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CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 06/11/2020 11:41
Order No. 65011546
Certificate No: 99443251
Your Reference: SP 74958
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AQ462353
Available: Y
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Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AQ462353H

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

(A) **TORRENS TITLE**

For the common property CP/SP74958

(B) **LODGED BY**

Document Collection Box 1W	Name Company STRATA TITLE LAWYERS Address SUITE 1, LEVEL 10, 46 MARKET STREET, SYDNEY 2000 E-mail info@stratatitlelawyers.com.au Contact Number (02) 9091 8068 Customer Account Number Reference SP 74958	CODE CH
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(C) The Owner-Strata Plan No. 74958 certify that a special resolution was passed on 28/4/2020
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 5
Amended by-law No. SPECIAL BY-LAW 3
as fully set out below :

- PLEASE SEE ATTACHED ANNEXURE "A" FOR CONSOLIDATED BY-LAWS
- SPECIAL BY-LAW 5 (COSMETIC WORKS, MINOR RENOVATIONS AND MAJOR RENOVATIONS) IS AT PAGE 10 OF ANNEXURE "A"

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

(G) The seal of The Owners-Strata Plan No. 74958 was affixed on 7/10/20 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: Robert Crossie
Authority: STRATA MANAGER

Signature :
Name :
Authority :



STRATA PLAN 74958 BY-LAWS

A. BY-LAWS

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the 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

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

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

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) Any locking or other safety device for protection of the owner's lot against intruders or 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, or
 - (d) Any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.



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- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, 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 subclause (3) that forms part of the common property and that services the lot, and
 - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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.

9 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 or discarded item except with the prior written approval of the owners corporation.

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11 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.

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- (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.

12 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.

13 Changes to floor coverings

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) Must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waster is normally collected, and
 - (d) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) Must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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- (f) Must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) Must ensure that before garbage, recyclable material or waste is placed in the receptacle it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) Must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
 - (a) Must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) Must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
 - (c) If the lot is used for commercial purposes, must not deposit any item of commercial waster in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

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

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18 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).

19 Preservation of fire safety

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

20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) Security services,
- (b) Promotional services,
- (c) Advertising,
- (d) Commercial cleaning,
- (e) Domestic services
- (f) Garbage disposal and recycling services
- (g) Electricity, water or gas supply,
- (h) Telecommunication services (for example, cable television)

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

(1) The owners cooperation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) That commercial or business activities may be conducted on the lot or common property only during certain times,
- (b) That facilities situated on the common property may be used only during certain times or on certain conditions.

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- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

23 Compliance with planning and other requirements

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

B. SPECIAL BY-LAWS

Special by-law 1 Electronic service of notices

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

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

Special by-law 2 Window safety devices

That the Owners Corporation of Strata Plan 74958 be empowered to manage Child Window Safety compliance at the complex and within individual lots. This may involve from time to time the installation, certification, testing, repair and replacement of window barriers, locks, restrictors, guard mounts, screens, grills, nets or any device which has been installed in compliance with the Strata Schemes Management Act & Regulations amendments applying to Child Window Safety Devices. This is to be carried out in order to achieve compliance with the legislation for the complex. The Owners Corporation in exercising the above duties is empowered to enter all costs of above works specific to an individual lot as a debit against the individual lot owners levy account.

Special by-law 3 Exclusive use – Lots 32, 33, 34, 35

- (i) Notwithstanding any other by laws pursuant to Section 52 (1) of the Act, the Owners Corporation hereby grants the Owner of Lots 32, 33, 34 and 35 exclusive use and occupancy and enjoyment of that portion of the common property identified, marked and designated in the plan attached as "A" (the exclusive use area) for the exclusive use of the common area pursuant to any conditions referred to in this by law.
- (ii) The owner shall at all times remain responsible for the proper maintenance and keeping in a state of good and serviceable repair, of the designated common property.
- (iii) The owners of lots shall be responsible for all cost incurred in registering such Exclusive Use Bylaw.

Special by-law 4 Exclusive use – ventilation systems

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 1 of Part 6 and Division 3 of Part 7 of the *Strata Schemes Management Act 2015*.

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- 1.2 The purpose of this by-law is to regulate the use of common property Ventilation System(s) within Strata Plan No 74958 and to attribute responsibility for its maintenance and upkeep to the owners as described in this by-law.

PART 2

DEFINITIONS & INTERPRETATION

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

- (a) **Act** means the *Strata Schemes Management Act 2015* and as amended from time to time.
- (b) **Authority** means any government, semi government, statutory, public, private, judicial, quasi-judicial or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) **Building** means the building situated at 146 -152 Parramatta Road, Homebush NSW 2140.
- (d) **Exclusive Use Element** means part of the common property being the respective Ventilation System benefitting a Lot including all ancillary and affected common property.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000;
 - (ii) insurance required under the *Home Building Act 1989*, (if any); and
 - (iii) workers' insurance. compensation
- (f) **Lot** means lots in Strata Plan No 7 4958 which a Ventilation System benefits.
- (g) **Owner** means the owner of a Lot from time to time.
- (h) **Ventilation System** means the respective Aeropac sound attenuation ventilator system benefitting a Lot including but not limited to the ventilation units, acoustic absorber, filters, pipes, ducting, vents and grills.

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the owners corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) if a Lot is benefitted by more than one Ventilation System, then without derogating from the generality of the terms of this by-law the respective Owner is recognised as having exclusive use and enjoyment and special privilege of each Exclusive Use Element manifested by each Ventilation System;
- (g) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (h) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 74958 and this by-law, the provisions of this by-law shall prevail; and

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

PART 3

GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, the Owner shall have the right of exclusive use and enjoyment of those parts of the common property comprising the Exclusive Use Element benefitting their Lot, and shall have a special privilege to connect to and use that Exclusive Use Element (at the Owner's cost) subject to the terms and conditions contained in Part 4 of this by-law.

PART 4

CONDITIONS

Exclusive Use Area

- 4.1 The Owner must, in respect of the Exclusive Use Element(s) which benefit their Lot:
- (a) not interfere with the purpose of the Exclusive Use Element to filtered fresh air to the Lot and to reduce noise;
 - (b) properly maintain and keep in a state of good and serviceable repair the Exclusive Use Element;
 - (c) not carry out any alterations, or additions, or do any works on or to the Exclusive Use Element other than for the purposes of maintenance and repair;
 - (d) obtain approval from the owners corporation if the purpose of the Exclusive Use Element is to be changed in any way from the purpose under clause 4.1 (a);
 - (e) keep the Exclusive Use Element in a clean and well-ordered condition at all times;
 - (f) pay all costs associated with and arising out of the ongoing function of the Exclusive Use Element including but not limited to electricity costs;
 - (g) remain liable for any damage to lot or common property arising out of the ongoing function of the Exclusive Use Element and make good any damage immediately after it has occurred;
 - (h) comply with all directions, orders and requirements of any Authority as they relate to the Exclusive Use Element;
 - (i) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the ongoing function of the Exclusive Use Element, and any liability in respect of the property of the Owner. For the purposes of this condition, the certificate of the owners corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an Insurance premium or excess payable by the owners corporation and attributable to the ongoing function;
 - (j) for the avoidance of doubt, the Owner indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Exclusive Use Element and/or personal property of the Owner caused howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any repair or maintenance pursuant to part 4.2.

Default

- 4.2 Should the Owner fail to comply with any obligation under this by-law:

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- (a) the owners corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the owners corporation's request;
- (b) without prejudice to any other rights, the owners corporation may enter upon the Lot for the purpose of accessing that Owner's allocated Exclusive Use Element to inspect or investigate and to carry out any reasonable work to rectify the Owner's or any breach or possible breach of this by-law upon the provision of 48-hour notice in writing;
- (c) the Owners shall, jointly and severally, indemnify the owners corporation against any liability, costs, loss or expense incurred by the owners corporation should the owners corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the owners corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the owners corporation's reasonable costs incurred by the owners corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the owners corporation reasonably incurred in recovering such debt.

Special by-law 5 Cosmetic works, minor renovations and major renovations

(Resolution passed 28 April 2020.)

1. This by-law is made for the purposes of governing the carrying out of Works to a lot and/or the common property.
2. For the purpose of this By-law, 'Works' means the additions, replacements and alterations undertaken by the Owner (at the Owner's cost and to remain that Owner's fixtures) to their lot and the common property.
3. **Cosmetic Works - approval of owners corporation not required**
"Cosmetic Works" means any works that are not 'Minor Renovations' and not 'Major Renovations' and that do not require approval of the Owners Corporation and it includes, but it is not limited to work for the following purposes:
 - (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
 - (b) installing or replacing handrails,
 - (c) painting,
 - (d) filling minor holes and cracks in internal walls,
 - (e) laying carpet,
 - (f) installing or replacing built-in wardrobes,
 - (g) installing or replacing internal blinds and curtains.
4. Each Owner has the right under s 109 to undertake 'Cosmetic Works', however the Owner must not do anything on the lot or common property that is likely to affect the operation of fire safety devices in the lot or to reduce the level of fire safety in the lots or common property.
5. **Minor Renovations - approval by strata committee required**
Each Owner has the right to undertake "**Minor Renovations**", subject to the conditions set in this By-Law and limited to the following works:

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- (a) Renovating and or replacing a kitchen, a bathroom or a laundry (not including any waterproofing works including the replacement of waterproofing membranes);
 - (b) Changing recessed light fittings and / or other types of light fittings;
 - (c) Installing or replacing wood or other hard floors (not including the installation of 'floating floorboards' or alike material in bedrooms or bathrooms), subject to the terms of any existing flooring works by-law(s);
 - (d) Installing or replacing wiring or cabling or power or access points;
 - (e) Installing or replacing garage door motors;
 - (f) Work involving reconfiguring walls (not including load-bearing walls or any structural works);
 - (g) Installing a reverse cycle split system air conditioner (not affecting the external appearance of the building);
 - (h) Installing a solar photovoltaic system or solar hot water system;
 - (i) Installing a heat pump;
 - (j) Installing ceiling insulation;
 - (k) Installing double or triple glazed windows (that are in keeping with the external appearance of the lot);
 - (l) Installing or replacing venting to carry exhaust air outside from items such as:
 - (i) a range hood,
 - (ii) oven,
 - (iii) shower,
 - (iv) clothes dryer,
 - (v) gas heater, or
 - (vi) similar appliance.
6. Pursuant to section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Renovations outlined in this by-law.
7. Where any works covered under clauses 3, 5 or 9 of this by-law were undertaken by an Owner before this by-law was made then any provision of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
8. To the extent of any inconsistency with previous by-laws, this by-law prevails.
9. **Major Renovations - approval by the strata committee required**
- "Major Renovations"** means all of and not limited to the following:
- (a) Work involving structural changes such as the removal of the whole or part of a load-bearing wall, or the installation of structural support beams;
 - (b) Work that changes the external appearance of a lot, including the installation of an external access ramp, awning, shutters, pergola or vergola or installation of a new window or door in a boundary wall of the lot;
 - (c) Waterproofing works to the bathroom, kitchen and/or laundry within a lot which includes the laying of a new waterproofing membrane;
 - (d) Waterproofing works to the external balconies and courtyards within a lot;

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- (e) The installation of a ducted air conditioning system;
 - (f) Work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning & Assessment Act 1979*.
10. An Owner must not undertake "Major Renovations" or "Minor Renovations" without providing the Strata Committee with:
- (a) a signed application form including the documents referred to in clause 12(b)(iii) applicable to the Owner's Minor or Major Renovations; and
 - (b) the Owner's written consent to be bound by the terms of this by-law in the form annexed to this by-law and marked "A".

If approval is granted the Major Renovations must comply with the conditions set out in this by-law.

11. The Strata Committee may require the owner to submit a by-law to be passed by special resolution at a general meeting of the Owners Corporation if:
- (a) The strata committee are unwilling to make a determination as to whether or not the works should be approved; or
 - (b) In the Strata Committee's opinion, the works proposed to be carried out by the owner is beyond the scope of the terms of this by-law.

CONDITIONS

12. "Minor Renovations" and "Major Renovations" are subject to the following Conditions:

Before undertaking the works

- (a) The Owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from -
 - (i) the Strata Committee of the Owners Corporation; and
 - (ii) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (iii) any other relevant statutory authority whose requirements apply to undertaking the works.
- (b) The Owners must submit to the Strata Committee the following documents relating to undertaking the Minor or Major Renovations prior to obtaining written approval from the Strata Committee:
 - (i) a document indicating the proposed start and end dates (which upon approval and prior to commencement of the works must be confirmed with the Strata Committee or its appointed nominee);
 - (ii) a document including the full name and contact details of the person appointed to project manage the works;
 - (iii) documents relating to undertaking the works:
 - A. plans and drawings/ diagrams;
 - B. specifications of work (including product brochures, if available);
 - C. if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building;

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- D. documents evidencing warranties, contractors' licences & insurances, reports & certifications of relevant building professionals, and the like;
 - E. any other documents reasonably required by the Strata Committee (including, but not limited to a by-law duly drafted by a specialised legal practitioner).
- (c) The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
- (d) The Owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.
- (e) An Owner installing or replacing wood or other hard floors must ensure that the works include the installation of a good quality acoustic underlay sufficient to prevent the transmission of noise to adjoining units.

Payment of Bond

- (f) If required by the Strata Committee, the Owner must provide a bond to the Owners Corporation via the Strata Managing Agent prior to commencing the works. The bond is for the purposes of ensuring that any minor damage to the common property doors, walls, tiles, flooring and any other common property may be rectified in a timely manner.
- (g) The amount of the bond referred payable by the Owner is to be paid in accordance with the following table:

Total cost of works	Amount of bond payable
Less than \$20,000	\$1,000
Greater than or equal to \$20,000	\$5,000

- (h) In the event the Owners Corporation decides to direct that bond money is due and payable to rectify damage to common property, then the following process shall apply:
- (i) The Owners Corporation shall give written notice to the Owner regarding the damage to common property.
 - (ii) The Owner has ten (10) business days to rectify the damage to the satisfaction of the Owners Corporation, and to supply all evidence requested by the Owners Corporation regarding rectification of the damage.
 - (iii) In the event that the works referred to in clause ii. above are not completed to the satisfaction of the Owners Corporation, the Owners Corporation may, subject to sections 120 and 122 of the *Strata Schemes Management Act 2015*, rectify the damage to common property and deduct the reasonable costs of same from the bond amount.
 - (iv) In the event the costs of rectifying the damage to the common property exceed the bond amount, the difference shall be recoverable pursuant to the Liability and Indemnity clauses contained in this by-law.

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Carrying out the works

- (i) In carrying out the works, the Owner must:
 - (i) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee or its appointed nominee;
 - (ii) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - (iii) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - (iv) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
 - (v) only undertake works at the times approved by the Strata Committee and in accordance with Council restrictions;
 - (vi) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
 - (vii) remove all debris resulting from undertaking the works immediately from the building in the manner reasonably directed by the Strata Committee or its appointed nominee.
- (j) The Owner must ensure that the 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 approved by the local council and the Strata Committee.

After completing the works

- (k) The Owner must notify the Strata Committee that the works have been completed.
- (l) Where required by the Strata Committee, the Owner must provide the Owners Corporation with:
 - (i) a certification by a structural engineer appointed by the Owners Corporation at the Owner's cost as to the structural integrity of the building; and
 - (ii) if the works involved waterproofing works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
 - (iii) if the works involved the installation of a ducted or reverse cycle split system air conditioner, the owner must provide to the Owners Corporation a report from a qualified technician certifying that, upon inspection, the air conditioning and its associated condenser, pipes and conduit does not:
 - A. reduce the fire resistance level of any wall, or
 - B. produces noise that exceeds the dB(A) allowed under the Protection of the *Environment Operations Act 1997* (POEO Act) and (d) meets the energy consumption standards as prescribed under the relevant AS Standards.
 - (iv) if the works involved the installation or replacement of wood or other hard flooring, the Owner must provide to the Owners Corporation a report from

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an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the works and those new flooring installations now achieve the anticipated performance standards that is expected of works carried out in accordance with clause 12(e) of this by-law.

- (v) a certification from a Principal Certifying Authority under the *Environmental and Planning Assessment Act 1979* evidencing approval and sign-off of the relevant Building Certificates and Town Planning Approval.
- (vi) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

13. The Owner must, at the Owner's cost:
 - (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.
14. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.
15. If an Owner installs a solar photovoltaic system, a solar hot water system, an external air-conditioning unit or any other fixture to the common property roof, the Owner is responsible for the removal and reinstatement of same in the event the Owners Corporation deems such removal is necessary for the purpose of repairing and maintaining the common property roof.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against:
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
 - (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
17. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on written demand or at the direction of the Owners Corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, interest at the rate of 10% per annum until the loss and damage is made good.
18. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law, such works being the responsibility of the Owner pursuant to the Repair and Maintenance clauses of this by-law.

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Breach and Remedy

19. In the event an owner breaches this by-law, the Owners Corporation may:
- (a) pursuant to section 120(2) of the *Strata Schemes Management Act 2015*, take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition.
 - (b) pursuant to section 120(5) of the *Strata Schemes Management Act 2015*, recover the costs incurred in carrying out the replacement or reinstatement works from the Owner as a debt.

Annexure "A" to Special by-law 5 – Cosmetic Works, Minor Renovations and Major Renovations Strata Scheme 74958

Consent to Exclusive use and Special Privilege By-Law

TO: The Secretary The Owners – Strata Plan No. 74958

AND: The Registrar General
Land Registry Services NSW
Queens Square Sydney NSW 2000

I/We _____, being the owner(s) of Lot _____ in Strata Plan No. 74958 HEREBY CONSENT and agree to be bound by the terms and conditions of Special by-law 5 – Cosmetic Works, Minor Renovations and Major Renovations conferring special privileges on owners that has been passed by Special Resolution of all owners and registered on the common property Certificate of Title.

Dated: _____

Signature(s) of Lot Owner(s)

Name(s) of Lot Owner(s)

Lot No. _____

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Renovation Application Special By-Law for Cosmetic, Minor and Major Renovations

Owners seeking to undertake renovations to their lots are required to comply with the Special By-Law for Cosmetic, Minor and Major Renovations (Renovations By-Law) and the following procedures:

1. Lot owners are required to provide details of the proposed Minor & Major renovations by completing the following Application Form and submitting it with the required supporting documents to Waratah Strata Management at least 21 days before undertaking any work.
2. Cosmetic renovations do not require strata approval, so you are free to proceed with those works without approval unless Minor or Major renovations also form part of your renovations.
3. The completed Application Form and supporting documents will then be circulated to the Strata Committee for review.
4. You will be advised if any further information is required to be provided.
5. You will be advised if approval has been provided in accordance with the Renovations By-Law.
6. Should a specific by-law be required (for works outside the scope of the Renovations By-Law) you will be asked to have one drafted, ideally by a strata specialist lawyer, which will then need to be submitted to a general meeting of the Owners Corporation.

No work may commence without the written approval of the Owners Corporation and non-compliance may result in penalties being applicable.

Other documentation that may be required:

Subject to the nature of the works you may also be asked to submit an Engineers Report, a Dilapidation Report or further detailed drawings, plans etc.

Should the works also require Council approval, a Development Approval (DA) or Complying Development Certificate (CDC) would need to be obtained from Council and a copy provided to the Owners Corporation. Please check with your local council to see if your proposed works fall into this category. Please note your works may be approved by Council and not by the Owners Corporation or vice versa. Works cannot commence until all require approvals have been obtained.

Hard Flooring

Should your application include to install hard flooring, please check whether there is a specific hard flooring by-law for your strata plan. These applications will then be dealt with either under the Hard Flooring By-Law or as a Minor Renovation under the Renovations By-Law.

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Should you proceed to install hard-flooring you are encouraged to use the highest grade of underlay/sound insulation available (if not defined in the by-laws) to minimise the risk of any breaches of by-laws in relation to causing noise disturbance to other residents. You should be aiming to install flooring that creates no more noise to adjoining residents than would a good quality carpet and underlay. Please ensure that you independently check the quality of the underlay being proposed by your flooring installer as they frequently quote for the lowest cost rather than the highest quality. If noise complaints are received from adjoining residents you may be required to remove the timber flooring or install additional carpets, mats, runners, etc.

**Application & Indemnity Form
Minor & Major Renovations**

Owners Names

Property Address

Postal Address (if different from above)

Email Address

Phone Numbers

For Minor and Major Renovations, the following documents should be provided with the completed application form (please refer to Renovations By-Law for further detail on items required):

- Plans, drawings, specifications and product brochures
- Project Manager & Contractors documents, including copy of insurances, licensing etc.
- Program of works including proposed start and end dates
- Program of any noisy works including demolition, wall removal, tile removal, etc.
- List of any works that will be visible from outside of the lot such as changes to walls/doors, pipes, cables, ducts
- Payment of Security Deposit - \$1,000 if works under \$20,000 or \$5,000 if works \$20,000 or greater
- Structural Engineers Report (if works include removal and/or replacement of load-bearing walls)

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- Dilapidation Report (if required by the strata committee)
- Copy of Home Owners Warranty Insurance Policy (if works exceed \$20,000)
- Copy of Development Approval or Complying Development Certificate (if required by Council)

Declaration:

1. I/We lodge this application in accordance with the terms and conditions of the Cosmetic Works, Minor Renovations and Major Renovations By-Law (Renovations By-Law) and agree to those terms and conditions.
2. I/We certify that the details provided in this application are to the best of my/our knowledge correct.
3. I/We agree to pay the Application Fee of \$120 + GST (allowance of 1 hour) for Waratah Strata Management to review this application, research by-laws and obtain instructions from the Strata Committee. That this amount will be charged directly to my strata levy account and that additional charges may apply if further time is required.
4. I/We agree that should permission be given by the Strata Committee to proceed with the works without the requirement of a specific by-law then the attached 'Consent Form' (Annexure A to Special by-law 5) will be signed and returned to Waratah Strata prior to the commencement of works.
5. I/We confirm that the works will be carried out in accordance with the plans and specifications provided in my application, and that any modifications to the plans and specifications are to be approved by the Owners Corporation.
6. I/We will use the services of appropriately qualified and licensed contractors who are covered by Public Liability insurance of at least \$10 million, as well as Workers Compensation insurance (where required) and will supply this information to the Owners' Corporation.
7. I/We will properly manage, supervise and be responsible for all activities of my/our tradespeople and will ensure they:
 - a. Comply with these conditions.
 - b. Only conduct work during Council permitted hours.
 - c. Notify all residents of the any noisy works that will take place, and the expected duration, at least one week before the commencement of noisy works.
 - d. Will be responsible for the daily cleaning of any dirt or debris left on common property, including the floors, walls, lifts, carparks, driveways, etc.
 - e. Will not store building materials or rubbish on common property at any time.
 - f. That all rubbish will be removed from the property and the common property waste bins will not be used under any circumstances.
 - g. Will not obstruct common property (inside or out) at any time and will ensure the safety of residents and the site throughout the project.
8. I/We will be personally responsible for any damage to common property as a result of these works and acknowledge that any damage to common property will be dealt with in accordance to Clause 12(h) of the Renovations By-Law.
9. I/We agree that a representative of the Strata Committee has the right to inspect the work at any time with one day's notice.
10. Following completion of the works, I/We will provide written notice to the Strata Manager / Strata Committee that the works have been completed.

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11. When requested by the Strata Committee at any time following completion of the works, I/We will provide the following documents:
- a. a certification by a structural engineer appointed by the Owners Corporation at the Owner's cost as to the structural integrity of the building;
 - b. if the works involved waterproofing works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
 - c. if the works involved the installation of a ducted or reverse cycle split system air conditioner, the owner must provide to the Owners Corporation a report from a qualified technician certifying that, upon inspection, the air conditioning and its associated condenser, pipes and conduit does not:
 - (i) reduce the fire resistance level of any wall, or
 - (ii) produces noise that exceeds the dB(A) allowed under the Protection of the *Environment Operations Act 1997* (POEO Act) and (d) meets the energy consumption standards as prescribed under the relevant AS Standards;
 - d. if the works involved the installation or replacement of wood or other hard flooring, the Owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the works and those new flooring installations now achieve the anticipated performance standards that is expected of works carried out in accordance with clause 12(e) of this by-law;
 - e. a certification from a Principal Certifying Authority under the *Environmental and Planning Assessment Act 1979* evidencing approval and sign-off of the relevant Building Certificates and Town Planning Approval;
 - f. any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Signature of Owner(s):

Owners Names

Owners Signatures

Date

