee determines that works to be carried out are Major Bathroom Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approval Form) within fourteen (14) days from the date of notification by the executive committee.
- (ii)** Before commencement of any Major Bathroom Works, the Owner must:
 - I** provide access to the Building Manager for review of the proposed works.
 - II** provide a complete proposal concerning the Major Bathroom Works including but not limited to:
 - A** plans and specifications of the proposed works;



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- B** a diagram depicting the location of or proposed installation points of all parts of the works;
- C** engineering plans and certifications if requested by the Owners Corporation;
- D** any necessary approvals/consents/permits from any Authority; and
- E** a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);

III prepare and provide to the Owners Corporation:

- A** a new by-law under the Act, to amend the definition of "Major Bathroom Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Bathroom Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and
- B** the owner's written consent to:
 - ◆ the passing of the by-law; and
 - ◆ be responsible for the maintenance, repair and replacement of the Major Bathroom Works.
- C** other owners' written consents to the passing of the by-law, where required.

such by-law (marked **Annexure "B - Bathroom Works"**) and form of consent (marked **Annexure "C - Consent"**) need to be prepared substantially and to be considered at a general meeting of the Owners Corporation.

- (iv) pay for all costs of the owners corporation including:
 - (i) legal fees for reviewing the proposal;
 - (ii) fees for convening any meeting to consider the proposal;
 - (iii) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
 - (iv) registration fees for the by-law contemplated in clause 3.1.3(b)(iii);
- (v) obtain written consent to the date for the commencement of the Bathroom Works from the owners corporation upon satisfaction of its obligations in clause



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3.1.3(b) above. For clarity, no Major Bathroom Works may be commenced unless and until the by-law referred to in clause 3.1.3(b)(iii) is passed by special resolution at a duly convened general meeting of the owners corporation;

- (c) Upon receipt of a by-law under clause 3.1.3(b)(iii) the owners corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in clauses 3.2-3.9 (inclusive).

3.2. Notice

- (a) At least two (2) days prior to the commencement of the Bathroom Works or an aspect of the Bathroom Works the Owner shall make arrangements with the building manager and/or the executive committee regarding:
- (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Bathroom Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Bathroom Works are being conducted;

3.3 During construction

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

- (a) use duly licensed employees, contractors or agents to conduct the Bathroom Works;
- (b) ensure the Bathroom Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Bathroom Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Bathroom Works between the hours permitted by local council. No Bathroom Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the building manager and/or the executive committee.
- (g) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the building manager and/or the executive committee;



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- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Bathroom Works to be conducted on the common property;
- (i) protect all affected areas of the Building outside the Lot from damage relating to the Bathroom Works or the transportation of construction materials, equipment, and debris;
- (j) if applicable, provide to the building manager and/or the executive committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
- (kl) ensure that the Bathroom Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation (for clarity more than one inspection may be required);
- (ml) observe all the other by-laws applicable to the strata scheme at all times; and
- (n) not vary the Bathroom Works or their scope without first obtaining the consent in writing from the owners corporation.

3.4 After construction

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

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



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- 3.4.2 The owners corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that clauses 3.5.1(a)-(e) immediately above have been complied with.
- 3.4.3 Upon being satisfied that the Bathroom Works have been completed the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Bathroom Works or breach of this by-law.
- 3.5 Statutory and other requirements.
- (a) The Owner must:
- (i) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Bathroom Works;
 - (ii) be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
 - (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iv) comply with the provisions of the *Home Building Act 1989*.
- (b) The Bathroom Works must:
- (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 3.6 Enduring rights and obligations
- 3.6.1 An Owner must:
- (a) properly maintain, replace and keep in good and serviceable repair any Bathroom Works installed by them;
 - (b) properly maintain and upkeep those parts of the common property in contact with the Bathroom Works;
 - (c) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Bathroom Works are removed or relocated;
 - (d) ensure that the Bathroom Works (where applicable) do not cause water escape or water penetration to lot or common property;



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- (e) ensure that any electricity or other services required to operate the Bathroom Works (where applicable) are installed so they are connected to the lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Bathroom Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Bathroom Works caused howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.9.

3.7 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the owners corporation may:

- (a) by its agents, employees and contractors, enter upon the lot and carry out all work necessary to perform that obligation;
- (b) apply the Bond towards the costs incurred by the owners corporation to carry out that work;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
- (d) recover any costs from the Owner as a debt due.

3.8 Essential Works

No Owner or occupier shall refuse or restrict the owners corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Bathroom Works to carry out Essential Works to the common property (at the cost of the owners corporation) which may be attached to, in, under or about the Bathroom Works including the common property structures or services provided that the owners corporation shall give prior notice to the owner or occupier (emergencies excepted).

3.9 Ownership of Works

The Works will always remain the property of the Owner.

3.10 Applicability

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



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Annexure "H – Bathroom Works Application Form"

STRATA PLAN 54560

BATHROOM WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. < > FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ UNIT/LOT NUMBER _____

CONTACT TELEPHONE (list all).....

EMAIL

LOCATION: BATHROOM TOILET OTHER.....

WORK

- INVOLVES:
- | | |
|-------------------------------------|---|
| <input type="checkbox"/> TILING | <input type="checkbox"/> FLOOR SURFACES |
| <input type="checkbox"/> CEILING | <input type="checkbox"/> AIRDUCTS |
| <input type="checkbox"/> PLUMBING | <input type="checkbox"/> WALL REMOVAL/PENETRATION |
| <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> COMMON PROPERTY ALTERATION |
| <input type="checkbox"/> MASONRY | <input type="checkbox"/> OTHER |

PREFERRED DATE OF BATHROOM WORKS STARTING..... ENDING.....

PLEASE ATTACH BRIEF DESCRIPTION OF INTENDED BATHROOM WORKS

AND EITHER: PLAN BY ARCHITECT (if available)

OR: ROUGH PLAN / DIAGRAM (provided by owner)

DEVELOPMENT APPLICATION (if applicable)

I the undersigned hereby warrant that I have read the Special By-Law No. < > for major and minor bathroom works approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL

ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE.....

CEILING

CAVITY

ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE.....



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Reg:R094045 /Doc:DL A2122591 /Rev:27-Jan-2016 /Sts:NO.0K /Prt:02-Feb-2016 16:44 /Pgs:ALL /Seq:6 of 7
Ref: /Src:0

Annexure "1" – BATHROOM WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 54560 **SPECIALLY RESOLVES** pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to specifically authorise the Bathroom Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 54560 **SPECIALLY RESOLVES** pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot < > Bathroom Works

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2 to 3.10 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Bathroom Works" and "Lot" as follows:

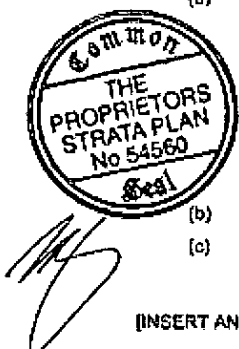
PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:

- (a) "Major Bathroom Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:
 - (i) _____; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) "Lot" means _____ in strata plan 54560.
- (c) "Plans" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]





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Ref: /Src:0

Annexure "J"

CONSENT UNDER SECTION 52
STRATA SCHEMES MANAGEMENT ACT 1996
STRATA SCHEME 54560

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We, _____, CONSENT to the making of a by-law conferring rights over the common property for the installation of _____ to be carried out by me/us as the owners of lot _____ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on _____ or any adjournment of that meeting.

Dated:

Signature of _____

Owner of Lot _____

cc: The Owners – Strata Plan No 54560





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Special By-Law 24 (Major and Minor Kitchen Works)

(1) Preamble

The purpose of this by-law is to provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Kitchen Works to a Lot and to regulate the maintenance, repair and replacement of those Works.

(2) Definitions & Interpretation

(a) Definitions

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

- (i)** Act means the Strata Schemes Management Act 2015.
- (ii)** Approval Form means the form attached at "Annexure - Kitchen Works Application Form" or as the executive committee may otherwise approve from time to time.
- (iii)** Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
- (iv)** Bond means a bank cheque in the amount of \$1,000.00 made payable to the Owners Corporation.
- (v)** Building means the building situated at 57 Hereford Street, Glebe Garden, Glebe.
- (vi)** Essential Works means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (vii)** Insurance means:
 - I** contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - II** insurance required under the Home Building Act 1989 (if any);
and
 - III** workers' compensation insurance.
- (viii)** lot means any lot in strata plan number 54560.
- (ix)** Major Kitchen Works means works that require penetration to or removal of common property floors, walls and ceilings including works of a structural nature and any additions to the common property (and which are not Minor Kitchen Works).



- (x)** Minor Kitchen Works means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property).
- (xi)** Owner means the owner(s) of the Lot(s).
- (xii)** Kitchen Works means the Minor Kitchen Works and the Major Kitchen Works.

(b) Interpretation

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

- (i)** the singular includes the plural and vice versa;
- (ii)** any gender includes the other genders;
- (iii)** any terms in the by-law will have the same meaning as those defined in the Act;
- (iv)** references to legislation include references to amending and replacing legislation;
- (v)** where a term of this by-law is inconsistent with any by-law applied to the strata scheme, then the provisions of this by-law shall prevail;
- (vi)** references to any Works under this by-law include, where relevant, pipes, wires, valves, ductwork, tank and all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

Despite anything contained in this by-law, if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

(3) Conditions

(a) Before Commencement of Kitchen Works

- (i)** Prior to carrying out any Kitchen Works, an Owner must submit to the executive committee, a duly completed Approval Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.
- (ii)** Upon receipt of the Approval Form, the executive committee shall determine, at its absolute discretion, whether the Kitchen Works to be carried out are Minor Kitchen Works or Major Kitchen Works. In order to make such determination, the executive committee may request the Owner to provide



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additional details of the Kitchen Works, including plans, specifications and engineer's reports or certifications.

(iii) On making the determination, the executive committee shall inform the Owner, in writing, of that determination.

(b) Minor Kitchen Works

(i) If the executive committee determines that the Kitchen Works are Minor Kitchen Works, an Owner may carry out Minor Kitchen Works with the written approval of the executive committee.

(ii) The Owners Corporation may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The Owner must comply with any conditions.

(c) Major Kitchen Works

(i) If the executive committee determines that works to be carried out are Major Kitchen Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the executive committee.

(ii) Before commencement of any Major Kitchen Works, the Owner must:

I provide a complete proposal concerning the Major Kitchen Works including but not limited to:

- A** plans and specifications of the proposed works;
- B** specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
- C** a diagram depicting the location of or proposed installation points of all parts of the works;
- D** engineering plans and certifications if requested by the Owners Corporation;
- E** any necessary approvals/consents/permits from any Authority; and



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F a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);

II prepare and provide to the Owners Corporation:

A a new by-law under the Act, to amend the definition of "Major Kitchen Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Kitchen Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

B the owner's written consent to:

- ◆ the passing of the by-law; and
- ◆ be responsible for the maintenance, repair and replacement of the Major Kitchen Works,

C other owners' written consents to the passing of the by-law, where required.

such by-law (marked **Annexure "B – Future Kitchen Works"**) and form of consent (marked **Annexure "C – Consent"**) need to be prepared substantially and to be considered at a general meeting of the Owners Corporation.

(iii) pay for all costs of the owners corporation including:

(I) legal fees for reviewing the proposal;

(II) fees for convening any meeting to consider the proposal;

(III) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and

(iv) if requested, a dilapidation report prepared by a structural engineer having reviewed the Major Kitchen Works in relation to any area of the Building (including any lot and common property) that may be affected by the Kitchen Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

(v) if requested, allow the building manager to inspect the area of the proposed works.



(vi) obtain written consent to the date for the commencement of the Kitchen Works from the owners corporation upon satisfaction of its obligations in clause 3.1.3(b) above. For clarity; no Major Kitchen Works may be commenced unless and until the by-law referred to in clause 3.1.3(b) is passed by special resolution at a duly convened general meeting of the owners corporation;

(c) Upon receipt of a by-law under clause 3.1.3(b)(ii) the owners corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in clauses 3.4-3.12. (inclusive).

3.4 Notice

(a) At least two (2) days prior to the commencement of the Kitchen Works or an aspect of the Kitchen Works the Owner shall make arrangements with the building manager regarding:

(ii) the suitable times and method for the Owner's contractors to access the Building to undertake the Kitchen Works; and

(ii) the suitable times and method for contractors to park their vehicles on common property whilst the Kitchen Works are being conducted.

3.5 Compliant Kitchen Works

To be compliant under this by-law, Major Kitchen Works:

(a) must be in keeping with the appearance and amenity of the Building in the opinion of the owners corporation;

(b) must be manufactured, designed and installed to specifications for domestic use;

(c) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the owners corporation;

3.6 During construction

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

(a) use duly licensed employees, contractors or agents to conduct the Kitchen Works;

(b) ensure the Kitchen Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;

(c) ensure the Kitchen Works are carried out expeditiously and with a minimum of disruption;



- (d) carry out the Kitchen Works between the hours permitted by local council. No Kitchen Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the building manager;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the building manager;
- (g) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the building manager;
- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Kitchen Works to be conducted on the common property;
- (i) protect all affected areas of the Building outside the Lot from damage relating to the Kitchen Works or the transportation of construction materials, equipment and debris;
- (j) if applicable, provide to the building manager at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
- (k) ensure that the Kitchen Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation (for clarity more than one inspection may be required);
- (m) observe all the other by-laws applicable to the strata scheme at all times; and
- (n) not vary the Kitchen Works or their scope without first obtaining the consent in writing from the owners corporation.

3.7 After construction

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

- (a) notify the owners corporation that the Kitchen Works have been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the Kitchen Works and not permitted by this by-law has been rectified;



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- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Kitchen Works;



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- (d) provide (if required) the owners corporation with certification from a suitably qualified contractor(s) approved by the owners corporation that the Major Kitchen Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the owners corporation with certification from a suitably qualified contractor(s) approved by the owners corporation that the Kitchen Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(f) immediately above have been complied with.

3.7.3 Upon being satisfied that the Kitchen Works have been completed the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Kitchen Works or breach of this by-law.

3.8 Statutory and other requirements

(a) The Owner must:

- (i) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Kitchen Works;
- (ii) be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (iv) comply with the provisions of the *Home Building Act 1989*.

(b) The Kitchen Works must:

- (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.



3.9 Enduring rights and obligations

3.9.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Kitchen Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Kitchen Works;
- (c) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Kitchen Works are removed or relocated;
- (d) ensure that the Kitchen Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Kitchen Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Kitchen Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Kitchen Works caused howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.9.

3.9.2 If the dilapidation report referred to in 3.3(b)(iv) of this by-law is obtained, the Owner and the owners corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Kitchen Works to the common property and any lot.

3.10 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the owners corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
- (c) recover any costs from the Owner as a debt due.

3.11 Essential Kitchen Works



No Owner or occupier shall refuse or restrict the owners corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Kitchen Works to carry out Essential Works to the common property (at the cost of the owners corporation) which may be

attached to, in, under or about the Kitchen Works including the common property structures or services provided that the owners corporation shall give prior notice to the owner or occupier (emergencies excepted).

3.12 Applicability

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

- (a) The Kitchen Works must:
 - (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.13 Enduring rights and obligations

3.13.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair, any Kitchen Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Kitchen Works;
- (c) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Kitchen Works are removed or relocated;
- (d) ensure that the Kitchen Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Kitchen Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Kitchen Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Kitchen Works caused



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howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.9

3.13.2 If the dilapidation report referred to in 3.3(b)(iv) of this by-law is obtained, the Owner and the owners corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Kitchen Works to the common property and any lot.

3.14 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the owners corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
- (c) recover any costs from the Owner as a debt due.



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Ref: / Src: 0

Annexure "K- Kitchen Works Application Form"

STRATA PLAN 54560

KITCHEN WORKS APPLICATION FORM

Use this form if you wish to undertake Kitchen Works or renovations within your apartment. This form is to be consumed according to the conditions outlined in the SPECIAL BY-LAW NO. < > FOR MAJOR AND MINOR KITCHEN WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of Building Kitchen Works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ UNIT/LOT NUMBER _____

CONTACT TELEPHONE (list all).....

EMAIL.....

LOCATION: KITCHEN

WORK

- INVOLVES: TILING FLOOR SURFACES
 CEILING AIRDUCTS
 PLUMBING MASONRY
 ELECTRICAL WALL REMOVAL/PENETRATION
 FIRE SPRINKLERS REMOVING FUSE BOX
 COMMON PROPERTY ALTERATION OTHER

PREFERRED DATE OF KITCHEN WORKS STARTING..... ENDING.....

PLEASE ATTACH BRIEF DESCRIPTION OF INTENDED KITCHEN WORKS

AND EITHER: PLAN BY ARCHITECT (if available)

OR: ROUGH PLAN / DIAGRAM (provided by owner)

DEVELOPMENT APPLICATION (if applicable)

I the undersigned hereby warrant that I have read the Special By-Law No. < > for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:
As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE.....

CEILING CAVITY ALTERATIONS:
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE.....



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Annexure "L - FUTURE KITCHEN WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners - Strata Plan No 54560 SPECIALLY RESOLVES pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to specifically authorise the Kitchen Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners - Strata Plan No 54560 SPECIALLY RESOLVES pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot < > Kitchen Works

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and 3.2-3.10 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Kitchen Works" and "Lot" as follows:

PART 3

DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:

(a) "Major Kitchen Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:

- (i) _____; and
(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "Lot" means _____ in strata plan 54560.

(c) "Plans" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]





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Ref: /Src:0

Annexure "M"

CONSENT UNDER SECTION 52
STRATA SCHEMES MANAGEMENT ACT 1996
STRATA SCHEME 54560

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We _____, CONSENT to the making of a by-law
conferring rights over the common property for the installation of
_____ to be carried out by me/us as the owner/s of lot
_____ in our strata scheme and conferring on me/us the responsibility to repair and
maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on
_____ or any adjournment of that meeting.

Dated:

Signature of _____

Owner of Lot _____

cc: The Owners - Strata Plan No 54560





Special By-Law 25 (Prohibition of Smoking)

(1) Grant of Power

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate smoking on the common property and within a Lot.

(2) This by-law to prevail

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

(3) Compliance

Notwithstanding anything contained in the by-laws applicable to the strata scheme all Owners, occupiers and invitees are subject to the restrictions outlined in Part 3 of this by-law.

(4) Definitions & Interpretation

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

- (i)** Act means the Strata Schemes Management Act 2015.
- (ii)** Lot means any lot in strata plan 54560.
- (iii)** Owner means the owner of the Lot.
- (iv)** Smoke or Smoking means burning and/or inhaling tobacco by way of cigarettes (including roll-your-own tobacco), pipes, cigars and the like.

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

- (i)** the singular includes plural and vice versa;
- (ii)** any gender includes the other genders;
- (iii)** any terms in the by-law will have the same meaning as those defined in the Act; and
- (iv)** references to legislation include references to amending and replacing legislation.

(5) Restrictions on Smoking

- (a)** Smoking is prohibited anywhere on or about common property at all times.



- (b) The Owner or occupier must not smoke within a Lot so as to cause a nuisance to, or otherwise interfere unreasonably with, the use or enjoyment of the common property or any other Lot by any other person entitled to the use or enjoyment of the common property or another Lot.
- (c) An Owner or occupier must ensure the Smoke does not penetrate to the common property or any other Lot.
- (d) Smoking is prohibited anywhere on or about the balconies and courtyards at all times where it interferes with the reasonable enjoyment of another lot or the common property by any other person.
- (e) An Owner or occupier must ensure that their invitees comply with the restrictions of this by-law at all times.
- (f) For the avoidance of doubt this by-law does not apply to the smoking of prohibited substances which is prohibited at all times by the Crimes Act 1900.

(6) Enduring Obligations

- (a) An Owner or occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.
- (b) The Owners Corporation, or the strata managing agent, may serve a notice under section 146 of the Act, requiring the Owner or occupier to comply with this by-law if it is satisfied that there has been a contravention of it.
- (c) The Owners Corporation may apply for an order of the tribunal under section 147 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 146, contravened the by law.

The Owners Corporation may, in addition to the order sought under clause 5(c) hereof, seek an order under section 232 for the payment of costs.

Special By-Law 26 (AST Works - Lot 10)

(1) Preamble

- (a) This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
- (b) The by-law relates to lot 10 in the strata scheme.
- (c) The Owners of lot 10 have previously carried out the Past Works.
- (d) The intended effect and purpose of this by-law is to:
 - (i) permit the Owners of lot 10 to retain the Past Works; and



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- (ii) to confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Works.

(2) Grant of Right

Notwithstanding anything contained in any by-law applicable to the strata scheme the Owners of lot 10 have the exclusive use and enjoyment of those parts of the common property occupied by the Past Works and the special privilege to retain the Past Works (at the Owner's cost and to remain the Owner's fixtures) subject to the provisions of Part 4 of this by-law.

This by-law to prevail

- (a) 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 shall prevail to the extent of that inconsistency.
- (b) The Owners Corporation acknowledges and agrees that the making of this by-law is the provision of the consent required of the by-laws applicable to the strata schemes.

(3) Definitions & Interpretation

(a) Definitions

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

- (i) Act means the Strata Schemes Management Act 1996.
- (ii) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (iii) Building means the building situated at Glebe Gardens, 57 Hereford Street, Glebe NSW 2037.
- (iv) Lot means lot 10 in the strata plan 54560.
- (v) Owner means the owner(s) of the Lot.
- (vi) Past Works means the works to the Lot and common property previously carried out for and in connection with the Lot. The works include:
 - I removal and replacement of gyprock ceiling;
 - II removal and replacement of internal gyprock wall in new position;
 - III removal of parquet floors;



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- IV** installation of tiled floors;
- V** removal of kitchen fixtures and fittings;
- VI** installation of new fixtures and fittings in kitchen;
- VII** removal of wall tiles in kitchen;
- VIII** installation of new kitchen tiles

As shown on the plans and specifications attached to this by-law and marked 'A'.

(b) Interpretation

- (i)** In this by-law, unless the context otherwise requires:
 - I** the singular includes the plural and vice versa;
 - II** any gender includes the other genders;
 - III** any terms in the by-law will have the same meaning as those defined in the Act;
 - IV** references to legislation include references to amending and replacing legislation;
 - V** references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees.

(4) Conditions

(a) *Enduring rights and obligations*

The Owner must:

- (i)** not carry out any alterations or additions or do any works (other than the Past Works);
- (ii)** properly maintain and upkeep the Past Works in a state of good and serviceable repair;
- (iii)** properly maintain and upkeep those parts of the common property in contact with the Past Works;
- (iv)** comply with all directions, orders and requirements of any Authority relating to the Past Works;
- (v)** remain liable for any damage to lot or common property arising out of or in connection with the Past Works and will make good that damage immediately after it has occurred; and
- (vi)** indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Past



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Works including their installation, repair, maintenance, replacement, removal and/or use.

(b) *Failure to comply with this by-law*

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

- (i)** request, in writing, that the Owner complies with the terms of it;
- (ii)** by its agents, employees or contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (iii)** recover the costs of such work from the Owner as a debt due; and
- (iv)** such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

(c) *Ownership of Works*

The Past Works will always remain the property of the respective Owner.

(d) *Applicability*

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



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Special By-Law 27 (Floorboard works, Lot 84)

Reg:R094050 /Doc:DL A0322585 /Rev:27-Jan-2016 /Sts:NO.0K /Prt:02-Feb-2016 16:44 /Pgs:ALL /Seq:2 of 4
Ref: /Src:U

Annexure: **A** to CHANGE OF BY-LAWS

Parties:

Nenad and Jovanka Vasiljevic and Owners-Strata Plan No. 54560

Dated:

A. DEFINITIONS

"Floor board installation" means the works undertaken by the Owner to install floor boards (including ancillary structures) to the Owner's Lot in accordance with the following document that comprise exhibits to these minutes of meeting.

"Owners" means each of the owners of Lot 84

"Owners Corporation" means The Owner - Strata Plan 54560

"Floorboards" means bamboo-floating floorboards

"Floorboard installation" means the installation of floorboards on the internal stairs and second floor of the Owners Lot.

"Nuisance" means something that is frequent or persistent and that a reasonable person in the circumstances with no particular sensitivity would be affected by.

(i) Where any terms used in this by law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words that are attributed under the Act.

B. RIGHTS

Subject to the conditions in paragraph C of this by law, the Owners have the special privilege in respect of their Lot to have and maintain the floorboard installation.

C. MAINTENANCE

(i) The Owners must take reasonable steps to ensure that the floorboard installation:
a. Does not cause a nuisance or hazard to the occupier of any neighbouring lot (whether that person is an owner or not), and
b. Does not unreasonably interfere with the peaceful enjoyment of a neighbouring lot by the occupier of the lot (whether the person is an owner or not) or by any other person entitled to the use and enjoyment of the lot; and
(ii) The Owners are responsible for the ongoing maintenance of, and keeping in a state of good and serviceable repair, of the floorboard installation.

D. COMPLIANT WORKS

(iii) The floorboard installation must be insulated by:
a. A soundproofing underlay, or
b. Insulating covering, or
c. Whatever other reasonable means necessary to prevent the transmission of noise from the floor space that is likely to disturb the peaceful enjoyment of a neighbouring lot by the occupier of the lot (whether that person is an owner or not).

E. INDEMNITY

(iv) The Owners agree to indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the installation, use or maintenance of the floorboards including liability under section 69(5) in respect of any property of the Owner.



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Seq:R093656 /Doc:DL A0322595 /Rev:29-Jan-2016 /Ets:HO.OK /Prt:02-Feb-2016 16:44 /Pgs:ALL /Seq:1 of 4
Ref: /Src:U

Annexure: A in CHANGE OF BY-LAWS

Parties:

Kenad and Jovanka Vasiljevic and Owners-Strata Plan No. 54560

Dated:

P. RIGHT TO REMEDY DEFAULT

(vi) If the Owner fails to comply with any obligation under this by-law then the Owner's Corporation must:

- a. Issue a notice to the Owners in writing that details the default and requirements to rectify it, and
- b. The notice in (a) must give a minimum of twenty eight (28) days for the Owners to respond to the notice, and
- c. The notice in (a) must expire before the issue of a default notice pursuant to section 45 of the Strata Schemes Management Act 1996 (NSW); and
- d. The Owners may exercise the option to request mediation between the parties with their nominated agent by way of verbal or written notice to the Owners Corporation within the twenty eight (28) day period in (b).

(vii) The Owners Corporation may request an inspection of the Owners Lot subject to:

- a. At least 48 hours notice in writing (by email or text message), and
- b. At the expense of the Owners Corporation.

(viii) In the event of an emergency or at the Owners request, the owners corporation may:

- a. Carry out all work necessary to perform that obligations;
- b. Enter upon any part of the parcel to carry out that work; and
- c. Recover the cost of carrying out that work from the Owner



Page 3 of 4



Special By-Law 28 (Electronic Service of Notices and Minutes of Meeting)

(1) Grant of right

- (a)** Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities duties and functions to electronically serve notice and minutes of meeting concerning the strata scheme on the conditions set out in Part 3.

(2) This By-Law to Prevail

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

(3) Definitions and Interpretation

- (a)** In this by-law, unless the context otherwise requires:
 - (i)** **Act** means the *Strata Schemes Management Act 2015*.
 - (ii)** **Executive Committee** means the executive committee duly appointed by the Owners Corporation pursuant to the Act.
 - (iii)** **General Meeting** means an annual general meeting or extraordinary general meeting of the Owners Corporation.
 - (iv)** **Lot** means the owner of the Lot.
 - (v)** **Owners Corporations** means the owners corporation constituted by the registration of strata plan 54560.
- (b)** In this by-law, unless the context otherwise requires:
 - (i)** The singular includes plural and vice versa;
 - (ii)** Any gender includes other genders;
 - (iii)** Any terms in the b-law will have the same meaning as those defined in the Act; and
 - (iv)** References to the legislation include references to amending and replacing legislation.



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(4) Part 3

(a) Services of notices of meeting

(i) Subject to paragraph 3.4.1 hereto, the Owners Corporation and its Executive Committee may serve, by way of electronic means, a notice of:

I A General Meeting on an Owner;

II An Executive Committee Meeting on:

A An Owner; and

B A member of the Executive of the Executive Committee

(b) Provisions of minutes of General Meeting and Executive Committee Meetings

(i) Subject to paragraph 3.4.1 hereto, the Owners Corporation and its Executive Committee may give, by way of electronic means, minutes of a General Meeting and an Executive Committee Meeting to an Owner and members of the Executive Committee, as required by the Act.

(c) Notification of receipt of service

(i) Any notice of the provision of minutes is effective for the purposes of this by-law upon delivery to the recipient referred to in paragraph 3.1.1 or 3.2.1 hereto or production to the sender of a email or other electronic transmittal confirmation report before 5:00pm local time on a day in the place in or to which the written notice of minutes are delivered or sent or otherwise at 9:00am on the next day following delivery or receipt UNLESS the sender receives an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

(d) Address for Service

(i) A notice of an Executive Committee Meeting or an Owners Corporation General Meeting, or minutes of an Executive Committee Meeting or a General Meeting may be given to a person pursuant to this by-law by electronic means including email only if the person has given the Owners Corporation an email address for the service of notices under this by-law and the notice and/or minutes are sent to that address.

(e) Compliance with the Act

(i) For the avoidance of doubt, the terms of this by-law are consistent with the requirements for service set out in section 263 of the Act



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and the manner of service of notices of meetings prescribed by this by-law is authorised by the Owners Corporation pursuant to section 263(4)(e) of the Act.

- (ii)** For all other intents and purposes, the Owners Corporation must comply with the Act in relation to the procedures for notifying Owners and Executive Committee members of General Meetings and Executive Committee Meetings.



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Special By-Law 28 (Pergola Works (All Lots))

1. Introduction

The purpose of this by-law is to permit the owner of the lot to carry out pergola works, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

2.1 The owners corporation:

- 2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and
- 2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.

2.2 The owner must:

- 2.2.1 prior to commencing any Works:
 - (a) give at least 14 days' notice;
 - (b) provide to the strata committee any diagrams, plans or other documents as reasonably required for their consideration;
 - (c) Provide to the strata committee a signed consent form; and
 - (d) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

2.3 During any Works, the owner must:

- 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
- 2.3.2 comply with the terms of the document;
- 2.3.3 cause as little disruption as possible to other occupants of the strata scheme;
- 2.3.4 only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
- 2.3.5 not store any items on common property;
- 2.3.6 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building; and
- 2.3.7 comply with all conditions listed in the document.

2.4 Notwithstanding the conditions in the document, the owner must properly maintain and keep in a state of good and serviceable repair their Works, including all common property forming part of or altered by their Works.

2.5 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.

2.6 The owner must at his or her cost:

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- 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their Works; and
- 2.6.2 ensure:
- (a) the Works are match the appearance, style and colour of the building; and
 - (b) the Works comply with the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and other relevant legislation and codes.
- 2.7 For the sake of clarity, the by-law does not permit an owner to install or replace a pergola, only a covering for an existing pergola.
- 2.8 All obligations and responsibilities listed in the document must be adhered to by the owners corporation and owners respectively.
- 2.9 For the sake of clarity, no pergola coverings may be installed or replaced except in accordance with this by-law and the document..
3. **Owners corporation's power in the event of a breach of this by-law**
- If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:
- 3.1 rectify the breach;
 - 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
 - 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.
4. **Interpretation**
- In this by-law:
- 4.1 **Act** means the *Strata Schemes Management Act 2015*;
 - 4.2 **document** means the list of conditions and specifications relating to the pergola covering annexed to this by-law and marked "A";
 - 4.3 **lot** means each lot in the strata scheme respectively;
 - 4.4 **owner** means the owner of the lot for the time being;
 - 4.5 **Works** means the installation of a pergola covering, in accordance with the document;
 - 4.6 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
 - 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
 - 4.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.



A

GLEBE GARDENS SP 54560

PERGOLA COVERINGS BY LAW

OPTIONS AND REQUIREMENTS

The following options are approved for the covering of pergolas.

1. Shade Cloth
2. Folding Arm Awning Blind
3. Pleated Pergola Shade

The following are the requirements for each option. The options are only for internal pergolas or pergolas behind the building line for Hereford Street, Ross Street or Wigram Lane. [State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008.]

1. SHADE CLOTH

General

1. The shade cloth installation is to comply with the State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008.

Specification

2. The approved colour of the shade cloth is neutral.
3. Shade cloth is to have a nominal weight of 200 gms per sq metre.

Installation

4. The Shade cloth is installed on top of the timber slats of the existing pergola.
5. The shade cloth is to extend to the boundary edges of the pergola (and not beyond or wrap around) and is to be installed taut on the timber slats.

Lot Owner Obligations

6. The lot owner is to allow access to the owners corporation to undertaken the repairs and maintenance and painting of the timber pergola to which the shade cloth is attached.
7. The lot owner is to arrange the removal and re-installation of the shade cloth at their cost to allow the owners corporation to undertake any repair and maintenance and painting of the timber pergola, as required by the owners corporation.
8. Should the owners corporation decide to modify or replace the existing timber pergolas across the complex, the lot owner is to remove the shade cloth, as required by the OC, to allow the removal and replacement of the pergola. It is the lot owner's responsibility to reinstall the shade cloth or replace it to suit the new pergola, all at the lot owner's cost.
9. The lot owner is responsible for any damage arising from the installation of the shade cloth or subsequently that is attributable to the shade clothe installation, to the timber pergola that is common property to which the shade cloth is attached.

The shade cloth is to be kept clean and free from mould and kept in good repair eg not faded, frayed or torn.



Owners Corporation Obligations

1. The owners corporation still has responsibility for the ongoing repair and maintenance and painting of the timber pergola to which the shade cloth is attached.

2. FOLDING ARM AWNING BLIND

General

1. The folding arm awning blind installation is to comply with the State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008.

Specification

2. An example of a proprietary folding arm awning blind is the Markilux range.
3. The edge of the blind has to be at least 100 mm from the boundary of the lot and installed above the existing pergola only ie it is not to touch the existing timber pergola.
4. The awning blind is to be installed between the windows and pergola with a maximum slope of 4%.
5. A folding arm awning is not permissible to be installed if there is a lot below or if there is interference with another lot.
6. The colour of the covering, including the cloth, has to be in keeping with the colour of the external wall where the awning is to be attached.

Lot Owner Obligations

7. The awning cloth is to be kept clean and free from mould, and kept in good condition eg not faded, frayed or torn.

Owners Corporation Obligations

8. Right to Remedy – Owners Corporation can carry out all works necessary to perform the obligations under the By Law, including to enter the lot to carry out works and recover costs eg to repair awning or if the awning is dangerous.

3. PLEATED PERGOLA SHADE

General

1. The pleated pergola shade installation is to comply with the State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008.

Specification

2. An example of a proprietary pleated pergola shade is that supplied by Shade Industries
3. The pleated pergola shade is to be installed between the windows and pergola.



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4. The edge of the pleated shade has to be at least 10 mm from the boundary of the lot.

5. The pleated pergola shade is not permissible to be installed if there is interference with another lot.

6. The shade material is to be acrylic canvas. The colour of the canvas is to be in keeping with the colour of the external wall where the pleated shade is to be attached.

Lot Owner Obligations

7. The pleated pergola shade is to be kept clean and free from mould, and kept in good condition eg not faded, frayed or torn.

Owners Corporation Obligations

8. Right to Remedy – Owners Corporation can carry out all works necessary to perform the obligations under the By Law, including to enter the lot to carry out works and recover costs eg to repair pleated pergola shade or if the pleated pergola shade is dangerous.

PROPRIETARY PERGOLA DESIGNS

If an owner seeks to replace an existing timber pergola in their lot at their cost, then the owner is to have prepared a Special Privileges By Law for the pergola design that is considered at a general meeting.

Dated: 17 December 2018



CONSENT TO BY-LAW

To: The Secretary
The Owners – Strata Plan No. 54560
C/- Whelan Property Group

I/we, _____, being the owner(s) of lot ___ in strata plan 54560,
consent to the making of a by-law granting me/us a right to do certain works and making
me/us responsible for the maintenance and repair of those works and specified common
property.

Dated: _____

Signature of owner(s)



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Special By-Law 29 (Minor Renovations (All Lots))

1. Introduction

Section 110 of the Act permits certain work (minor renovations) to be done with the permission of the owners corporation given by ordinary resolution at a general meeting. The purpose of this by-law is to deem additional work to be a minor renovation and give the strata committee the power to determine applications.

2. Additional work that is a minor renovation

2.1 Section 110(3) of the Act and Regulation 28 prescribe certain work that is a minor renovation, which is:

2.1.1 renovating a kitchen;

2.1.2 changing recessed light fittings;

2.1.3 installing or replacing wood or other hard floors, or removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

2.1.4 installing or replacing or relocating wiring or cabling or power or access points;

2.1.5 work involving reconfiguring walls (except where there are structural changes);

2.1.6 installing a rainwater tank;

2.1.7 installing a clothesline;

2.1.8 installing a reverse cycle air conditioner, as long as it does not change the external appearance of a lot;

2.1.9 installing double or triple glazed windows;

2.1.10 installing a heat pump; or

2.1.11 installing ceiling insulation.

2.2 Section 110(6)(a) of the Act allows an owners corporation to pass a by-law making additional work a minor renovation for the purposes of section 110.

2.3 Section 110(7) provides that certain work cannot be a minor renovation (excluded work).

2.4 This by-law now provides that the following additional work is a minor renovation for the purposes of section 110 of the Act:

2.4.1 to the extent possible, all work which is not excluded work; and

2.4.2 the following work to common property in connection with an owner's lot, as long as the work does not change the external appearance of a lot:

(a) work involving or affecting the plumbing or exhaust system of a building in a strata scheme, and other plumbing in and around a lot;

(b) installing recessed light fittings; and



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- (c) installing a new hot water service, including a gas continuous flow hot water system.

3. **Strata Committee to determine applications**

- 3.1 Section 110(1) of the Act allows an owner to carry out a minor renovation with the approval of the owners corporation given at a general meeting.
- 3.2 Section 110(6)(b) of the Act allows an owners corporation to pass a by-law by which the owners corporation delegates its functions under section 110 to the strata committee.
- 3.3 The owners corporation by virtue of this by-law delegates its functions under section 110 of the Act to the strata committee, including but not limited to:
 - 3.3.1 passing resolutions to give approval to applications from owners to carry out minor renovations; and
 - 3.3.2 imposing reasonable conditions in accordance with section 110(2).

4. **Conditions of minor renovations**

- 4.1 Prior to commencing any minor renovations, each owner must:
 - 4.1.1 give at least 14 days' notice;
 - 4.1.2 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance; and
 - 4.1.3 if the work involves reconfiguring internal walls or core drilling, provide to the owners corporation a written report from a structural engineer either:
 - (a) confirming that the work will not harm the structural integrity of the building, or
 - (b) recommending what structural work must be done as part of the minor renovation to maintain the building's structural integrity.
- 4.2 During any minor renovations, an owner must:
 - 4.2.1 comply with the requirements of section 110(5) of the Act;
 - 4.2.2 cause as little disruption as possible to other occupants of the strata scheme;
 - 4.2.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
 - 4.2.4 comply with any reasonable conditions forming part of an approval of minor renovations pursuant to section 110(2) of the Act;
 - 4.2.5 for an air conditioner, install appropriate equipment to deal with condensation and water run-off;



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- 4.2.6 comply with any reasonable directions of the owners corporation in relation to removal of debris, vehicular access, transportation of materials and equipment and protection of the building; and
- 4.2.7 comply with any recommendations of a structural report obtained under clause 4.1.3.

- 4.3 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's minor renovations, including all common property forming part of or altered by the minor renovations.
- 4.4 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's minor renovations.
- 4.5 Each owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's minor renovations.

5. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 5.1 rectify the breach;
- 5.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 5.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

6. **Interpretation**

In this by-law:

- 6.1 **Act** means the *Strata Schemes Management Act 2015*.
- 6.2 **excluded work** means the work described in section 110(7)(a)-(g) of the Act, which cannot be a minor renovation for the purposes of section 110, which is:
 - (a) work that consists of cosmetic work for the purposes of section 109 of the Act,
 - (b) work involving structural changes,
 - (c) ~~work that changes the external appearance of a lot, including the~~
 - (d) work involving waterproofing,
 - (e) work for which consent or another approval is required under any other Act,
 - (f) work that is authorised by a by-law made under this Part or a common property rights by-law,
 - (g) any other work prescribed by the regulations for the purposes of this subsection.
- 6.3 **lot** means a lot in the strata scheme;



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- 6.4 **owner** means an owner of a lot in the strata scheme for the time being;
- 6.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 6.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 6.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

Special By-Law 30 (Renovation Works, Lot 93)

1. Introduction

The purpose of this by-law is to permit the owner of the lot to carry out certain renovation works, subject to the terms of this by-law.

2. Authorisation and Conditions of Work

2.1 The owners corporation:

2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.

2.2 The owner must:

2.2.1 prior to commencing any Works:

(a) give at least 14 days' notice; and

(b) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance; and

2.2.2 pay all costs associated with the by-law, including preparation, passing and registration, within 7 days of demand from the owners corporation.

2.3 During any Works, the owner must:

2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen, including waterproofing the wet areas to the relevant Australian Standard;

2.3.2 cause as little disruption as possible to other occupants of the strata scheme;



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- 2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
- 2.3.4 not store any items on common property; and
- 2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.
- 2.5 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- 2.6 The owner must at his or her cost:
 - 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works; and
 - 2.6.2 within 28 days of completion of the Works, provide to the owners corporation certification that the wet areas have been waterproofed to the relevant Australian Standard.

3. Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*;
- 4.2 **lot** means lot 93 in the strata scheme;
- 4.3 **owner** means the owner of the lot for the time being;
- 4.4 **Works** means the renovation works to be carried out to the bathroom and laundry room, powder room, main bathroom and ensuite, in accordance with the scope of works annexed to the by-law as **Annexure A**;
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;



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- 4.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict, with the exception of Special By-Law 25: Bathroom Works and Special By-Law 26: Major and Minor Kitchen Works which shall prevail.



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Annexure A



JY TILING & WATERPROOFING

Quote

Quote No: 0825173
Date: 12/09/2018

161 Pittwater Ave Newcastle NSW 2264
Lic: 17218N

Description

The work in the laundry room will be carried out as follow:

Stage 1: apply protective sheets & drop sheets surrounding the bathroom

- Remove bathroom door & door mouldings
- disconnect / remove shower screen & all plumbing , cap all pipes , remove toilet ,vanity , bath ...
- remove ceiling corners
- Remove all skirting tiles
- remove floor tiles , remove floor sand cement to expose concrete
- Remove Rubish

Stage 2: electrician to make good new down lights, switches ...

- plumber to move pipes under bench to allow for mixer above bench

Stage 3: apply new render where needed

- clean floor , primer & apply self leveled to make concrete floor new again & suitable for waterproofing

Stage 4: primer & apply a suitable water barrier angles on bathroom door

- apply sika flex bond breaker in all corners where waterproofing is required walls & floor

Stage 5: apply 2 coats of waterproofing on floor & skirting allowing drying time between coats or as per building specs & Australian standards

Stage 6: apply sand cement bed using eflex with mix ensuring the correct fall to drains is achieved as per building standards

Stage 7: tile floor , tile walls to ceiling heights using flexible tiling adhesive

tiling work to be carried out as per building standards using the notching method ensuring proper glue coverage behind the tiles is achieved (not the dotting method)

Stage 8: apply suitable grout on walls & floor (not in corners as grout will crack in corners)

- apply suitable silicone seal in all tiled corners

Stage 9: after cabinets been installed , plumber to install all PC items in laundry & accessories (all items to be supplied by owner)

- Electrician to fit off new items (supplied by owner)

Stage 10: professionally clean job & remove all Rubish from site



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JY TILING & WATERPROOFING

Quote

Quote No: 0003122
Date: 13/09/2018

101 Permanent Ave Hurstville 2206
Lic. 172109c
ABN: 93794282387
Email: jytiling@hotmail.com
Tel: (02) 95024362

For: Laura
laurarobertsny@gmail.com
108/11 Wigram LANE Glebe.
Powder Room Renovation



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Description

The work in the powder room will be carried out as follow;

Stage 1; apply protective sheets & drop sheets surrounding the bathroom

- Remove bathroom door & door mouldings
- disconnect / remove shower screen & all plumbing , cap all pipes , remove toilet ,vanity , bath ...
- remove ceiling corners
- Remove all wall tiles
- remove floor tiles , remove floor sand cement to expose concrete
- Remove Rubish

Stage 2: electrician to make good new down lights, switches ...

Stage 3; apply new render on walls where needed

- clean floor , primer & apply self leveled to make concrete floor new again & suitable for waterproofing

Stage 4; primer & apply a suitable water barrier angles on bathroom door

- apply sika flex bond breaker in all corners where waterproofing is required walls & floor

Stage 5; apply 2 coats of waterproofing on floor & skirting allowing drying time between coats or as per building specs & Australian standards

Stage 6;apply sand cement bed using eflex with mix ensuring the correct fall to drains is achieved as per building standards

Stage 7: tile floor , tile walls to ceiling heights using flexible tiling adhesive

tiling work to be carried out as per building standards using the notching method ensuring proper glue coverage behind the tiles is achieved (not the doting method)

Stage 8; apply suitable grout on walls & floor (not in corners as grout will crack in corners)

- apply suitable silicone seal in all tiled corners

Stage 9; plumber to install all PC items in bathroom & accessories (all items to be supplied by owner)

- Electrician to fit off new items (supplied by owner)

Stage 10;professionaly clean job & remove all Rubish from site



JY TILING & WATERPROOFING

Quote

Quote No 0003121
Date: 12/09/2018

For: Laura
lauracoberterjy@gmail.com
103/11 Wigram LANE Glebe.
Main bathroom Renovation

101 Fernbank Ave Hurstville 2206
Lic: 172109e
ABN 95794282887
Email: jytiling@hotmail.com
Tel: (02) 95024302



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Description

The work in the main bathroom will be carried out as follow;

Stage 1; apply protective sheets & drop sheets surrounding the bathroom

- Remove bathroom door & door mouldings
- disconnect / remove shower screen & all plumbing , cap all pipes , remove toilet ,vanity , bath ...
- remove ceiling corners
- Remove all wall tiles
- remove floor tiles , remove floor sand cement to expose concrete
- Remove Rubish

Stage 2; electrician to make good new down lights , fan , heated towel rail , switches ...

Stage 3; apply new render on all walls where needed

- clean floor , primer & apply self leveled to make concrete floor new again & suitable for waterproofing

Stage 4; primer & apply a suitable water barrier angles on bathroom door

- apply sika flex bond breaker in all comers where waterproofing is required walls & floor

Stage 5; apply 2 coats of waterproofing shower walls ,all floor & skirting allowing drying time between coats or as per building specs & Australian standards

Stage 6; install bath

- Build bath frame & face

Stage 7; apply sand cement bed using efox with mix ensuring the correct fall to drains is achieved as per building standards

Stage 8; Waterproof top of the sand cement bed & bath repeating stages 4 & 5 (all up the bathroom will have 4 coats of waterproofing)

Stage 9; tile floor , tile walls to ceiling heights using flexible tiling adhesive

tiling work to be carried out as per building standards using the notching method ensuring proper glue coverage behind the tiles is achieved (not the doting method)

Stage 10; apply suitable grout on walls & floor (not in comers as grout will crack in comers)

- apply suitable silicone seal in all tiled comers

Stage 11; plumber to install all PC items in bathroom & accessories (all items to be supplied by owner)

- Electrician to fit off new items (supplied by owner)

Stage 12; install bath screen

- professionally clean job & remove all Rubish from site



JY TILING & WATERPROOFING

Quote

Quote No: 0003120	101 Pittman Ave Hurstville 2206
Date: 13/09/2018	Lic. 172109c
	ABN: 93794282387
For: Luisa	Email: jytilling@hotmail.com
luisarobertsmyc@gmail.com	Tel: (02) 95024362
108/11 Wigram LANE Glebe.	
Unsuit bathroom Renovation	

Description

Unsuit bathroom

The work in bathroom will be carried out as follow;

Stage 1; apply protective sheets & drop sheets surrounding the bathroom

- Remove bathroom door & door mouldings
- disconnect / remove shower screen & all plumbing , cap all pipes , remove toilet ,vanity ...
- remove ceiling corners
- Remove all wall tiles , remove old wall lining,
- remove floor tiles , remove floor sand cement to expose concrete
- Remove Rubish

Stage 2; electrician to make good new down lights , fan , heated towel rail , switches ...

Stage 3; apply new render on all walls where needed

- clean floor , primer & apply self leveled to make concrete floor new again & suitable for waterproofing

Stage 4; primer & apply a suitable water barrier angles on bathroom door & in shower area

- apply sika flex bond breaker in all corners where waterproofing is required walls & floor

Stage 5; apply 2 coats of waterproofing shower walls ,all floor & skirting allowing drying time between coats or as per building specs & Australian standards

Stage 6; apply sand cement bed using eflox with mix ensuring the correct fall to drains is achieved as per building standards

Stage 7; Waterproof top of the sand cement bed by repeating the above stages 4 & 5 (so all up the bathroom will have 4 coats of waterproofing)

Stage 8; tile floor , tile walls to ceiling heights using flexible tiling adhesive

tiling work to be carried out as per building standards using the notching method ensuring proper glue coverage behind the tiles is achieved (not the dotting method)

Stage 9; apply suitable grout on walls & floor (not in corners as grout will crack in corners)

- apply suitable silicone seal in all tiled corners

Stage 10; plumber to install all PC items in bathroom & accessories (all items to be supplied by owner)

- Electrician to fit off new items (supplied by owner)

Stage 11; organise shower screen quotes

- professionaly clean job & remove all Rubish from site



Special By-Law 31 (Short Term Accommodation and Overcrowding)

1. Introduction

The purpose of this by-law is to assist the management and administration of the strata scheme and reduce the strain on the strata scheme's resources, by dealing with the unauthorised uses of lots.

2. Overcrowding

- 2.1 No owner or occupier may alter the layout of the lot so as to increase the number of bedrooms, except with the approval of the local council.
- 2.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
- 2.3 Section 137 of the Act allows the owners corporation to pass a by-law limiting the number of adults who may reside in a lot, by reference to the number of bedrooms in the lot.
- 2.4 Subject to the Regulations, the owner or occupier of a lot must ensure that the lot is not occupied by more than 2 adults per bedroom. For clarity, this means that if there are 2 bedrooms in a lot, no more than 4 adults may reside in that lot.

3. No Illegal Uses

- 3.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 3.2 The owner or occupier of a lot must ensure that the lot is not used for any purpose that requires approval, without that approval.
- 3.3 The owner and occupier must ensure that the lot is not used for:
 - 3.3.1 short term accommodation;
 - 3.3.2 Airbnb; or
 - 3.3.3 any other commercial purpose.
- 3.4 The owner and occupier must ensure that the lot is not advertised or promoted for:
 - 3.4.1 short term accommodation;
 - 3.4.2 Airbnb; or
 - 3.4.3 any commercial purpose.

4. Owners responsible for Tenants' Actions

- 4.1 Each owner must:
 - 4.1.1 take all reasonable steps to ensure their occupiers comply with this by-law; and
 - 4.1.2 if they are notified of a breach of this by-law by the owner or an occupier, take immediate steps to rectify the non-compliance.



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5. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 28 days of service of a notice of breach, then the owners corporation may:

- 5.1 take steps to investigate, rectify or restrain the breach, including legal action; and
- 5.2 to the extent possible, recover from the owner as a liquidated debt and on an indemnity basis the cost of investigating, rectifying or restraining the breach, the expenses of recovering those costs and interest on those costs calculated at the same rate as outstanding contributions.

6. **Interpretation**

In this by-law:

- 6.1 **Act** means the *Strata Schemes Management Act 2015*.
- 6.2 **licence** means a personal right granted to a guest to occupy part of a lot, where no legal or equitable interest vests by virtue of that licence.
- 6.3 **lot** means a lot in the strata scheme.
- 6.4 **occupier** means any occupier of a lot.
- 6.5 **owner** means an owner of a lot in the strata scheme.
- 6.6 **Regulations** means the *Strata Schemes Management Regulations 2016*.
- 6.7 **short term accommodation** means, where the owner of a lot does not reside at that lot, a lease, licence or right to occupy all or part of a lot for a duration of less than 3 months, including accommodation for backpackers, Airbnb and tourists.
- 6.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 6.9 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 6.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.



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Special By-Law 32 (Car Park Storage)

1. Introduction

The purpose of this by-law is to regulate how owners and occupiers store items on or in their car spaces.

2. Storage of items in car spaces

2.1 Owners and occupiers must not store any items in their car spaces except in accordance with this by-law. This by-law only applies to owners and occupiers whose lot does not have a dedicated storage space on title.

2.2 Owners and occupiers may install a storage facility, provided that:

2.2.1 The storage facility fits and is positioned wholly within the respective parking space without adversely affecting adjoining spaces;

2.2.2 the parking space continues to meet the minimum dimensions for parking spaces in accordance with applicable building codes;

2.2.3 before installing a storage facility, the owner or occupier must first obtain approval from the strata committee, which cannot be unreasonably withheld if the owner or occupier complies with this by-law;

2.2.4 the storage facility does not impede or restrict another owner or occupier's access to their lot's car space including entering or leaving their vehicle;

2.2.5 the storage facility does not impede or restrict the operation or maintenance of any of the buildings' proximate services infrastructure, such as car park exhaust ducting, pipes and wiring; and

2.2.6 the storage facility has a minimum 500mm clearance gap between the top of the storage unit and the deflectors of any fire sprinkler located above the unit.

2.3 If an owner or occupier has installed a storage facility in or on their lot in accordance with this by-law, then they may store items in their lot's car space but only in that storage facility, which must be locked closed when the owner or occupier is not loading items into or unloading items from that storage facility.

2.4 If the owners or occupiers parking space does not allow the installation of a storage facility in accordance with clause 4.5 of this by-law, then the owner or occupier can submit plans for an alternative storage facility in compliance with clause 2.2 of this by law.

3. Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

3.1 rectify the breach;

3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and

3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

4.1 Act means the Strata Schemes Management Act 2015.



- 4.2 lot means a lot in the strata scheme;
- 4.3 occupier means an occupier of a lot for the time being, and includes owner-occupiers;
- 4.4 owner means an owner of a lot for the time being;
- 4.5 storage facility means either:
 - 4.5.1 a Space Commander storage facility in accordance with the report titled 'Glebe Gardens - Review of Storage in Carapaces on Open Lots' which has been provided to owners corporation and forms part of their books and records; or
 - 4.5.2 another brand of storage facility similar to the Space Commander product that complies with the conditions in clause 2.2;
- 4.6 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

Special By-Law 33 (Past Works, Lot 43)

PART 1

PREAMBLE

1.1 This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

1.1.1 The by-law relates to lot 43 in the strata scheme.

1.1.2 The owner of lot 43 has previously carried out the Past Works.

1.1.3 The intended effect and purpose of this by-law is to:

- (a) permit the Owners of lot 43 to retain the Past Works; and
- (b) to confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Works.

GRANT OF RIGHT

1.2 Notwithstanding anything contained in any by-law applicable to the strata scheme the Owner of lot 43 has the exclusive use and enjoyment of those parts of the common property occupied by the Past Works and the privilege to retain the Past Works (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

THIS BY LAW TO PREVAIL

1.3 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, 54560, then the provisions of this by-law shall prevail to the extent of that inconsistency.



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PART 2

DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this by-law unless the context otherwise requires:

(a) Act means the *Strata Schemes Management Act 1996*.

(b) Authority means any government, semi-government, statutory, public or other authority, having jurisdiction over the Lot or the Building including the local council.

(c) Building means the building situated at Glebe Gardens 57 Hereford Street, Glebe NSW 2037.

(d) Lot means lot 43 in strata plan no 54560.

(e) Owner means the owner (s) of the Lot.

(f) Owners Corporation means the owners corporation constituted by the registration of strata plan 54560

(g) Past Works means the work to the lot 43 and common property already carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of the:

- ceramic tiles on the floor of the front street facing courtyard of the lot;
- including the addition of concrete reinforcement to the concrete slab below the floor of the courtyard;
- Removal of existing brick pavers on the floor of the courtyard

2.2 Interpretation

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act;

(d) references to legislation include references to amending and replacing legislation.

(e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees.



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PART 3

CONDITIONS

3.1 Enduring rights and obligations

The owner of Lot 43 must:

- (a) not carry out any alterations or additions or do any works (other than the Past Works) expressly approved under this by-law;
- (b) properly maintain and upkeep those parts of the Past Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the property in contact with Past Works;
- (d) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (e) remain liable for any damage to lot or common property arising out of or in

connection with the Past Works and will make good that damage immediately after it has occurred; and

- (f) indemnify and keep indemnified the Owners Corporation against any costs

or losses, arising out of or in connection with the ceramic tiled floor with the Past Works including their installation, repair, maintenance, replacement removal and/or use.

3.2 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owner's corporation may:

- (a) request, in writing, that the Owner complies with the terms of it;
- (b) by its agents, employees, and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover the costs of such work from the Owner as a debt due; and
- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest, at the annual rate of ten (10) per cent. The owner's corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the owner's corporation incurred in recovering those amounts.

3.3 Ownership of Works

The Past Works will always remain the property of the respective Owner of lot 43.

3.4 Applicability

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



Special By-Law 34 (Lot 5 Improvements)

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property.
3. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below –
Replacement of sliding doors
(a) Removal of the sliding doors and security screen from the casual room to the outside courtyard and replacement with multi panel folding aluminium doors, colour to match the existing Glebe Gardens colour palette.
4. The Owner must ensure that the Improvements made are in accordance with the conditions provided in this by-law, and special by-law 14 (Complying with the law) and by-law 15 (Carrying out Building Works) of the scheme's by-laws.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the owner.

Conditions

Before making Improvements

6. The Owner must obtain written approval for the improvements from the relevant consent

authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the improvements.

7. The Owner must submit to the Owners Corporation the following documents relating to the making of the Improvements prior to obtaining written approval from the Owners Corporation:

- (a) Plans and drawings;
- (b) Specifications of work; and/or
- (c) Any other documents reasonably required by the Owners Corporation.

8. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the making of the Improvements are submitted to the Owners Corporation.

Carrying out the Improvements

9. In carrying out the improvements, the Owner must:

- (a) Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) Protect all areas of the building outside their lot from damage by making the improvements or the transportation of construction materials, equipment, debris;
 - (c) Keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) Only make the Improvements at times approved by the Owners Corporation;
 - (e) Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) Remove all debris resulting from making the Improvements immediately from the building;
- and



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(g) Comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.

10. The Owner must ensure that the Improvements shall be done:

- (a) In a proper and workmanlike manner and by duly licensed insured contractors; and
- (b) In accordance with the drawings and specifications approved by the Owners Corporation and the local council (if applicable).

Repair and Maintenance

11. The Owner must, at the Owner's cost:

- (a) Properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- (b) Properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

12. If the Owner removes the Improvements or any part of the Improvements made under this bylaw, other than for repair of damage or maintenance, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

13. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of making the improvements including the repair and maintenance of the Improvements and liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.

14. Any loss and damage suffered by the Owners Corporation as a result of making the improvements may be recovered from the Owner as a debt due to the Owners Corporation on

demand with interest at the rate of 10% per annum until the loss and damage is made good.

15. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the improvements proposed under this by-law.

16. The Owner must pay the reasonable costs of the Owners Corporation of and incidental to the making and registering of this by-law.



Special By-Law 35 (Works, Lot 95)

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. "The Lot" means Lot 95 in Strata Plan No. 54560.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" means the architectural plans prepared by NIK Architects numbered AR-2 and AR-3, marked "A", and annexed to the notice of meeting at which this motion is to be considered.
8. "The Works" means the following works to be undertaken in relation to the Lot, as illustrated in the Plans:

Ground Floor

- (a) the installation of a new ensuite bathroom in the location shown on the Plans, including the construction of walls to enclose the ensuite and the installation of a new toilet suite, sink, vanity, shower, shower screen, wall and floor tiles with waterproofing membrane, and all associated bathroom accessories, fittings and fixtures, as well as the installation of new and alteration to



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existing services to allow for the installation of the new ensuite bathroom;

- (b) the replacement of the existing external sliding doors with french doors to match the external appearance of the building, including the removal of part of the existing external wall, as illustrated in the Plans;
- (c) the installation of a new built-in wardrobe beneath the stairs, as illustrated in the Plans;
- (d) the replacement of the existing floor coverings with engineered timber floors;

Frist Floor

- (e) the removal of the existing kitchen, as well as the section of wall separating the kitchen from the dining, as illustrated in the Plans;
- (f) the installation of a new kitchen, including a new island kitchen bench, all joinery, a sink, taps, and any associated kitchen accessories, fittings, fixtures, and required alterations to the services to suit the new layout, as illustrated in the Plans;
- (g) the replacement of the existing toilet suite, vanity, sink, wall and floor tiles, and waterproofing membrane, and all associated bathroom accessories, fittings and fixtures in the existing bathroom;
- (h) the replacement of the existing floor coverings with engineered timber floors;

Second Floor

- (i) the replacement of the existing toilet suite, vanity, sink, shower, shower screen, wall and floor tiles, and waterproofing membrane, and all associated bathroom accessories, fittings and fixtures in the existing master bedroom ensuite bathroom;
- (j) the replacement of the existing toilet suite, vanity, sink, bathtub, shower, shower screen, wall and floor tiles, and waterproofing membrane, and all associated bathroom accessories, fittings and fixtures in the existing main bathroom; and



- (k) the replacement of the existing wall and floor tiles, waterproofing membrane, and all associated accessories, fittings and fixtures in the existing laundry;

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and to them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by Works.

C. CONDITIONS

Repairs and Maintenance

1. 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 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) evidence of currency for the duration of the Works of Contract All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claim for death, injury, accident and damage occurring in the course of the Works to a minimum of \$10,000,000);



- (b) a copy of the certificate of insurance relating to the works, in Section 92 of the *Home Building Act 1989* if the value of the works exceeds \$20,000;
- (c) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval from the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided that the development application seeks approval of the Works defined in clause A8 above;
- (d) a copy of any requisite construction certificate for the works under Part 4A of the *Environmental Planning & Assessment Act 1979*;
- (e) 5 days' notice in writing prior to the date of commencement of the Works;
- (f) details of the proposed duration and times of the Works;
- (g) details of the persons carrying out the Works, including qualifications to carry out the Works;
- (h) arrangements to manage any resulting rubbish or debris; and
- (i) certification from a practicing structural engineer that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.

Performance of Works

5. In performing the Works, the Owner must:
- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skillful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;



- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 7:30 am to 5:30 pm from Monday to Friday and between 8:00 am to 1:00 pm on Saturday (excluding public holidays);
- (i) only perform Works involving the use of jackhammers or percussion instrument tools between the hours of 8:00 am to 3:00 pm from Monday to Friday;
- (j) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

After the Works

6. After completion of the Works, the Owner must provide the Owners Corporation with:
 - (a) a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (b) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works; and
 - (c) copies of all membrane and flashing guarantees and warranties.



Damage

7. The Owner must repair promptly any damage caused or contributed by the Works or by the repair, maintenance, renewal or replacement of 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

8. The Owner must indemnify the Owners Corporation against all loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

9. If the Owner fails to comply with any obligations under this by-law, the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
10. The Owner hereby authorises the Owners Corporation, by its agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C9 above.
11. All costs payable by the Owner pursuant to clause C9 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

12. The Owner must pay for the preparation, making and registration of this by-law.



Special By-Law 36 (Kitchen Works, Lot 2)

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3,1-3.10 (inclusive) of Special By-law No. 26 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Kitchen Works" and "Lot" as follows:

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law 27, the following definitions are also adopted:

(a) "Major Kitchen Works" means the works to the Lot and the common property to be carried out in connection with the major kitchen works for the Lot including:

(i) the works set out in the annexure hereto marked "A"; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

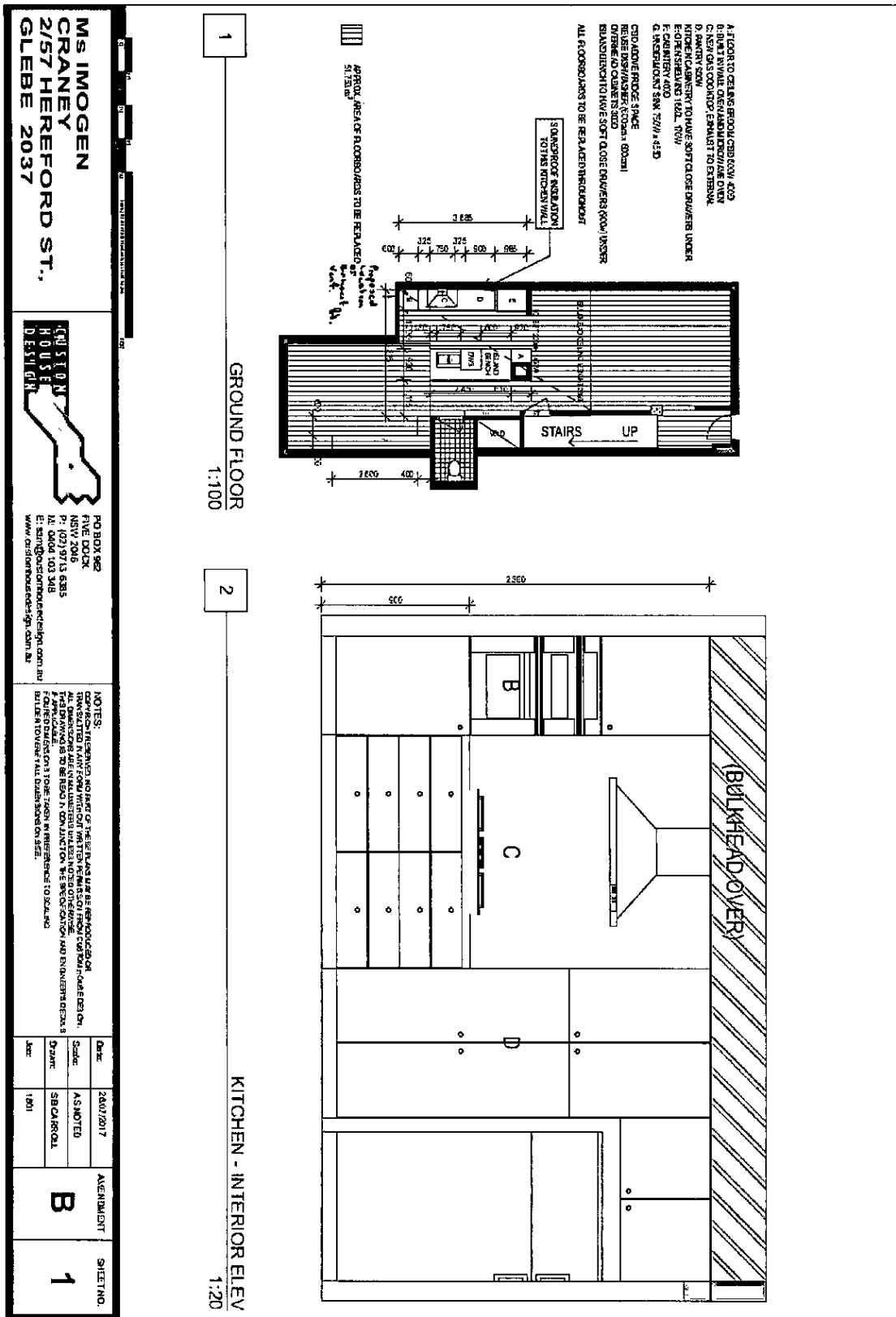
(b) "Lot" means lot 2 in strata plan 54560.

(c) "Plans" means the plans/drawings prepared by Custom House Design and by Delta Kitchens and dated 27 July 2017 and 4 November 2018 respectively and the Exhaust Fan Location Plan dated 21 December 2018, a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.



ANNEXURE A to Strata By-Law < >
Future Kitchen Works – Lot 2 in SP 54560
Being 2/57 Hereford Street Glebe NSW 2037

1. Remove walls between kitchen and living room, leaving kitchen pillar containing plumbing.
2. Remove ceilings from kitchen, adjacent hall and front door entry area and assess possibility of raising level of ceilings.
3. Demolish and remove current kitchen except dishwasher, oven, microwave and fridge. Cabinets to be recycled, sold or given away if possible.
4. Add bricks to wall between living and kitchen to accommodate changed position of fridge. Remove door jam. Raise height of opening and increase opening on left side to suit plans for new broom cupboard.
5. Patch and extend current wooden flooring 130mm wide boards with Blackbutt or Brushbox termite-resistant timbers.
6. Replace skirting on current flooring with new skirting.
7. Move plumbing to centre of room for new position of sink and dishwasher in island bench. (NB: There is no hot water system on premises, hot water is piped in from external.)
8. Install outdoor vent at least 900 mm from each lot boundary (above current kitchen window), and install ducting, kitchen fan to stove area and inside new bulkhead.
9. Install new kitchen cabinetry and cabinets as per floor plan by Delta Kitchens.
10. Install bulkhead above kitchen cabinets and if possible move piping to within bulkhead area not ceilings.
11. Build new ceilings, new ceilings to be higher by a maximum of 150mm subject to the plumbing above, and all to be the same height and have the same pin line edging not cornices.
12. The higher ceilings in front living area and back dining area to remain as is, and to remain higher than the new ceiling.
13. Replace existing halogen dimmer fittings with LED dimmer fittings for downlights.
14. Re-install ground floor fire detector in the same location in the ceiling which is adjacent to ground floor toilet. Recertification of the reinstalled fire detector/smoke alarm to be conducted by fire certified controller nominated by the building manager.
15. Move fridge, oven, microwave and dishwasher to new positions, install new stovetop, enclosed fan, sink, taps.
16. Electrical board to remain inside cupboard, now pantry cupboard.
17. Install thick glass to close opening between kitchen and living room.
18. Clean and paint entire kitchen/dining/living area including ceiling, skirting boards, walls, window and door jams etc.
19. Sand and varnish all floor located at ground floor to remove stains and damage, and to add at least 2 coats of polyurethane.



MS IMOGEN CRANEY
 2157 HEREFORD ST.,
 GLEBE 2037



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 NSW 2016
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 www.whelan.com.au

NOTES:
 1. CONSULT THE ARCHITECT FOR THE LATEST REVISIONS OF THE DRAWING. THE ARCHITECT'S DRAWING IS TO BE USED IN CONNECTION WITH THE SPECIFICATION AND END USER'S DETAILS.
 2. FOR THE LATEST REVISIONS OF THE DRAWING, VISIT THE ARCHITECT'S WEBSITE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

Date	Scale	Drawn	Appr	Amendment	Sheet No.
26/07/2017	AS NOTED	SRICAROL		B	1

1 GROUND FLOOR 1:100

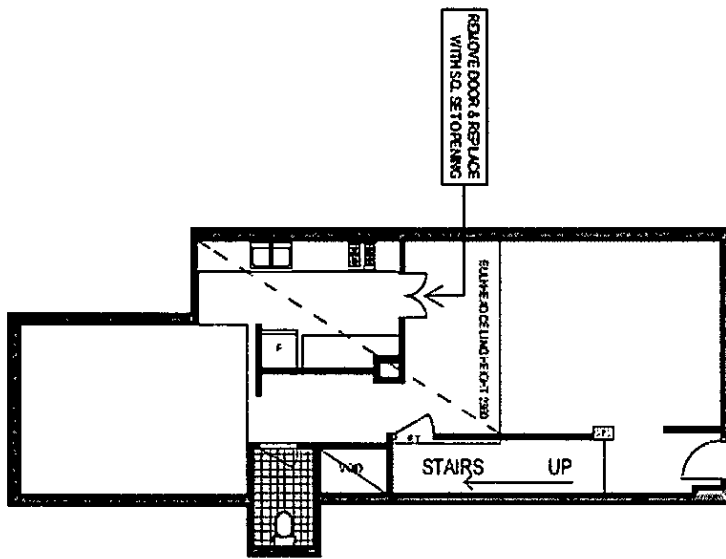
2 KITCHEN - INTERIOR ELEV 1:20



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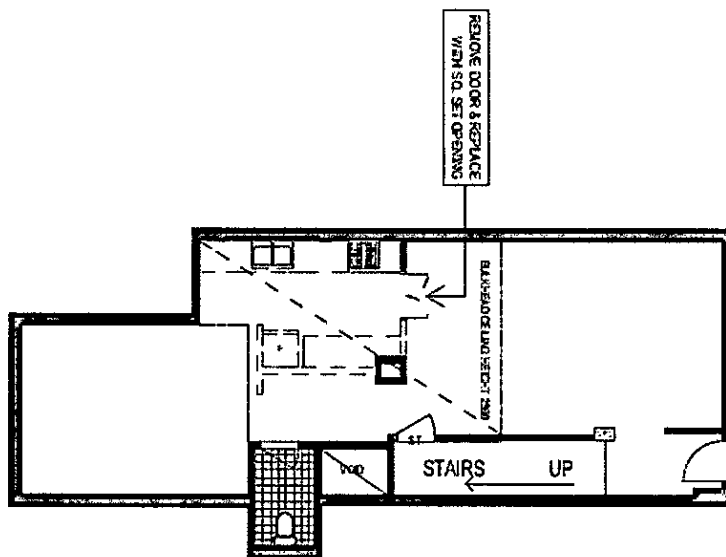
1

EXISTING GROUND FLOOR
1:100



2

DEMOLITION PLAN
1:100





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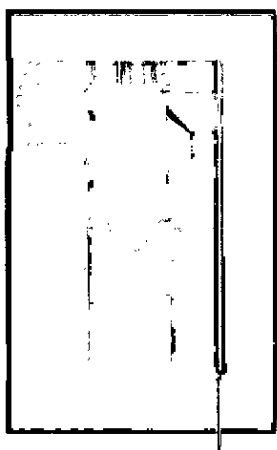
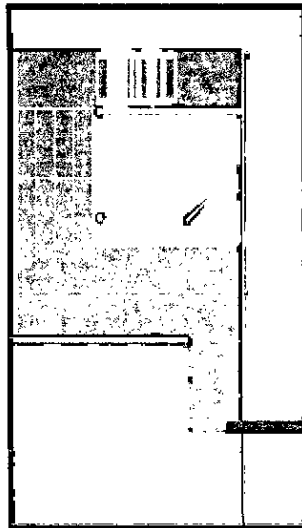
**Ms IMOGEN
 CRANEY
 2/57 HEREFORD ST.,
 M EDE 2097**



NO FLOOR
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 FIVE DOOR
 M. OVER 10 M
 E. Land (Commonwealth) contains
 R. 100.00

NOTE:
 CONSTRUCTION AND USE OF THIS PROPERTY IS SUBJECT TO THE
 RELEVANT LOCAL LAW. THE INFORMATION IN THIS PLAN IS FOR INFORMATION ONLY
 AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND.
 ALL INFORMATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
 RELEVANT LOCAL LAW.

DATE	2002/01	APPROXIMATE	SHEET NO.
CODE	AS BUILT	B	3
PLAN	SECTORS		
YEAR	1991		





Special By-Law 37 – Lot 1, 8, 10, 20, 22, 25, 33, 36, 38, 57, 88, 100 & 101 – Air Conditioning Works

PART 1

PREAMBLE

- 1.1** This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
- 1.2** The by-law relates to Lot 1, 8, 10, 20, 22, 25, 33, 36, 38, 57, 88, 100 & 101 in the strata scheme.
- 1.3** The Owner(s) of the Lot have previously carried out the Past Air Conditioning Works
- 1.4** The intended effect and purpose of this by-law is to:
 - (a)** permit the Owner to retain the Past Air Conditioning Works; and
 - (b)** To confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Air Conditioning Works.

GRANT OF RIGHT

- 1.5** Notwithstanding anything contained in any by-law applicable to the strata scheme the Owner has the exclusive use and enjoyment of those parts of the common property occupied by the Past Air Conditioning Works and the privilege to retain the Past Air Conditioning Works (at the Owner's cost and to remain the Owner's fixtures) subject to the provisions of Part 3 of this by-law.

DEFINITIONS & INTERPRETATION

1.6 Definitions

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

- (a)** Act means the Strata Schemes Management Act 1996.
- (b)** Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c)** Building means the building situated at Glebe Gardens, 57 Hereford Street, Glebe NSW.
- (d)** Lot means lot 1 in strata plan 54560.
- (e)** Owner means the owner(s) of the Lot.
- (f)** Plans means the plans/drawings prepared by the lot owner and dated 18 May 2016 a copy of which were tabled at the meeting at which this by-law was passed and are annexed to this by-law and marked "A".
- (g)** Past Air Conditioning Works means the installation of an air conditioner condenser unit and an air conditioning unit to Lot and common property previously carried out by the Owner as shown in the Plans.

1.7 Interpretation

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

- (a)** the singular includes the plural and vice versa;
- (b)** any gender includes the other genders;
- (c)** any terms in the by-law will have the same meaning as those defined in the Act;



- (d) references to legislation include references to amending and replacing legislation;
- (e) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of this by-law shall prevail;
- (f) references to any Air Conditioning Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

1.7.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law, law whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 2

CONDITIONS

2.1 Enduring rights and obligations

The Owner must:

not carry out any alterations or additions or do any works (other than the Past Air Conditioning Works);

- (a) properly maintain and upkeep the Past Air Conditioning Works in a state of good and serviceable repair;
- (b) properly maintain and upkeep those parts of the common property in contact with the Past Air Conditioning Works;
- (c) Properly maintain and keep in a state of good and serviceable repairs those parts of the common property which may be affected by the installation and operation of the Past Air Conditioning Works
- (d) comply with all directions, orders and requirements of the owners corporation and any Authority relating to the Past Air Conditioning Works;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Past Air Conditioning Works and will make good that damage immediately after it has occurred
- (f) ensure that the Air Conditioning Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (g) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Past Air Conditioning Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (h) Pay all costs associated with the making and registration of this by-law (including legal and strata management fees) and the costs of compliance with it (including but not limited to, engineering and consultancy fees).

2.2 Recovery of costs



If an Owner fails to comply with any obligation under this by law, the owners corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation; or
- (b) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation;
- (c) recover any costs from the Owner as a debt due; and
- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The owners corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

2.3 Ownership of Works

The Past Air Conditioning Works will always remain the property of the respective Owner.

2.4 Applicability

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

Special By-Law 38 – Lot 8 – Kitchen Works and Timber Flooring Installation

Kitchen Works Application Form

STRATA PLAN 54560

KITCHEN WORKS APPLICATION FORM

Use this form if you wish to undertake Kitchen Works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. < > FOR MAJOR AND MINOR KITCHEN WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building Kitchen Works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME: Ian and Anne SCRUTTON UNIT/LOT NUMBER: 8

CONTACT TELEPHONE (list all): Ian SCRUTTON - 0418 396775 Anne SCRUTTON – 0425 266 238

EMAIL ianscrutton@yahoo.com.au and anne.scrutton@gmail.com

LOCATION: KITCHEN WORK INVOLVES:

× TILING ✓ FLOOR SURFACES ✓ CEILING ✓ AIRDUCTS ✓ PLUMBING ✓ MASONRY
✓ ELECTRICAL ✓ WALL REMOVAL/PENETRATION □ FIRE SPRINKLERS ✓ RELOCATING
FUSE BOX × COMMON PROPERTY ALTERATION □ OTHER PREFERRED DATE



OF KITCHEN WORKS STARTING 20/12/2016 ENDING 28/02/2017 PLEASE ATTACH ✓
BRIEF DESCRIPTION OF INTENDED KITCHEN WORKS AND EITHER: ✗ PLAN BY ARCHITECT
(if available) OR: ✓ ROUGH PLAN / DIAGRAM (provided by owner) ✗ DEVELOPMENT
APPLICATION (if applicable)

I the undersigned hereby warrant that I have read the Special By-Law No. 15 for major and
minor work approval programme and agree to comply with all of the conditions and

limitations imposed thereby. OWNERS SIGNATURE: **Ian Scrutton** DATE 24/11/2016

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS: As the work applied for entails the removal and/or penetration
of masonry within the apartment, I hereby warrant that I accept full responsibility for the
upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: **Ian Scrutton** DATE 24/11/2016

CEILING CAVITY ALTERATIONS: As the work applied for entails the alteration of one or more
ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss
of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: **Ian Scrutton** DATE 24/11/2016



BRIEF DESCRIPTION OF INTENDED WORKS

Between 20/12/2016 and 23/12/2016

1. Removal and disposal of existing kitchen; wall tiling and cornice and
2. Removal and disposal of 40m² floor tiling in the living area, kitchen and entrance
3. Removal and disposal of non-structural brick walls and patching of ceiling and floor
4. Rendering of walls in preparation for new kitchen
5. Disconnection of plumbing to kitchen

Between 30/01/2017 and 24/02/2017

6. Installation of cabinetry as designed including
 - a. Soft closing doors and drawers
 - b. Full extension drawers with heavy duty Blum hardware
7. Reconnection of plumbing to kitchen
8. Refacing of existing power-points for appliances
9. Installation of new power-points for appliances
10. Installation of new dishwasher; oven, microwave and cooktop
11. Installation of 2 x LED downlights under wall cabinets
12. Installation of 4 x LED downlights in kitchen ceiling
13. Installation of roof-ducted under-mount range-hood

Between 20/02/2017 and 24/02/2017

14. Installation of timber floor in whole of ground floor area

STRUCTURAL ENGINEER'S REPORT

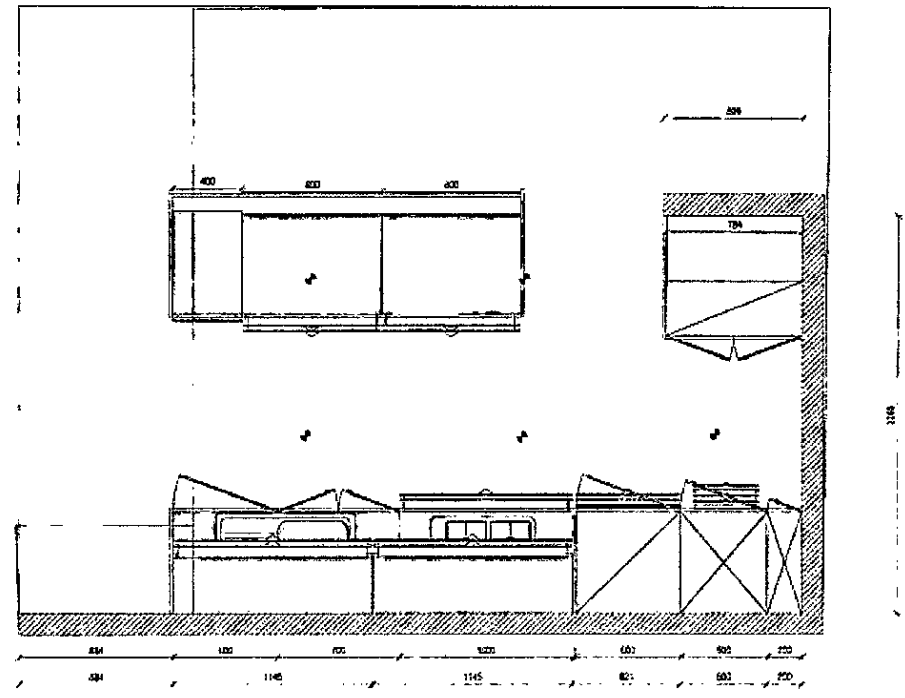
To be provided on Monday 28 November 2016

ROUGH PLAN

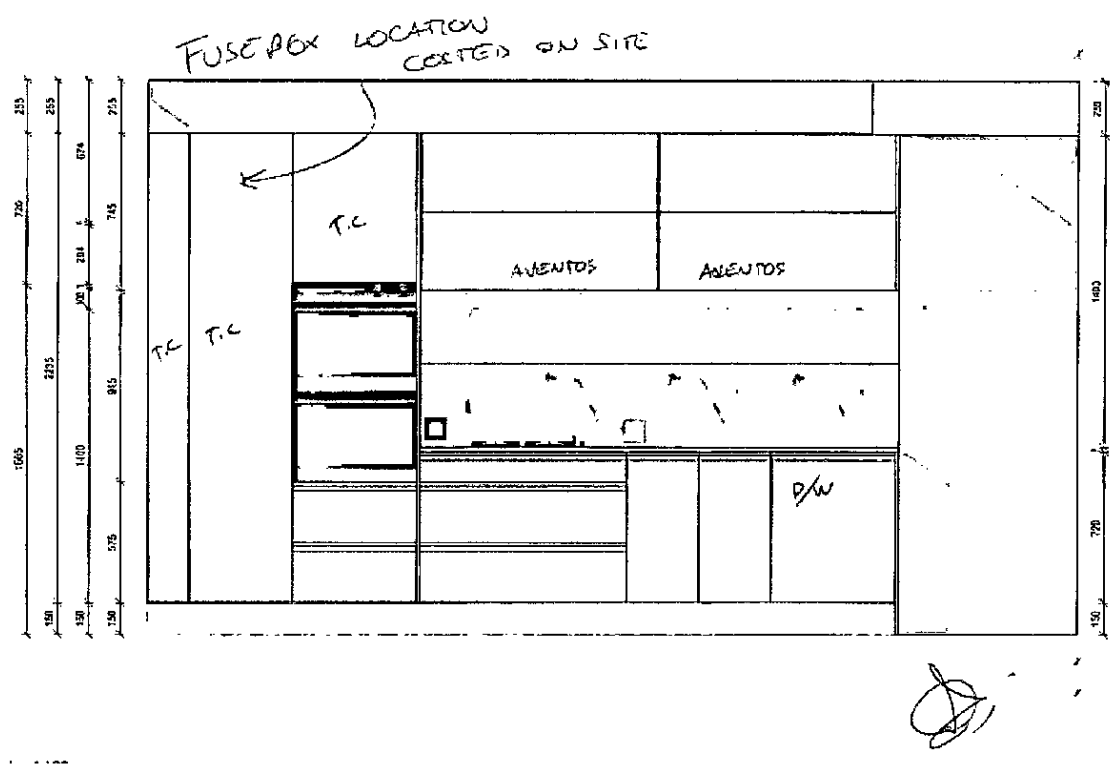
To be provided on Monday 28 November 2016



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STRATA MANAGEMENT SERVICES

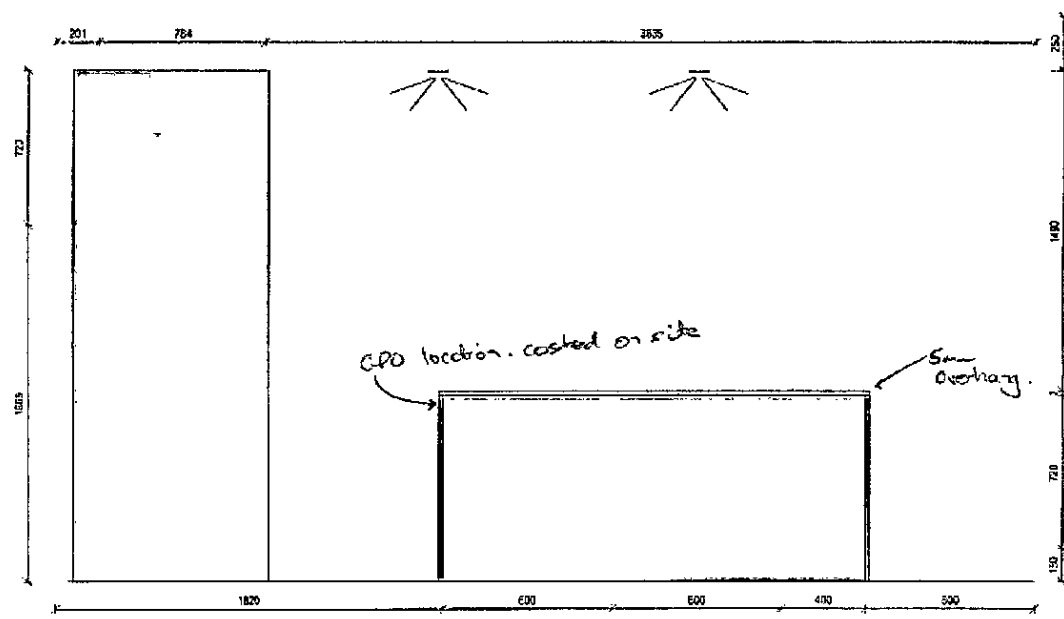


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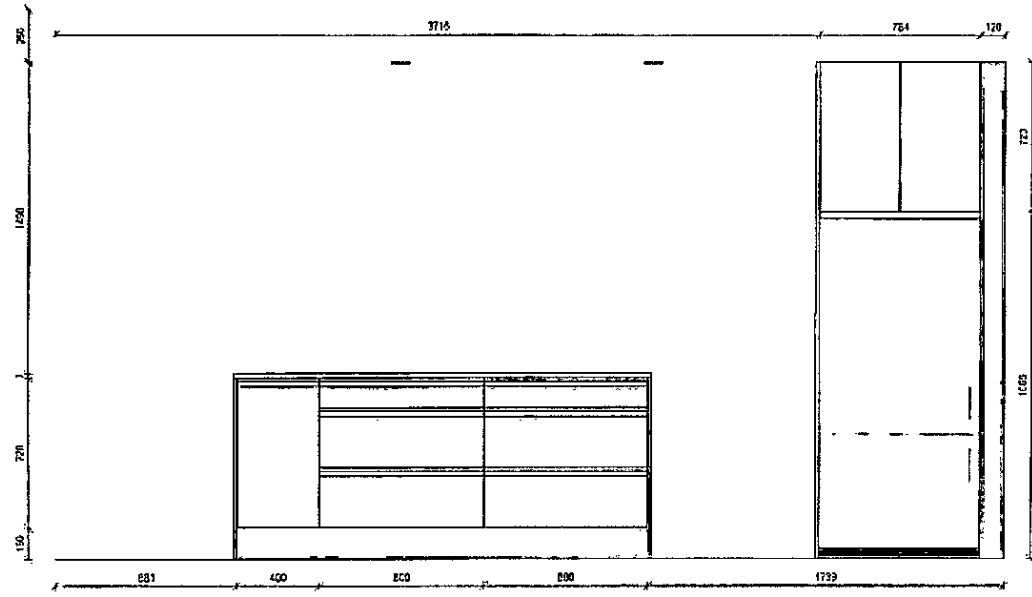




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STRATA MANAGEMENT SERVICES



Scale: 1/20



Scale: 1/20



WHELAN PROPERTY GROUP
 STRATA MANAGEMENT SERVICES

Special By-Law 39 – Lot 32 – Kitchen and Bathroom Works

THE OWNERS – STRATA PLAN 54560
“GLEBE GARDENS”

APPLICATION FOR BUILDING WORKS

Apartment No:	40	Lot No:	75A
Names: (Owners of the Lot registered on the Strata Roll)	Joe Bithony & Jayne Bithony		
Contact Phone No:	9319 1311	Email address:	joeb@redbank.net.au
“WORKS” INFORMATION (To assist with the approval of the application, please advise the following)			
Describe the exact “Works” proposed to be undertaken?	Bathroom renovation Kitchen renovation Remove 1 x wall Re-paint unit Upgrade lighting fixtures		
What location within the Lot are the “Works” to be undertaken?	Works only within the unit noted on this document.		
Who is the Principal Contractor undertaking the “Works”?	Company Name: Ammanal Property Group Contact Name: Aaron Shields		
Provide all contact details for the Principal Contractor.	Phone: (02) 9666 8947 Mobile Phone: 0425 220 226 Email: aaron@ammanalpropertygroup.net.au		
ADDITIONAL DOCUMENTATION REQUIRED TO BE ANNEXED TO APPLICATION: Please tick			
A copy of the full scope of works for the proposed “Works”	✓		
A copy of the schedule programmed “Works”	✓		
A copy of the Principal Contractor’s current NSW Contractors License	✓		
A copy of Principal Contractors current certificate of currency for public liability and workers compensation insurance	✓		



WHELAN PROPERTY GROUP
 STRATA MANAGEMENT SERVICES

A copy of the Home Owners Warranty Insurance certificate of currency should the proposed "Works" exceed \$20,000	N/A
A floor plan of the Lot detailing the existing configuration of the Lot	✓
A floor plan of the Lot detailing the proposed configuration of the Lot	✓
Architectural and Engineer drawings of the proposed "Works"	✓
Certification from an Engineer that the "Works" do not affect the structural integrity of the building in the instance internal walls are altered.	
Certification from an Engineer that the "Works" do not affect the structural integrity of the waterproofing.	
Confirmation that the Building Manager has inspected the Lot with the Owner's and contractor to discuss the proposed "Works"?	
AGREEMENT	
<p>I / We _____ request the consent of the Owners Corporation to undertake renovations ("Works") in my / our lot in accordance with the details attached.</p> <p>And I / We:</p> <ol style="list-style-type: none"> 1. Acknowledge that I / we have read and understand By-Laws 5 – Damage to Common Property and 15 – Carry out Building Works and will comply with such; 2. Acknowledge that I / we have read and understand the By-laws of Strata Plan 54560 and will comply with such; 3. Agree to use duly licensed employees, contractors or agents to conduct the "Works"; 4. Agree to ensure the "Works" are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law; 5. Agree to use reasonable endeavours to cause as little disruption as possible; 6. Agree to perform the "Works" during the hours of 7:00am to 5:00pm Monday to Friday. 7. Agree to transport all construction materials, equipment and debris in the manner reasonably directed by the Building Manager. 8. Agree to protect all affected areas of the building outside the lot from damage relating to the "Works" or the transportation of construction materials, equipment and debris; 9. Agree to ensure that the "Works" do not interfere with or damage the common property or the property of any other lot owner if this happens to rectify that interference or damage within a reasonable period of time; 10. Acknowledge that I / we understand that I / we are liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the "Works" whenever that damage may occur. 11. Agree to provide certification from Contractor of the waterproofing undertaken during the "Works". 12. Agree to not vary the "Works" without first obtaining the consent in writing from the Owners Corporation 13. Agree to notify the Owners Corporation that the "Works" have been completed; 14. Agree to provide a copy of a certificate from City of Sydney Council certifying that the "Works" comply with any conditions of any requisite approval of the Council (if approval required). 15. Agree to notify the Owners Corporation that all damage, if any, to any lot and the common property caused by the "Works" have been rectified; 	
Signature (Must be executed by the Owner/s of the Lot registered on the Strata Roll)	Date:



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

Bathroom Works Application Form

STRATA PLAN 5456D

BATHROOM WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 12 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Joe Billahurst UNIT/LOT NUMBER 40/25A

CONTACT TELEPHONE (list all) 2318 1311

EMAIL joe@redback.net.au

LOCATION: BATHROOM TOILET OTHER.....

WORK

INVOLVES: TILING FLOOR SURFACES

CEILING AIRDUCTS

PLUMBING WALL REMOVAL/PENETRATION

ELECTRICAL COMMON PROPERTY ALTERATION

MASONRY OTHER

PREFERRED DATE OF BATHROOM WORKS STARTING ENDING

PLEASE ATTACH BRIEF DESCRIPTION OF INTENDED BATHROOM WORKS

AND EITHER PLAN BY ARCHITECT (if available)

OR ROUGH PLAN / DIAGRAM (prepared by owner)

DEVELOPMENT APPLICATION (if applicable)

I the undersigned hereby warrant that I have read the Special By-Law No. 12 for major and minor bathroom work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:
As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE DATE.....

CEILING CAVITY ALTERATIONS:
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE DATE.....



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

Kitchen Works Application Form

STRATA PLAN 54960

KITCHEN WORKS APPLICATION FORM

Use this form if you wish to undertake Kitchen Works or renovations within your apartment. The form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 4 FOR MAJOR AND MINOR KITCHEN WORK APPROVAL PROGRAMME. Please ensure you have read and understood the Department before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building Kitchen Works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Joe Bulloughart UNIT/LOT NUMBER 40/15A

CONTACT TELEPHONE (list all) 7315 1311

EMAIL joebulloughart@redback.net.au

LOCATION: KITCHEN

WORK INVOLVES:

- TILING
- FLOOR SURFACES
- CEILING
- AIRDUCTS
- PLUMBING
- MASONRY
- ELECTRICAL
- WALL REMOVAL/PENETRATION
- FIRE SPRINKLERS
- REMOVING FUSE BOX
- COMMON PROPERTY ALTERATION
- OTHER

PREFERRED DATE OF KITCHEN WORKS STARTING..... ENDING.....

PLEASE ATTACH BRIEF DESCRIPTION OF INTENDED KITCHEN WORKS

AND EITHER: PLAN BY ARCHITECT (if available)

OR: ROUGH PLAN / DIAGRAM (provided by owner)

DEVELOPMENT APPLICATION (if applicable)

I the undersigned hereby warrant that I have read the Special By-Law No. 4 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: DATE:

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:
As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE:

CEILING ALTERATIONS:
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE:



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

Air Conditioning Works Application Form

STRATA PLAN 54560

AIR CONDITIONING WORKS APPLICATION FORM

Use this form if you wish to install an air conditioner within your apartment. This form is to be completed according to the conditions outlined in the SPECIAL BY-LAW NO. 4 FOR AIR CONDITIONING WORKS. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an agreement by-law has been made and registered.

OWNERS NAME Joe Billingham UNIT/LOT NUMBER 40/75A
CONTACT TELEPHONE (list all) 9318 1311
EMAIL joeb@redback.net.au

MODEL DETAIL: N/A
SIZE OF COMPRESSOR:
SOUND RATING:
PROPOSED LOCATION: N/A

PREFERRED DATE OF WORKS STARTING..... ENDING.....

- PLEASE ATTACH PLAN OF INSTALLATION
 PHOTOGRAPH/BROCHURE (if possible)
 COUNCIL APPROVAL (if applicable)

OWNERS SIGNATURE: DATE:



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

Ross Street Scope

Demolition

- Remove existing wall in kitchen
- Remove existing bath

Joinery

- Kitchen cupboards
- Bathroom cupboards
- Laundry cupboards
- Laundry bench

Tiling

- Tile Bathroom walls
- Tile Bathroom floor
- Kitchen splashback

Paint

- Paint all walls

Carpentry

- New ceiling in bathroom
- Fill in existing doorway in kitchen
- Extend existing wall in kitchen

Fixture and Fittings

- Install new bath tub
- Shower head
- Shower and bath taps
- Sink and taps
- Toilet
- Bench and shelving in bath
- Mirror in bath
- Kitchen sink and taps
- Laundry sink and taps

Plumbing

- Install waste water point – Kitchen
- Install gas supply point – Kitchen
- Cap existing sewer – bath
- Install new sewer (penetration through slab)
- Install slot drain
- New shower to use floor waste
- Shower screen
- Dishwasher provisions
- Kitchen sink provisions
- Move water supply in bath

Electrical

- New GPO's
- Under mount light in bath above sink



Approved Form 10

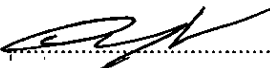
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 54560 was affixed on ^ 27 August 2020 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: Ashley Hunt Authority: STRATA MANAGEMENT AGENCY

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.