

**STRATA PLAN 60341**

**BY-LAWS**

**HORDERN TOWERS**

**393 PITT STREET  
SYDNEY NSW 2000**

**Consolidated and registered: 1 April 2021**

## **STRATA PLAN 60341**

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## **By-law 1 - Interpretation**

1.1 In these by-laws, unless a contrary intention appears:

"**Act**" means the Strata Schemes Management Act, 1996 (NSW).

"**Building**" means the building constructed on the Land.

"**Goods**" means any items relating to any building, maintenance or repair works.

"**Governmental Agency**" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"**Land**" means the land in Folio Identifier 6/880139.

"**Level**" means a level of the Building and reference to a level number is a reference to the level number in the Strata Plan.

"**Loading Dock**" means that part of the common property designated as such from time to time by the owners corporation or such other area used as a loading dock the subject of a right way or easement appurtenant to the common property.

"**Owner**" means a registered proprietor or an occupier of a lot in the Strata Plan.

"**Manager**" means the person appointed by the owners corporation under by-law 23 to manage the Building.

"**Managing Agent**" means the person appointed by the owners corporation as its managing agent under section 26 of the Act and, in the absence of a managing agent, the secretary of the owners corporation.

"**Recreational Area**" means those parts of Level 23 and such other parts of the common property designated as such from time to time by the owners corporation. I,  
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"**Security Key**" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

"**Sign**" means any sign, light, advertisement, name or notice, or similar device. "Strata Plan" means Strata Plan No.

1.2 In these by-laws, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of by-laws;

(b) words importing the singular include the plural and vice versa; (c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;

(f) a reference to anything includes a part of that thing; and

(g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws carrying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

## **By-law 2 - Behaviour**

2.1 An Owner or occupier of a lot, or any invitee of an Owner or occupier of a lot, must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner of another lot or of any person lawfully using common property; or
- (b) obstruct lawful use of common property by any person; or
- (c) when admitting visitors or invitees to the Building permit them to remain upon the common property unsupervised except to any extent reasonably necessary for the ingress and egress of the visitor or invitee; or
- (d) permit lots in the parking areas of the Building to be used for any purpose other than for the purpose of housing motor vehicles including cycles.

2.2 An Owner or occupier of a lot, or any invitee of an Owner or occupier of a lot, when on common property or on any part of a lot so as to be visible or audible from another lot or from 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 of another lot or to any person lawfully using common property PROVIDED that nothing in this by-law shall be construed so as to prevent the wearing of swimming costumes of a type reasonably in accordance with current acceptable community standards within the swimming pool or its immediate surrounds.

2.3 An Owner or occupier of a lot, or any invitee of an Owner or occupier of a lot, must not permit any child over whom they have control to play upon any common property within the Building (other than an area designated in a resolution of the owners corporation as a children's play area) or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a car parking area or other area of possible danger or hazard to children.

## **By-law 3 - Compliance with by-laws**

3.1 An Owner must take all reasonable steps to ensure that invitees of the Owner comply with these by-laws. If an invitee does not comply with these by-laws the Owner must take all reasonable steps to ensure that the invitee immediately leaves the Building.

3.2 An Owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these by-laws.

## **By-law 4 - Compliance with laws**

4.1 An Owner must at the Owner's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

4.2 An Owner must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

## **By-law 5 - Condition of a lot**

5. An Owner must keep the lot clean and in good repair and shall take all reasonable steps to control and exterminate therein all vermin, insects or oilier pests.

## **By-law 6 - Appearance of a lot**

6.1 An Owner must not without the prior written consent of the owners corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building.

6.2 An Owner must not:

(a) operate or permit to be operated on the Building any device or electronic equipment so as to interfere with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

(b) without the prior written consent of the owners corporation attach to or hang from the exterior of the Building any aerial or any security device or wires.

### **By-law 7 - Damage to common property**

7.1 An Owner must not do or permit anything including, without limitation, bring or permit to be brought into the Building any heavy article, which might cause structural damage to the Building.

7.2 An Owner must not do anything to damage or deface common property.

7.3 An Owner must not interfere with any personal property vested in the owners corporation.

7.4 An Owner must not interfere with the operation of any equipment installed in the common property including, without limitation, elevators.

### **By-law 8 - Moving of certain articles**

8.1 An Owner must not move any article likely to cause damage or obstruction through common property without first notifying the Manager or Managing Agent. The notice to the Manager or Managing Agent must be given in sufficient time to enable the Manager or Managing Agent to arrange for a representative of the owners corporation to be present if it is considered necessary.

8.2 An Owner may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Manager or Managing Agent.

### **By-law 9 - Security of common property**

9.1 An Owner must not do or permit anything which may prejudice the security or safety of the Building and, in particular, must ensure that all fire and security doors are kept locked or secured or in an operational state, as the case may be, when not in immediate use.

9.2 An Owner must not use or interfere with any fire hydrant, hose reel or other fire fighting or fire safety equipment except in the case of any emergency.

### **By-law 10 - Notification of defects**

10. An Owner must promptly notify the Manager or Managing Agent of any damage to or defect in the common property or any personal property vested in the owners corporation.

### **By-law 11 - Compensation to owners corporation**

11. An Owner will be liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that Owner or any licensee or invitee of that Owner.

### **By-law 12 - Restricted use of the common property**

12. The owners corporation must take all reasonable steps to secure the strata scheme from intruders and to preserve the safety of the Building from fire or other hazard and without limitation may:

(a) close off or restrict by means of Security Key access to any part of the common property not required for access to a lot on either a temporary or permanent basis;

(b) permit, to the exclusion of Owners, any part of the common property to be used by any security person as a means of monitoring the security of the Building, either solely or in conjunction with any other part of the Building; and

(c) restrict by means of Security Key, access of Owners of one Level of the Building to any other Level of the Building.

### **By-law 13 - Security Keys**

13.1 If the owners corporation restricts the access of Owners under by-law 12, the owners corporation may make available to Owners, the number of Security Keys (including any physical or digital access devices) as the owners corporation considers necessary (in its absolute discretion) being:

(a) not less than two sets per bedroom of each respective apartment; and

(b) not less than two sets per studio apartment.

13.2 The owners corporation may charge a fee for any additional Security key required by an Owner as determined by the owners corporation from time to time.

13.3 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an occupier of a lot and must take all reasonable steps including without limitation, an appropriate agreement in any lease or licence of a lot to an occupier to ensure return of the Security Key to the Owner or the owners corporation.

13.4 An Owner in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another Owner and is not disposed of otherwise than by returning it to the owners corporation.

13.5 An Owner must promptly notify the owners corporation if a Security Key is lost or destroyed.

13.6 The owners corporation may require the owners to respond to a survey or questionnaire provided by the owners corporation for the purposes of ascertaining the number and who is in possession of Security Keys that are in existence.

### **By-law 14 - Disposal of waste – shared bins**

14.1 An owner or occupier of a lot, or any invitee 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.

14.2 An owner or occupier of a lot, or any invitee of a lot, must not deposit in a toilet, 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).

14.3 An owner or occupier, or any invitee of a lot, 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.

14.4 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.

14.5 In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

#### **By-law 15 - Storage of flammable liquids**

15. An Owner must not use or store on the lot or on common property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of the lot.

#### **By-law 16 - Insurance policies**

16. An Owner 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 effected by the owners corporation.

#### **By-law 17 - Signs**

17.1 An Owner must not without the prior written consent of the owners corporation affix or exhibit any Sign to or on any part of the Building unless it is inside the lot and is not visible from outside the lot.

#### **By-law 18 - Animals**

(1) Subject to section 139(5) of the Strata Schemes Management Act 2015 as amended or replaced from time to time, an owner or occupier of a lot must not, keep any animal on the lot or the common property.

#### **By-law 19 - Fire control**

19.1 An Owner 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.

19.2 The owners corporation or an Owner must, in respect of the Land or the lot, as appropriate:

(a) consult with any relevant Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the Land or the lot;

(b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Building or the lot to the satisfaction of all relevant Governmental Agencies;

(c) ensure compliance with fire laws in respect of the Building or the lot.

#### **By-law 20 - Owners Corporation**

20.1 Subject to any resolution of the owners corporation from time to time, any matter to be determined by the owners corporation under these by-laws may be determined by the Manager or Managing Agent and any consent or other communication from the Manager or Managing Agent under these by-laws shall be deemed to be a consent or communication of the owners corporation.

20.2 consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Owner to which the consent or approval relates is responsible for compliance with the terms of the consent.



## **By-law 21 - Complaints and applications**

21. Any complaint or application to the owners corporation must be addressed in writing to the Managing Agent.

## **By-law 22 - Loading dock**

22.1 An Owner or Occupier may only use the Loading Dock between the hours nominated from time to time by the owners corporation or building manager.

22.2 The owners corporation may make rules and regulations relating to the Loading Dock.

22.3 The Loading Dock may only be used or occupied for the purposes of loading or unloading Goods or other articles.

22.4 An Owner or Occupier must not load or unload Goods or other articles on any part of the common property other than the Loading Dock.

22.5 An Owner or Occupier must not occupy the Loading Dock for any continuous period exceeding 30 minutes, or such other period as the owners corporation or building manager may from time to time approve in writing.

## **By-law 23 - Management agreement**

23.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with the Building Manager to provide for the management control and administration of the Building which agreement may provide for:

(a) a term of ten (10) years with rights for early termination by either the owners corporation or the Building Manager;

(b) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the owners corporation and for the general repair, maintenance, renewal or replacement of that property;

(c) the provision of services to Owners (eg telecommunications services, cable television);

(d) the supervision of any employees or contractors of the owners corporation;

(e) the control and supervision of the common property;

(f) the arbitration of disputes between the owners corporation and the Building Manager; and

(g) anything else which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.

23.2 At the expiration of the agreement the owners corporation may enter into a further agreement consistent with the terms of special by-law 23.1.

## **By-law 24 - Obstruction of manager**

24.1 An Owner must not:

(a) interfere with or obstruct the Manager from performing the Manager's duties under the agreement referred to in by-law 23.1; or

(b) interfere with or obstruct the Manager from using any part of the common property designated by the owners corporation for use by the Manager.

## **By-law 25 - Curtains**

25.1 An Owner or Occupier must not hang curtains, blinds or louvres visible from outside the lot unless those curtains, blinds or louvres have a backing of cream or white colour or such colour as approved by the owners corporation from time to time.

25.2 An Owner or Occupier must not install, renovate and/or replace a curtain, blind or louvre, visible from outside of the lot without having the colour and design of the backing approved by the owners corporation.

25.3 In giving its approval, the owners corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the Building.

## **By-law 26 - Drying of laundry items**

26.1 An Owner must not except with the written consent of the owners corporation, hang any washing, towels, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

## **By-law 27 - Recreational Area**

27.1 The only persons entitled to use the Recreational Area are owners and occupiers of Residential Lots, and their guests. The owners corporation shall continue to be responsible for future repairs and maintenance of the Recreational Area.

27.2 An Owner may only use the Recreational Area between the hours nominated from time to time by the owners corporation.

27.3 The owners corporation may from time to time make rules and regulations relating to the Recreational Area.

27.4. No diving board or trampoline or similar device shall be installed or used in conjunction with the swimming pool.

27.5 Persons using the swimming pool, shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use of such facilities by other persons.

27.6 In relation to the use of the swimming pool, an Owner must ensure:

(a) that his invitees do not use the same unless he or another Owner accompanies them;

(b) that children under twelve (12) years of age are not in or around the swimming pool unless accompanied by an adult Owner exercising effective control over them; and

(c) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool.

27.7 An Owner must not, without proper authority, add any chemical or other substance to the water in the swimming pool.

## **By-law 28 - Payment of levies**

28. An Owner must promptly pay all levies imposed upon him or it by the owners Corporation.

## **By-law 29 - Building works**

29. An Owner must in fitting out or carrying out other works in relation to such lot:

(a) give prior notice in writing to the owners corporation including details of the proposed works and copies of any approvals of relevant authorities required for such works;

(b) not carry out any work affecting the common property without the prior written consent of the owners corporation, which consent may be given or withheld in the absolute discretion of the owners corporation provided that the owners corporation shall not unreasonably withhold consent where:

- (i) the works are necessary to enable the Owner to use the lot for a proposed lawful purpose;
- (ii) such works will not adversely affect the common property or the Owner of any other lot in the Building;
- (iii) the Owner enters into a covenant with the owners corporation in such form as the owners corporation may require to comply with such conditions in relation to the works as the owners corporation in its absolute discretion may require; and
- (iv) the Owner bears all costs of such works and any costs incurred by the owners corporation in relation thereto;

(c) ensure that the fit out is in keeping with the design and decor of the Building generally;

(d) ensure that all works are carried out without undue delay;

(e) comply with all reasonable directions of the owners corporation in relation to the design of fit out and the carrying out of works;

(f) cause as little disturbance as possible to other occupiers and invitees of the Building;

(g) comply with all relevant statutes, authorisations and requirements of any Governmental Agency in relation to works;

(h) carry out all works in a workmanlike and competent manner;

(i) promptly remove from the Building all rubbish and debris resulting from works;

(j) promptly repair any damage directly or indirectly caused to the Building by the carrying out of works.

### **By-law 30 - Costs and expenses**

30. Where these by-laws confer on an Owner a right of exclusive use and enjoyment of the whole or any specified part of the common property or special privileges in respect of the whole or any specified part of the common property, the following provisions apply:

(a) except where expressly provided to the contrary in these by-laws, the owners corporation will continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the common property or the relevant part of it.

(b) the owners corporation may from time to time determine that the costs and expenses of maintaining and repairing relevant common property, or those parts of such costs and expenses as are separately assessed or otherwise reasonably identifiable, shall be borne by the Owner having such rights of exclusive use and enjoyment or special privileges. Where such costs and expenses are not reasonably identifiable, the owners corporation may, for the purposes of this by-law, make a reasonable estimate of such costs and expenses.

### **By-law 31 - Easement**

31. An Owner when using any area the subject of a right way or easement appurtenant to the common property must ensure that any term or condition attached to such use is complied with and otherwise that the peace and enjoyment of the occupier of the land burdened by the easement is not unduly disturbed.

### **By-law 32 - Floor coverings**

32.1 An Owner 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 of another lot.

32.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **By-law 33 - Provision of amenities or services**

33.1 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 owner of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

33.2 If the owners corporation makes a resolution referred to in by-law 33.1 to provide an amenity or service to a lot or to an Owner it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **By-law 34 - Exclusive use of common property**

34.1 In this by-law unless a contrary intention appears:

**"Authorised User"** is a person authorised by the Lot 279 Owner for the purposes of this by-law and includes but is not limited to the Lot 279 Owner's employees.

**"Authority"** means any national, state, municipal or other government statutory or government approved authority or body having authority or jurisdiction over the Building including the Exclusive Use Area.

**"Building Services"** means a Service currently being used incidental to the Building.

**"Conducting Media"** means any wires, cables, pipes, lines, ducts, chutes and drains within the Building through which a Service passes. The expression includes any Conducting Media owned by an Authority in its capacity as an owner rather than as an Authority.

**"Exclusive Use Area"** is the area designated by the letter R on level 58 as shown on sheet 26 of the Strata Plan.

**"Lot 279 Owner"** is the owner from time to time of lot 279 in the Strata Plan.

**"Lot 279 Services"** means a Service necessary or desirable in connection with the use and enjoyment of the Exclusive Use Area.

**"Service"** means all water (including, without limitation, water for any sprinkler system), sewerage, drainage, gas, electricity, telephone, garbage, air (including air which requires to be exhausted to the outside or drawn from the outside), television signals or impulses, radio signals or impulses, electronic signals or impulses, fire or other alarm systems, security systems and any system providing a warning, signalling or other communication facility within or through the Conducting Media and other services necessary or desirable in connection with the use and enjoyment of the Building including the Exclusive Use Area.

34.2 The purpose of this by-law is:

- (a) to grant the Lot 279 Owner an exclusive use of the Exclusive Use Area;
- (b) to permit the Lot 279 Owner to enclose the Exclusive Use Area;
- (c) to place plant and equipment within the Exclusive Use Area;
- (d) to construct Services within the Exclusive Use Area; and
- (e) to connect the Lot 279 Services to the Building Services.

34.3 The Lot 279 Owner has exclusive use of the Exclusive Use Area.

34.4 The Lot 279 Owner must maintain and repair the Exclusive Use Area.

34.5 The Lot 279 Owner may enclose the Exclusive Use Area using such materials as may be previously approved (such approval not to be unreasonably withheld) in writing by the owners corporation.

34.6 The Lot 279 Owner may place such plant and equipment within the Exclusive Use Area in connection with the use and enjoyment of the Exclusive Use Area **PROVIDED THAT** the owners corporation previously approves (such approval not to be unreasonably withheld) the installation of the plant and equipment

34.7 The Lot 279 Owner may construct a Service within the Exclusive Use Area **PROVIDED THAT** the owners corporation previously approves (such approval not to be unreasonably withheld) the installation of the Service.

34.8 The Lot 279 Owner may connect Lot 279 Services within the Exclusive Use Area to the Building Services **PROVIDED THAT** the owners corporation previously approves (such approval not to be unreasonably withheld) the connection.

34.9 The Lot 279 Owner's use and enjoyment of the Exclusive Use Area is subject to the following covenants and agreements.

**(a) Lot 279 Owner's Rights**

(i) the Lot 279 Owner and every Authorised User with any tools, implements or machinery necessary for the purposes, may enter upon and within the common property as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of laying, inspecting, testing, cleansing, repairing, maintaining or renewing the Conducting Media which the Lot 279 Owner is entitled to perform incidental to the use and enjoyment of the Exclusive Use Area without hindrance by the owners corporation;

(ii) the Lot 279 Owner may enter the common property to exercise the rights granted by this by-law after it has first given a reasonable period of notice to the owners corporation of the intended exercise of the rights except in the case of an emergency when no notice will be required. Further the Lot 279 Owner agrees to exercise such rights in accordance with reasonable directions of the owners corporation.

**(b) Damage and Interference**

(i) the Lot 279 Owner and every Authorised User must not unreasonably interfere with the enjoyment of the common property;

(ii) the Lot 279 Owner and every Authorised User must cause as little disturbance or damage as possible to the common property;

(iii) the Lot 279 Owner and every Authorised User must restore the common property as nearly as practical to its original condition if there is any disturbance or damage to it;

**(c) Release and Indemnity**

(i) the Lot 279 Owner and every Authorised User entering upon the common property pursuant to the rights granted by this by-law shall do so at his or her own risk and the Lot 279 Owner hereby releases the owners corporation from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the common property in pursuance of the rights granted under this by-law other than as may be caused or contributed to by the wilful or negligent act or omission of the owners corporation or the owners corporation's employees;

(ii) the Lot 279 Owner shall indemnify and keep indemnified the owners corporation and the owners corporation's employees from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the owners corporation or for which such owners corporation and the owners corporation's employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the common property or to any person or property within or without the common property, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this by-law or default of the Lot 279 Owner or every Authorised User upon any common property in pursuance of the rights hereby granted.

**(d) Consent of Authority**

The Lot 279 Owner must obtain the consent of the Authority, where necessary, prior to the exercise of any of its rights under this by-law 34.

**Special by-law no. 1 – Exclusive use lots 171 & 172**

For the purpose of demolishing part of the wall between the laundries of Lots 171 and 172 to provide internal access between the lots, the exclusive use of that part of the common property area marked "A1 -A2" on the plan of Level 41 SP 60341 attached ("the exclusive use area") on the following conditions:

1. The proprietor(s) may not demolish any part of the wall is structural, and then only with the consent of Sydney City Council and all other relevant authorities (If required).
2. The Owners Corporation shall consent to any application by the proprietor(s) to the relevant authorities for development consent, building consent or other permit necessary or incidental to use of the rights and privileges referred to in this by-law.
3. The proprietor(s) shall be responsible for the maintenance and keeping the exclusive use area in a state of good and serviceable repair.
4. The proprietor(s) must make good any damage to the common property occasioned by exercise of any right or privilege conferred by this by-law.
5. The proprietor(s) is/are entitled to enter into contractual or other arrangements with third parties regarding the exercise of any right or privilege conferred by this by-law.
6. This by-law, while it remains in force, continues to operate for the benefit of, and is binding on, the proprietor(s) and occupier(s) for the time being of Lots 171 and 172.
7. This by-law may only remain in force while Lots 171 and 172 are both lots in common ownership, and will automatically lapse on the sale of one or other lot.
8. On the sale of either Lot 171 or 172 the then proprietor for the time being will at his own expense make good the exclusive use area to the condition which existed prior to this by-law being passed.

## **Special by-law no. 2 – Dividing wall lots 125 & 126**

### **1. DEFINITIONS:**

1.1 "Owners Corporation" means The Owners - Strata Plan No. 60341.

1.2 "Dividing Walls" means the common property walls dividing the bathroom of lot 125 and the kitchen and the living/dining area of lot 126.

1.3 "Owners" means each of the registered owners of lots 125 and 126.

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

### **2. RIGHTS**

2.1 Subject to the conditions in paragraph 3 of this by-law, the Owners will jointly have a special privilege to remove the Dividing Walls.

### **3. CONDITIONS**

3.1 Each of the Owners must have the written consent of the other Owners to the removal of the Dividing Walls. Such written consent may be revoked by either of the Owners in which case the Dividing Walls must be reinstated by the Owners to its former state and condition and the special privileges conferred under this by-law will end.

3.2 The owners must properly maintain and keep the common property occupied by the Dividing Walls in a state of good and serviceable repair.

3.3 The Dividing Walls must be removed and reinstated at the cost of the Owners.

3.4 The Owners must:

3.4.1 repair any damage caused directly or indirectly by the removal and/or reinstatement of the Dividing Walls;

3.4.2 indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the removal and/or reinstatement of the Dividing Walls; and

3.4.3 obtain all necessary statutory approvals for the removal of the Dividing Walls

3.5 If the owners or any one of them fail to comply with any obligation imposed under this by-law, then the Owners Corporation may:

3.5.1 carry out all work necessary to perform that obligation

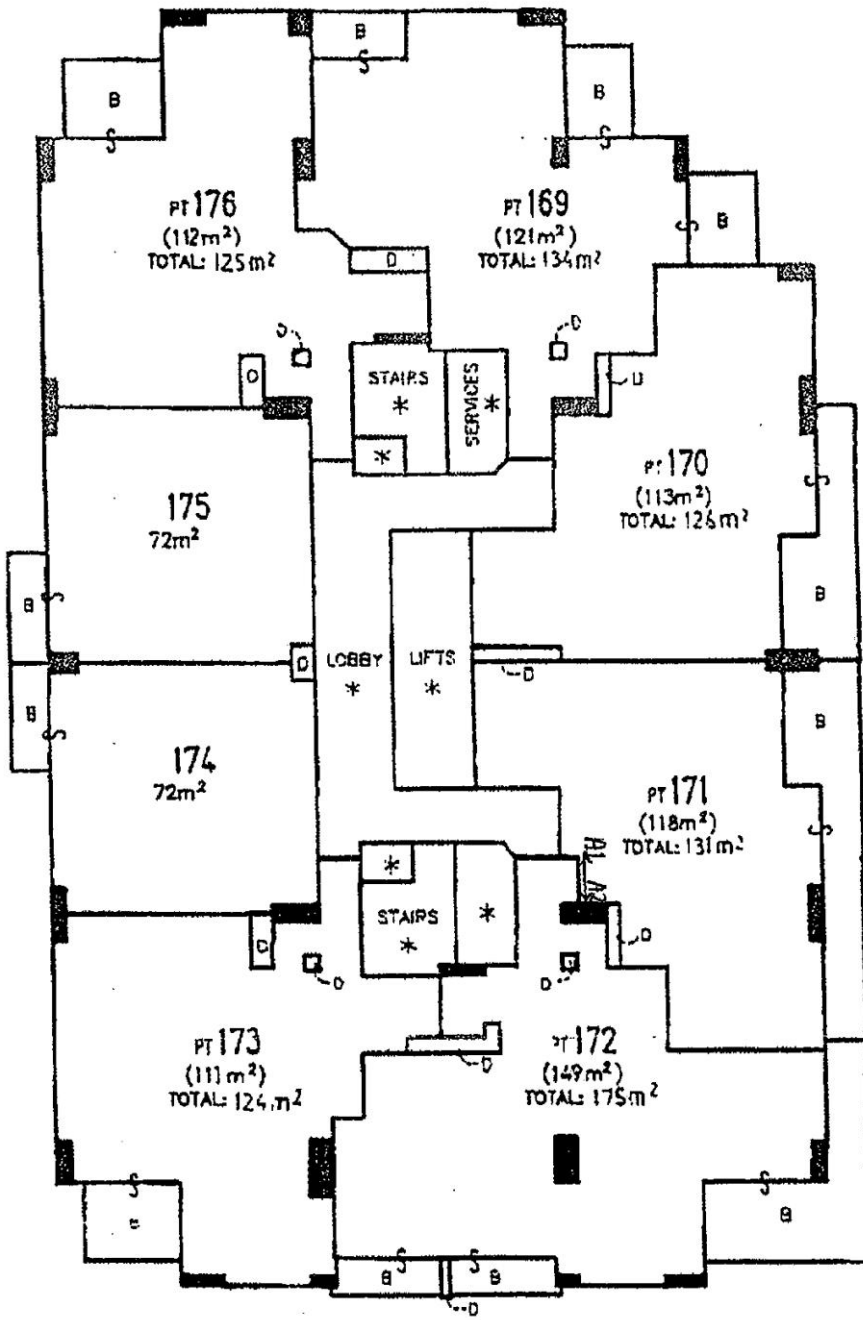
3.5.2 enter upon any part of the parcel to carry out that work and

3.5.3 recover the costs of carrying out that work from the owners



**LEVEL 41**

**SP60341**



HT TO 2.5 ABOVE  
SPECTIVE FLOOR

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
Surveyor Registered under Surveyors Act 1923

*[Signature]*  
General Manager/Authorized Person



## **Special by-law no. 3 – Cable TV**

### **DEFINITIONS**

1. The following terms are defined to mean:

“Cable Television Agreement” means the licensing of part or parts of the common property for the installation of Cable Television Equipment.

“Cable Television Equipment” means all equipment (including cabling) necessary to facilitate the reception, modulation and transmission of electronic signals.

### **FUNCTIONS**

1. The Owners Corporation shall have the following additional functions:

a) the power to grant Cable Television Agreements on terms and conditions approved by the Owners Corporation from time to time;

b) power to install and/or permit the installation of the Cable Television Equipment in the common property; and

c) the power to enter lots to install, repair or replace the Cable Television Equipment or any part of the Cable Television Equipment on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996.

## **Special by-law no. 4 – Timber flooring in all lots**

### **A. Definitions**

i) In this by law, the following terms are defined to mean:

“**Timber**” means the works undertaken by Owners to install timber flooring on their lot.

“**Owners**” means the owner/s of each lot in the strata scheme.

ii) 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 under that Act.

### **B. Rights**

Subject to the conditions in paragraph C of this by law, Owners will have a special privilege in respect of the common property adjoining their lot to install Timber Flooring to and on the common property.

### **C. Conditions**

#### **Maintenance**

i) The owners corporation will continue to maintain and keep the common property to which the Timber Flooring is attached in a state of good and serviceable repair.

ii) Owners must properly maintain and keep the Timber Flooring in a state of good and serviceable repair and must replace the Timber Flooring as required from time to time.

#### **Documentation and insurance**

vi) Before installing the Timber Flooring, Owners must:

c) notify the owners corporation that it is undertaking that work, and

d) effect the following insurances in the joint names of the Owners and owners corporation:

- contractors all works insurance,
- insurance required under the Home Building Act 1989
- workers compensation insurance, and
- public liability insurance in the amount of \$10,000,000.

### **Acoustic performance requirements**

vii) Clause 84 of the Sydney City Council building approval for Hordern Towers requires that floors between sole occupancy units shall be constructed of materials having a sound transmission class in accordance with F5.3 of the Building Code of Australia. Clause F5.3 states:

***“ A floor separating sole occupancy units must have an STC not less than 45”.***

viii) The Timber Flooring requires vibration isolation to be installed under the floor.

To provide an acceptable rating it is recommended that the rubber vibration isolation layer be 5mm thick, 100mm wide strips of Regupol type K225. These strips can be laid at 450mm centres.

Regupol recommend that a contact adhesive be used to position the K225 on the concrete floor slab.

Timber battens can then be glued using eg: “Liquid Nails” to locate it on the K225. No nails or penetration through the K225 is recommended. Timber boards can then be nailed to the battens.

The above method can be varied. However, details of alternative methods incorporating the recommendations of a practicing Acoustics Engineer are required to be submitted to the owners corporation for approval prior to carrying out any installation works.

### **Performance of works**

vi) When installing the Timber Flooring, Owners must:

h) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;

i) protect all areas of the building outside lots from damage by the Timber Flooring or the transportation of construction materials, equipment, debris the manner reasonably acceptable to the owners corporation;

j) keep all areas of the building outside the Owners’ lot clean and tidy;

k) only install the Timber Flooring at the times approved by the owners corporation;

l) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;

m) remove all debris resulting from the Timber Flooring immediately from the building; and

n) comply with the requirements of the owners corporation to comply with any by laws and any relevant statutory authority concerning the Timber Flooring.

j) consent to provide access by the Owners Corporation appointed representative to inspect the premises throughout the duration of the works subject to reasonable notice being provided.

### **Liability**

vii) Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Timber Flooring to the common property and will make good that damage immediately after it has occurred.

## **Indemnity**

viii) Owners 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 Timber Flooring on the common property including liability under section 65(6) in respect of any property of the Owner.

## **Cost of works**

c) The Timber Flooring must be undertaken at the cost of the Owners.

## **Owners fixtures**

c) The Timber Flooring shall remain the Owners' fixtures.

## **Right to remedy default**

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

c) carry out all work necessary to perform that obligation;

c) enter upon any part of the parcel to carry out that work; and

c) recover the costs of carrying out that work from the defaulting Owner.

## **Special by-law no. 5 – Alteration to lots 245 & 246**

### **1. DEFINITIONS**

i) The following terms are defined to mean:

“**Works**” mean

(a) removal of a non-load bearing wall dividing Lots 245 & 246 and so much of the common property comprised in the wall;

(b) installation of a connecting door and doorway between Lots 245 & 246 (and all ancillary structures) at the same site

as depicted on the drawing attached to the minutes of the meeting at which this by-law was made.

“**Owners**” means each of the owners for the time being of Lots 245 & 246.

ii) 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 under that Act.

### **2. RIGHTS**

iii) Subject to the conditions in paragraph 3 of this by-law, the Owner will have:

a) a special privilege to undertake the Works on the common property; and

b) exclusive use of the common property occupied by the Works.

### **3. CONDITIONS**

#### **Maintenance**

iv) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.

v) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

### **Performance of Works**

vi) When carrying out the Works, the Owners must:

- a) protect all areas of the building outside their Lots from damage;
- b) keep all areas of the building outside their Lots clean and tidy;
- c) only perform the Works at the times approved by the Owners Corporation;
- d) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- e) remove all debris resulting from the Works immediately from the building; and
- f) comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the Works.

### **Liability**

vii) The Owners will be liable for any damage caused to any part of the common property as a result of the Works and will make good that damage immediately after it has occurred.

### **Indemnity**

viii) The Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the Works including liability under section 65(6) in respect of any property of the Owners.

### **Cost of Works**

ix) The performance, maintenance, repair and replacement of the Works will be at the cost of the Owners.

### **Remedy for Default**

x) If the Owners fail to comply with any obligation under this by-law, THEN the Owners Corporation may:

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

## **Special by-law no. 6 – Maintenance of air conditioners**

### **1. Definitions**

i) The following terms are defined to mean:

**“Air Conditioning Unit”** means an air conditioning system installed in the common property ceiling void of each lot that exclusively services the Owner’s lot for the purpose of cooling and heating, including (but not limited to) all ancillary structures and ducting; but excluding supply and return condenser water pipework.

**“Owners”** means each of the owners for the time being in strata scheme 60341.

ii) 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 under that Act.

## **2. CONDITIONS**

### **Maintenance**

iii) The Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.

### **Liability**

iv) The Owners will be liable for any damage caused to any part of the common property as a result of maintaining, repairing or replacement of an Air Conditioning Unit and will make good that damage immediately after it has occurred.

### **Cost of Air Conditioning Unit**

v) The maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the Owners.

### **Remedy for Default**

vi) If the Owners fail to comply with any obligation under this by law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

## **Special by-law no. 7 – Maintenance of drains**

### **1. DEFINITIONS**

i) The following terms are defined to mean:

“**Drains**” means the length or part length of any external or internal drain or pipe attached to or passing through common property that exclusively services the Owners’ lot.

“**Owners**” means each of the owners for the time being in strata scheme 60341.

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 under that Act.

### **2. CONDITIONS**

#### **Maintenance**

Owners must properly maintain and keep all Drains:

- a) free of blockages; and
- b) in a state of good and serviceable repair

and must replace the Drains as required from time to time.

## **Liability**

iv) Owners will be liable for any damage caused to any part of the common property as a result of maintaining, repairing or replacement of the Drains and will make good that damage immediately after it has occurred.

## **Cost of Drains**

v) The maintenance, repair and replacement of any Drains will be at the cost of the Owners.

## **Remedy for Default**

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

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

## **Special by-law no. 8 – Fire brigade call outs**

### **SCOPE OF BY LAW**

Owners and occupiers must not engage in any activity (including but not limited to cooking) on a lot or on the common property that causes a smoke detector in the building to activate when there is no emergency.

### **POWERS OF THE OWNERS CORPORATION**

The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- i) the authority to receive reports from the fire brigade on the cause or nature of any call-out in response to a smoke detector alarm;
- ii) the power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;
- iii) the power to recover costs incurred from owners or occupiers who or by their invitees and contractors in breach of this by law activate the smoke detection system in the building resulting in a false alarm call-out of the fire brigade; and
- iv) the power to debit the charges of false alarm call-outs from a defaulting owner's levy account.

## **Special by-law no. 9 – Repealed**

## **Special by-law no. 10 – Repealed**

## **Special by-law no. 11 – Copy of by-laws**

An owner or lessee of a lot must provide any occupier of the lot with a copy of the registered by-laws, and must take all reasonable action to restrain any breach of the by-laws by the occupier.

## **Special by-law no. 12 – Use of lot**

12.1 An owner, occupier or lessee of a lot must comply with any law concerning the use of the lot, including any environmental planning instrument under the Environmental Planning and Assessment Act 1979.



12.2 An Owner, occupier or lessee of a lot must notify the owners corporation if it intends to change the use of its lot including for short term rental accommodations in accordance with the scheme's existing by-laws regulating short term rental accommodations

## **Special by-law no. 13 – Gas connection on balconies**

### **A. Definitions**

i) In this by-law, the following terms are defined to mean:

"**Gas Connection**" means the works undertaken by the Owners to install the gas connection and piping on the balcony of their lots via a connection to the internal gas outlet in their unit.

"**Owners**" means the owner/s of each lot in the strata scheme.

ii) 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 under that Act.

### **B. Rights**

Subject to the conditions in paragraph C of by-law, Owners will have a special privilege in respect of the common property adjoining their lot to install a gas connection on the balcony of their lot for the purpose of providing gas to a Barbeque.

### **C. Conditions**

#### **Maintenance**

i) The Owners Corporation will continue to maintain and keep the common property to which the Gas Connection is attached in a state of good and serviceable repair.

ii) Owners must properly maintain and keep the Gas Connection in a state of good and serviceable repair and must replace the Gas Connection as required from time to time.

#### **Documentation and Insurance**

i) Before installing the Gas Connection, Owners must:

a) notify the Owners Corporation that it is undertaking that work, and

b) effect the following insurances:

- Contractors all works insurance
- Insurance required under the Home Building Act 1989
- Workers Compensation insurance for the contractors workers and
- Public Liability insurance in the amount of \$10,000,000.

#### **Performance of Works**

i) When installing the Gas Connection, Owners 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 lots from damage by the transportation of construction materials, equipment, debris the manner reasonably acceptable to the Owners Corporation;

c) keep all areas of the building outside the Owners' lot clean and tidy;

d) only install the Gas Connection at the times approved by the Owners Corporation;



- e) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
- f) remove all debris resulting from the Gas Connection 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 Gas Connection.

**Liability**

- i) Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of the Gas Connection to the common property and will make good that damage immediately after it has occurred.

## **Indemnity**

i) Owners 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 Gas Connection on the common property including liability under Section 65(6) in respect of any property of the Owner.

## **Cost of Works**

i) The Gas Connection must be undertaken at the cost of the Owners.

## **Owners Fixtures**

i) The Gas Connection shall remain the Owners' fixtures.

## **Right to Remedy Default**

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

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

## **Special by-law no. 14 – Service of documents owner of lot by owners corporation**

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

## **Special by-law no. 15 – Renovation works lots 273 & 278**

### **PART 1**

#### **PART 1.1**

#### **GRANT OF RIGHT**

1.1 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 Works (at the Owner's cost and to remain the Owner's fixtures) and the special privilege to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

#### **PART 1.2**

#### **THIS BY-LAW TO PREVAIL**

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

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

#### **2.1 Definitions**

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

(a) **Act** means the *Strata 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) **Bond** means the bond being a bank cheque in the amount of \$10,000.00 (inclusive of GST) made payable to "The Owners – Strata Plan 60341".

(d) **Building** means the building situated at Hordern Tower, 393 Pitt Street Sydney.

(e) **Council** means the City of Sydney Council.

(f) **Dilapidation Report** means the dilapidation report in respect of the common property and lots 265, 272, 277 and 274 in the strata scheme prepared as a consequence of a dilapidation survey of those lots and common property carried out by a contractor retained by the Owner. The Dilapidation Report shall be in writing and shall include photographs of the relevant areas.

(g) **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.

(h) **Lot 273** means lot 273 in strata plan 60341.

(i) **Lot 278** means lot 278 in strata plan 60341.

(j) **Owner** means the owners of the Lot 273 and Lot 278.

(k) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 60341.

(l) **Joint Works** means the works to lot 273 and lot 278 and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of the:

(i) removal of approximately 2.8m length of common tenancy wall between lot 273 and lot 278; and

(ii) removal of approximately 0.8m length of common tenancy wall between lot 273 and lot 278;

together with the restoration of lot 273 and lot 278 and common property damaged by the Joint Works and all of which are to be conducted strictly in accordance with the plan attached to this by-law and marked "A", and the provisions of this by-law.

(m) **Lot 273 Works** means the works to lot 273 and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of:

(i) internal walls - demolition and removal of internal walls and construction of new internal dividing walls;

(ii) flooring and ceiling – demolition and removal of internal floor/ceiling finishes reinstate with new which must comply with by-law;

(iii) existing stair case –removal of internal staircase finishes and fittings reinstate with new;

(iv) electrical – reposition of all internal lighting, GPO and sockets to suit new layout;

- (v) mechanical – reposition of internal ducting, return and supply air outlets to suit new layout;
- (vi) plumbing – replacement of internal sanitary fittings at same location. No new slab penetrations required;
- (vii) fire services - reposition of all internal smoke detectors and sprinkler heads to suit new layout and comply with applicable legislation;
- (viii) balconies – install composite timber deck above existing tiles on all balconies.

together with the restoration of lot 273 and common property damaged by the Lot 273 Works and all of which are to be conducted strictly in accordance with the plan attached to this by-law and marked "A", and the provisions of this by-law.

(n) **Lot 278 Works** means the works to lot 278 and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of:

- (i) void - Extending a small section of floor area over existing void with light weight structure;
- (ii) new staircase – installation of new spiral staircase on level 56 connecting to upper level 57;
- (iii) existing stair case – demolition and removal of existing staircase to accommodate new spiral staircase and construction of new lightweight floor structure to make good stair case void;
- (iv) internal walls - demolition and removal of internal walls and construction of new internal dividing walls;
- (v) floor and ceiling – demolition and removal of internal floor/ceiling finishes reinstate with new which must comply with by-law;
- (vi) electrical – reposition of all internal lighting, GPO and sockets to suit new layout;
- (vii) mechanical – reposition of internal ducting, return and supply air outlets to suit new layout;
- (viii) plumbing – proposed plumbing and drainage for master ensuite. Accommodated within raised floor, therefore no access required to the level below;
- (ix) plumbing – replacement of internal sanitary fittings at same location. No new slab penetrations required;
- (x) fire services - Reposition of all internal smoke detectors and sprinkler heads to suit new layout;

together with the restoration of Lot 278 and common property damaged by the Lot 278 Works and all of which are to be conducted strictly in accordance with the plan attached to this by-law and marked "A", and the provisions of this by-law.

(o) **The Works** means the Lot 273 Works, the Lot 278 Works and the Joint Works.

## 2.2 Interpretation

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

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

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

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

### **PART 3 CONDITIONS**

#### **3.1 Prior to commencement of the Works**

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

(a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;

(b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot 273 and Lot 278 within forty-eight (48) hours of any request from the Owners Corporation;

(c) pay the Bond to the Owners Corporation. The Bond is to be refunded within sixty (60) days from completion of Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law;

(d) effect and maintain Insurance and provide a copy to the Owners Corporation;

(e) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs);

(f) provide to the Owners Corporation a report from a structural engineer (acceptable to the Owners Corporation) confirming that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof; and

(g) provide to the Owners Corporation a Dilapidation Report. The Owner and the Owners Corporation acknowledge and agree that the Dilapidation Report shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works for the purpose of paragraphs 3.5 (e), 3.5(f) and 3.6.

#### **3.2 Compliant Works**

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

(a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and

be manufactured and designed to specifications for domestic use.

#### **3.3 During the Works**

During the process of carrying out the Works, the Owner must:

(a) use duly licensed tradespersons, contractors or agents to carry out the Works;

(b) ensure the Works are carried out in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;

(c) ensure the Works are carried out expeditiously and with a minimum of disruption to other lot owners, occupiers or adjoining property owners;

(d) ensure that a waterproof membrane warranted for not less than ten (10) years is installed below the tiles or other upper surface floor covering in the bathroom, laundry cupboard and kitchen and that the installation of that waterproof membrane is carried out by a contractor licensed to install that waterproof membrane;

(e) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;

(f) carry out the Works between the hours of 8:30am and 5:30pm Monday – Friday or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

(g) complete the Works within a period of five (5) months from its commencement or such other period of time as may be approved by the Owners Corporation;

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

(i) 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;

(j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;

(k) 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

(l) not vary the approved Works or materially amend or vary the Plans without first obtaining the consent in writing from the Owners Corporation.

### **3.4 After completion of the Works**

3.4.1 After the Works are completed, the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused during or by the carrying out of the Works and not permitted by this by-law have been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the further works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

(e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

(f) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily; and

(g) provide the Owners Corporation with copies of all certificates required by law in respect to the Works including but not limited to, plumbers certificate and waterproofing certificate.

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

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

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (f) on the sale of either lot 273 or lot 278 the Owners must, at their expense, make good the Joint Works to the condition which existed prior to this by-law being passed in a manner acceptable to the Owners Corporation.

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

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

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

### **3.7 Ownership of Works**

- (a) The Lot 273 Works will always remain the property of the owner of lot 273; and
- (b) The Lot 278 Works will always remain the property of the owner of lot 278.

### **3.8 Joint & Several Liability**

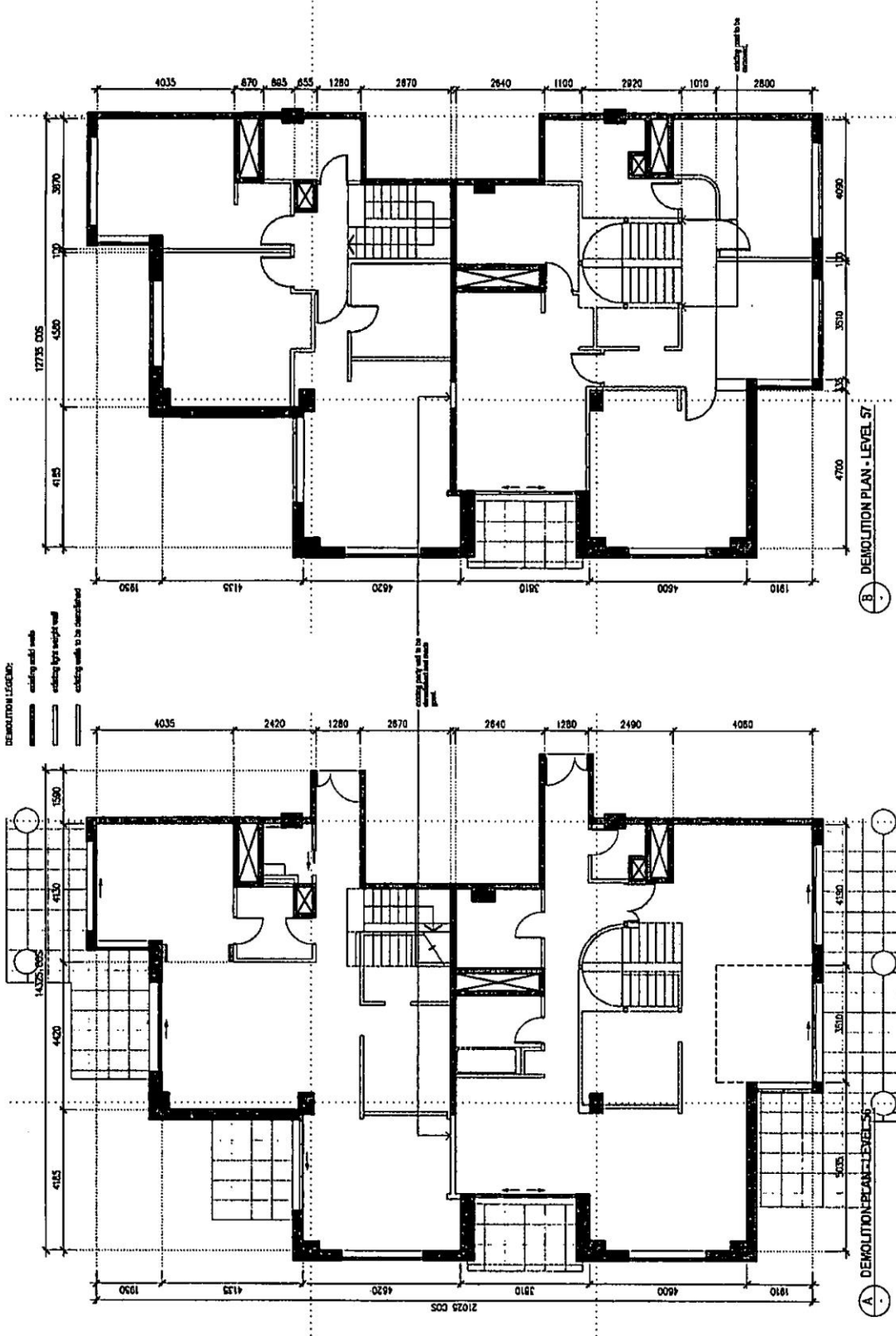
The owner(s) of Lot 273 and Lot 278 are jointly and severally liable for the Joint Works and obligations contained in this by-law.

### **3.9 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.

ANNEXURE T

10



**PROJECT INFORMATION**

Client	CS	Project	
Contract No.	AI	Phase	AI
Scale	AS	Drawn by	AS
Checked by	AS	Reviewed by	AS
Approved by	AS	Project Manager	AS
Issue No.	12/18	Issue Date	AS

**PROJECT DESCRIPTION**

1. The above project is a part of the existing building. It is to be demolished and replaced by a new building. The demolition work shall be carried out in accordance with the provisions of the relevant Acts and Regulations. The demolition work shall be carried out in accordance with the provisions of the relevant Acts and Regulations. The demolition work shall be carried out in accordance with the provisions of the relevant Acts and Regulations.

**GENERAL NOTES**

1. The above project is a part of the existing building. It is to be demolished and replaced by a new building. The demolition work shall be carried out in accordance with the provisions of the relevant Acts and Regulations. The demolition work shall be carried out in accordance with the provisions of the relevant Acts and Regulations. The demolition work shall be carried out in accordance with the provisions of the relevant Acts and Regulations.





## **Special by-law no. 16 – Exclusive use lot 275**

### **Exclusive Use**

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

### **Interpretation**

2. 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.

### **Definition**

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

(a) **Bond** means the bond being a bank guarantee in the amount of \$10,000.00 (inclusive of GST) made payable to the Owner Corporation;

(b) **Lots** means Lot 275 in Strata Plan 60341;

(c) **Work** means the works listed in the Schedule to this by-law; and

(d) **Owner** means the owner of the Lots.

### **Prior to the Works**

4. Prior to the commencement of the Works, the Owner must:

(a) obtain all necessary approvals from any relevant consent authority under the Environmental Planning and Assessment Act 1973 or any other relevant statutory authority whose requirements apply to the Works and provide a copy to the Owners Corporation;

(b) provide to the Owners Corporation all plans, drawings, specifications, structural diagrams and any other documents reasonably required by the Owners Corporation;

(c) provide the Owners Corporation's nominated representative with at least one opportunity to access and inspect the Lots;

(d) obtain contractors all risk insurance (including public liability insurance) in the sum of \$50,000,000.00, insurance required under the *Home Building Act 1989* (if applicable) and workers compensation insurance in relation to the carrying out of the Works and provided a copy to the Owners Corporation; and

(e) pay the Bond to the Owners Corporation, provided always that the Bond is refundable within thirty (30) days from the completion of Works less any costs incurred by the Owner's Corporation for or in connection with the carrying out of the Works or breach of this by-law.

### **Carrying out the Works**

5. The Work shall be:

(a) carried out by duly licensed contractors or tradespersons;

(b) done in a manner that exercises due care and skill in a proper workmanlike manner in compliance of the current Australian Building Codes and Standards;

(c) provide the Owners Corporation's nominated representative with the opportunity to access and inspect the Lots provided always that 48 hours warning is provided;

(d) in accordance with the plans, drawings, specifications, structural diagrams (if any) provided to the Owners Corporation;

(e) compliant 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.

(f) done in a manner that protects the building and all areas of the common property from damage by the Works and in relation to the transportation of construction materials, equipment and debris in a manner reasonably acceptable to the Owners Corporation;

(g) done in a manner that keeps all areas of the building and common property clean and tidy throughout the performance of the Works;

(h) performed at times approved by the Owners Corporation, being 8:30am to 5:30pm Monday to Friday or between 8:30am and 12 midday on Saturday or as otherwise directed;

(i) not done in a manner that creates unreasonable noise and done in a manner that causes minimum discomfort, disturbance or interference with activities of the occupiers of all the other lots in the strata scheme;

(j) done in manner that all debris resulting from the Works shall be removed from the building within a reasonable time; and

(k) be done in a manner that observes the requirements of the Owners Corporation arising under any by-laws and any relevant statutory authority concerning the performance of the Works.

### **Right to Remedy**

6. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation must advise the owner of that failure and, if such failure is not remedied by the Owner with 21 days, may:

(a) carry out all work necessary to remedy that failure;

(b) enter upon any part of the lot to carry out that work; and

(c) recover the costs of carrying out that work from the owner.

### **Ongoing Obligations**

7. The ongoing obligations of the Owner are:

(a) at all times and from time to time properly maintain and keep the area to which the Works have been effected, created or attached in a state of good and serviceable repair;

(b) to properly maintain and keep the works in a state of good and serviceable repair and as reasonably required must replace the works from time to time to preserve the integrity of the building;

(c) be liable for any damage caused to any part of the building or common property as a result of the works to the common property and will make good that damage at the Owner's expense within a reasonable period after the Owner is advised that the damage has occurred;

(d) comply with all directions, orders and requires of any relevant statutory authority concerning the performance and continued use of the Works.

**Cost of works**

8. The Works must be undertaken at the cost of the Owner and the Owners Corporation's reasonable cost and fees (including legal fees) associated with the preparation and registration of this by-law must also be met by the Owner.

**Obligations of the Owners Corporations**

9. Subject to the obligations of the Owners under this by-law, the Owners Corporation must do all things necessary to execute any application forms or documents required.

**Schedule**

See attached plans and specifications















# COLLICK RESIDENCE

5605/ 393 PITT STREET, SYDNEY

## DRAWING LIST


DWG NO.	TITLE	SCALE
COL - 100	COVER PAGE	N/A
COL - 101	EXISTING FLOOR PLAN - GROUND	1:50
COL - 102	EXISTING FLOOR PLAN - LEVEL 1	1:50
COL - 103	DEMOLITION FLOOR PLAN - GROUND	1:50
COL - 104	DEMOLITION FLOOR PLAN - LEVEL 1	1:50
COL - 105	PROPOSED FLOOR PLAN - GROUND	1:50
COL - 106	PROPOSED FLOOR PLAN - LEVEL 1	1:50
COL - 107	PROPOSED REFLECTED CEILING PLAN - GROUND	1:50
COL - 108	PROPOSED REFLECTED CEILING PLAN - LEVEL 1	1:50

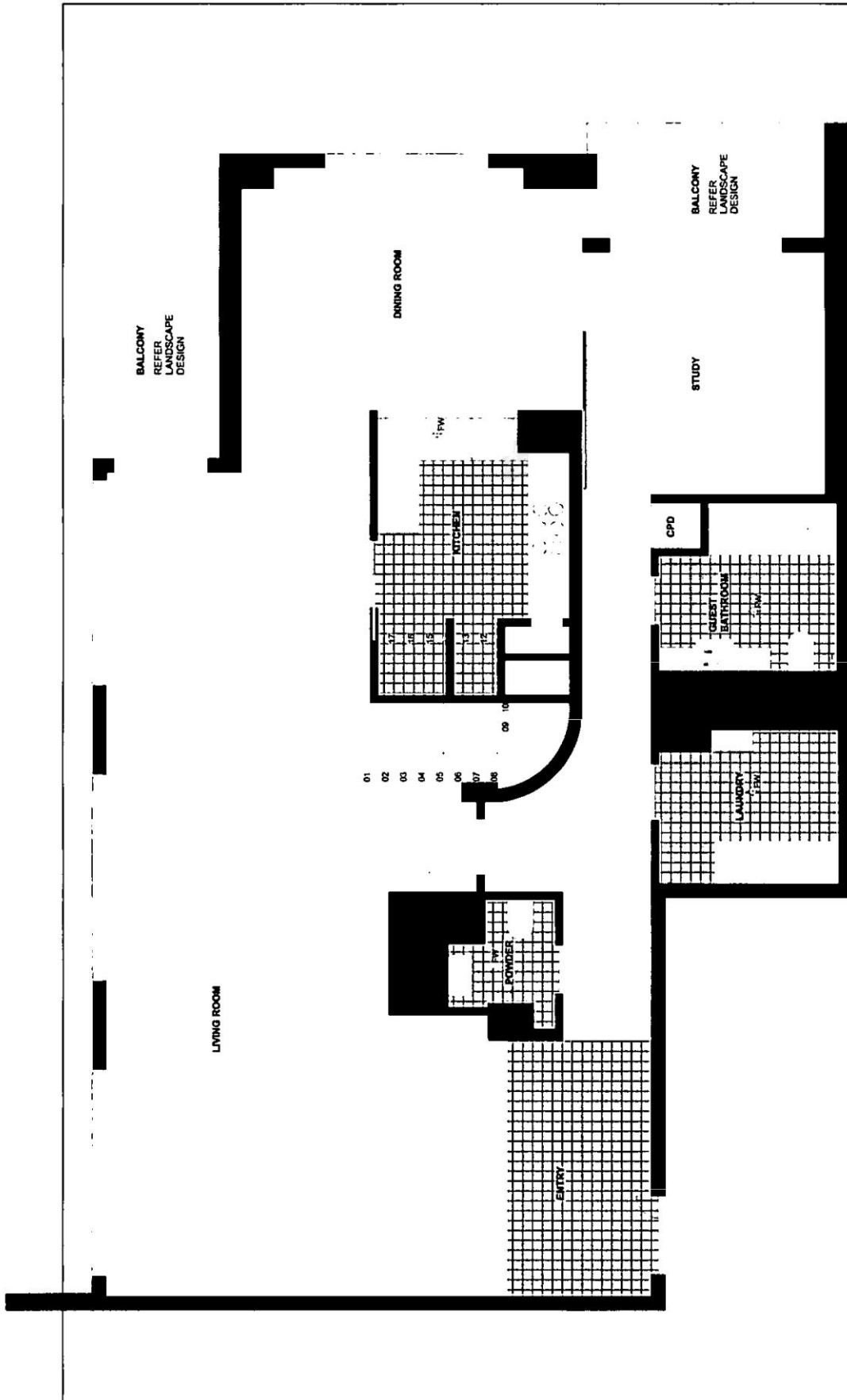
## LEGEND

	EXISTING WALLS
	DEMOLISH WALLS
	DEMOLISH JOINERY
	NEW LIGHTWEIGHT WALLS
	EXISTING JOINERY
	NEW JOINERY
	NEW ENGINEERED TIMBER FLOORING WITH REGUPOL INSULATION
	EXISTING CARPET FLOORING
	NEW CARPET FLOORING
	EXISTING BULKHEAD
	NEW BULKHEAD
	EXISTING TILES
	NEW TILES
	NEW EXTERNAL SLIDING DOOR

## ATTACHED DOCUMENTS

- 1/ SCHEDULE OF WORKS
- 2/ NOMINATED BUILDER INSURANCE DETAILS

		HABE + KLEIN INTERIOR DESIGN 1/91 ROYAL STREET WOODLORCHWOOD NOV 2013 T +61 2 9348 1334 www.habeklein.com.au	
NOTES		PROJECT TITLE	COLLICK COVER PAGE
		SCALE	NTS
		DATE ISSUED	07.04.2015
		DWG NO	COL - 100
		DATE REV	
		REV	A
		DIMENSIONS TO BE CHECKED ON SITE SUBJECT TO COPYRIGHT	
		BODY CORPORATE SUBMISSION	



PROJECT	COLLICK	DATE	REV	DESCRIPTION
TITLE	EXISTING GROUND LEVEL FLOOR PLAN			
SCALE	1:50 @ A3			
DATE ISSUED	07.04.2015			
ISSUE NO	COL - 101		A	

Drawings to be checked on site

DATE: 07.04.2015

BY: COL - 101

REVISION: A

PROJECT: COLLICK

TITLE: EXISTING GROUND LEVEL FLOOR PLAN

SCALE: 1:50 @ A3

DATE ISSUED: 07.04.2015

ISSUE NO: COL - 101

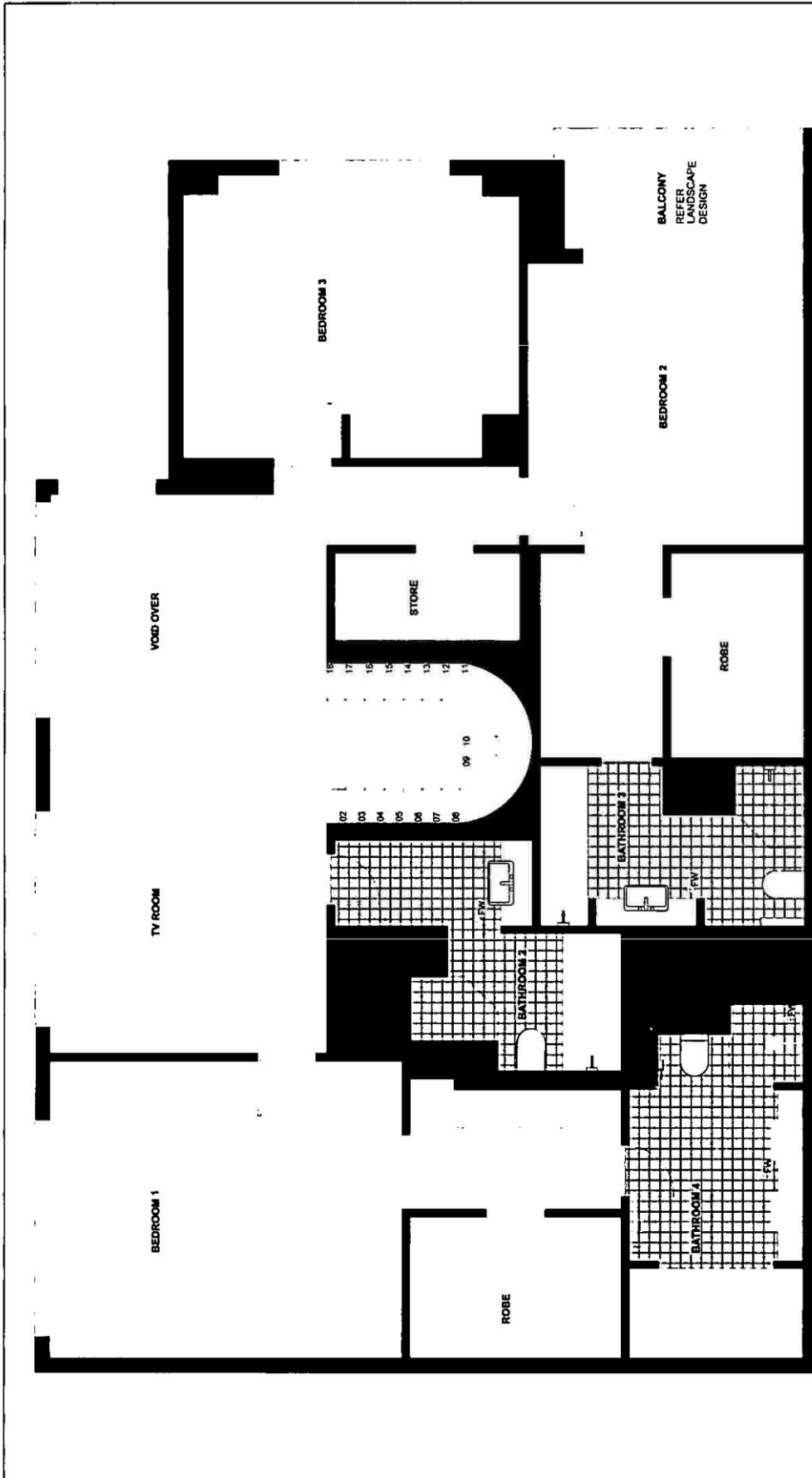
REVISION: A

Drawings to be checked on site

NOTES: READ IN CONJUNCTION WITH 000-COVER PAGE NOTES



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 1/91 BOURLE STREET WOODLODGE NSW 2011  
 T: 61 2 9588 1114  
 www.hareandklein.com.au



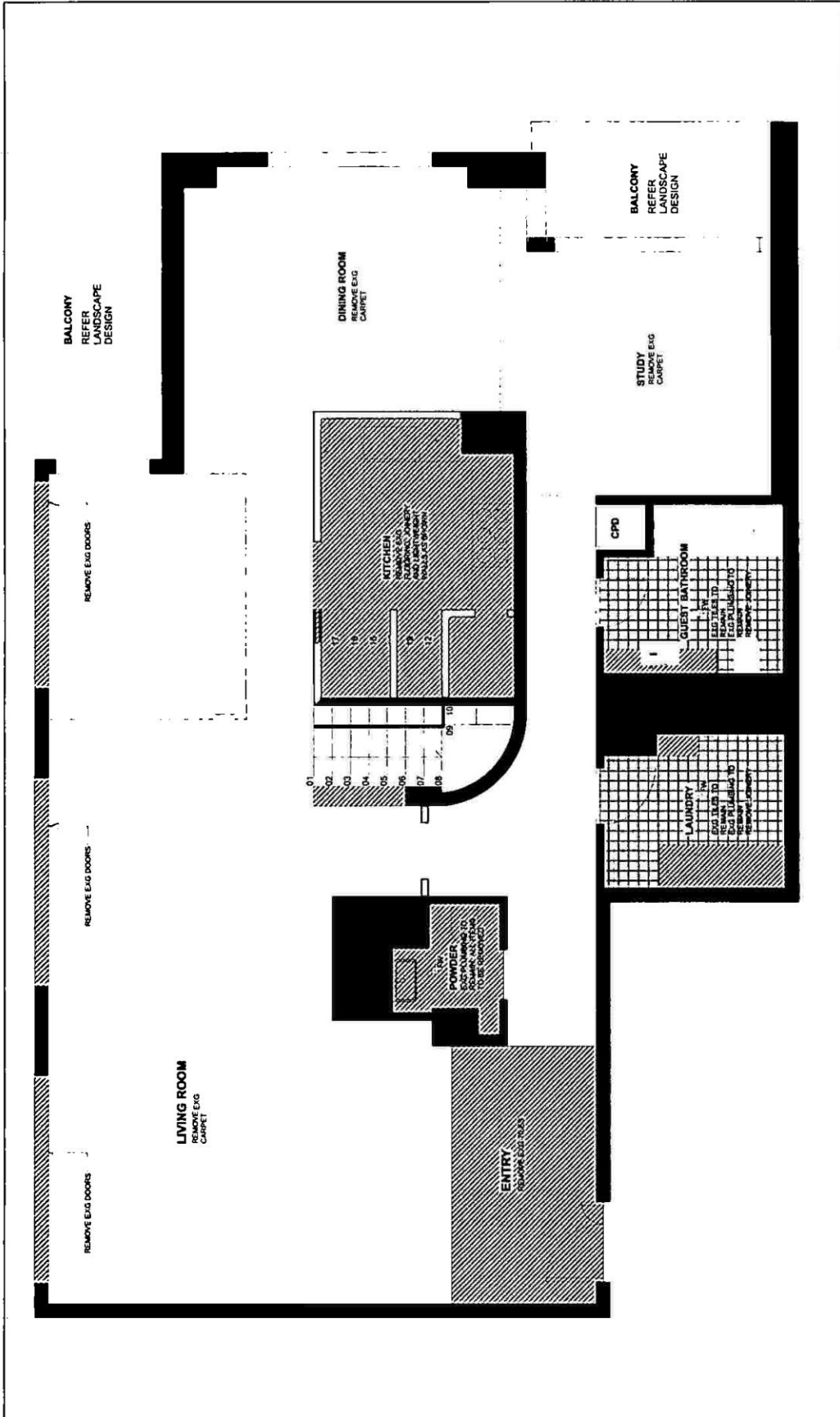
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SCALE	1:50 @ A3			
DRAWN BY	07.04.2015			
CHECKED BY	COL - 102			
DRAWINGS TO BE CHECKED ON SITE				

NOTES READ IN CONJUNCTION WITH 000-COVER PAGE NOTES



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PROJECT	COLLICK	DATE	REV	DESCRIPTION
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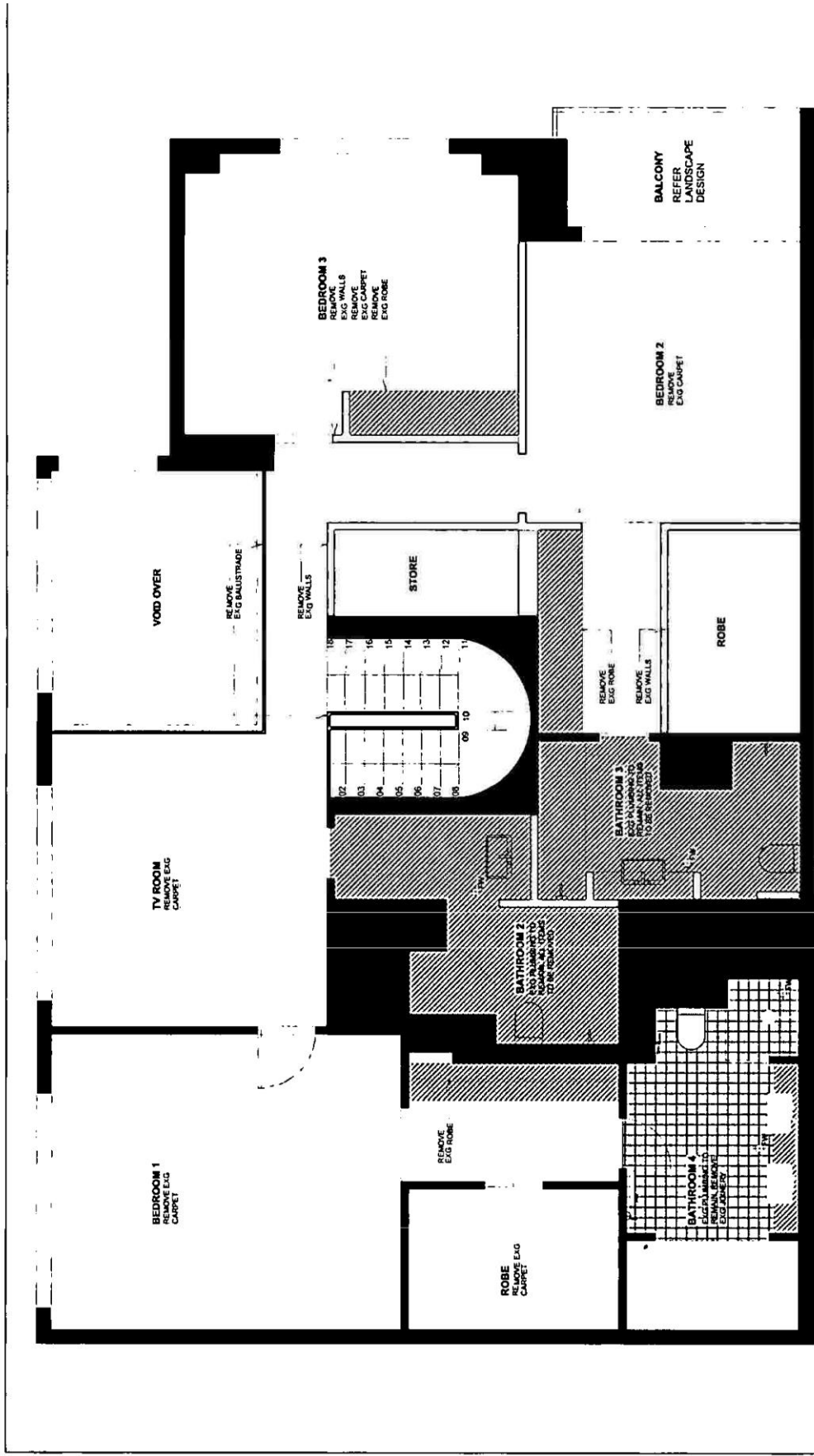
DATE WORKS TO BE CHECKED ON SITE

**RODNY CORPORATE SURMISSION**

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177 WEST 14TH STREET WILLOWDALE, ONTARIO M2H 1B1  
7-416-333-8424  
www.hareklein.com

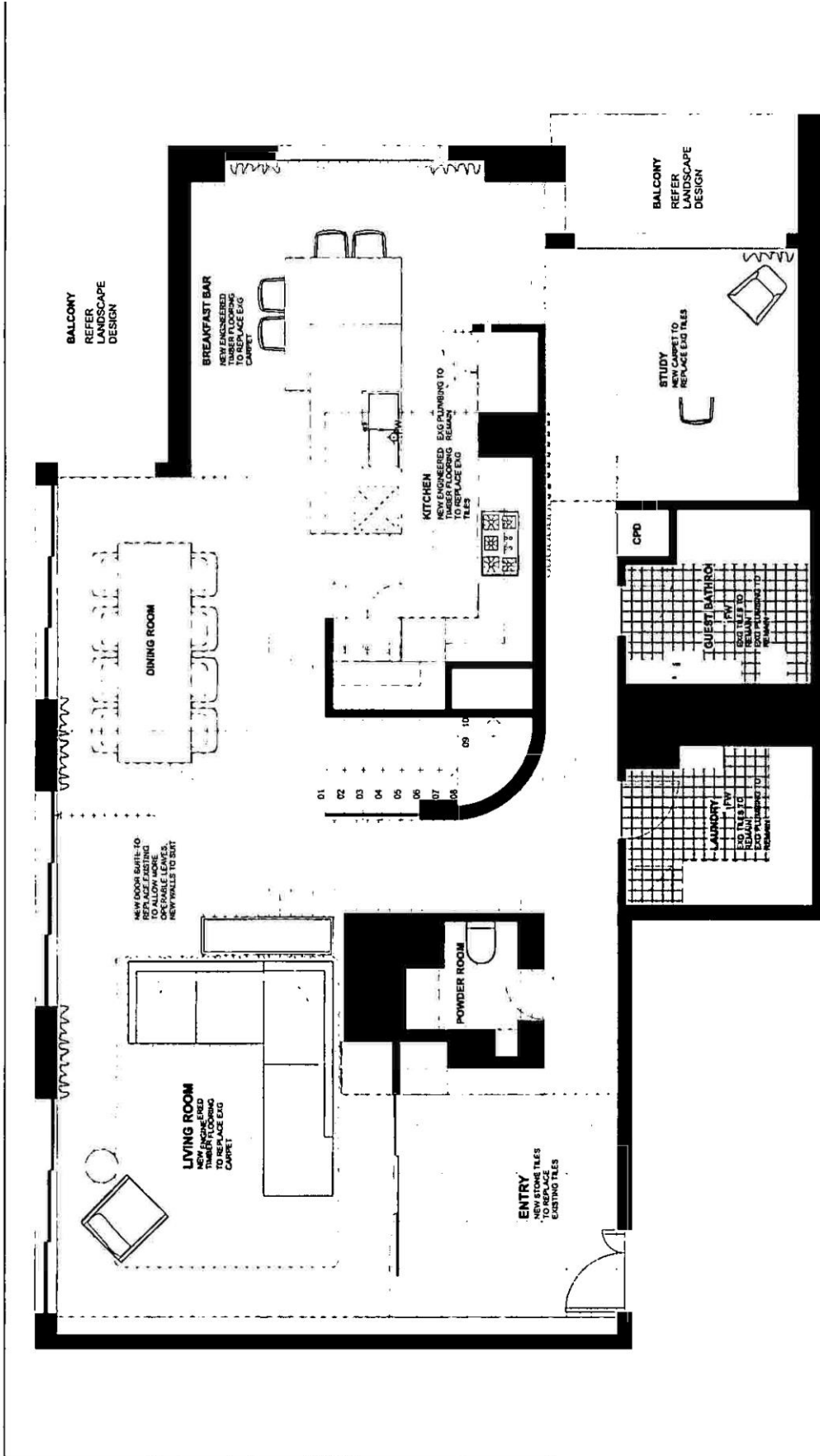


PROJECT		COLLICK	
TITLE	DEMOLITION PLAN LEVEL 1	DATE	
SCALE	1:5000 A3	DATE REVISION	
DATE ISSUED	07/04/2015	DRIVER NO	A
DRIVER NO	COL - 104		
DRAWINGS TO BE CHECKED ON SITE		BODY CORPORATE SUBMISSION	
SUBJECT TO COPYRIGHT			

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 1201 BOURNE STREET WOODLORCHWOOD VIC 3011  
 T +61 3 9316 1234 www.harek.com.au



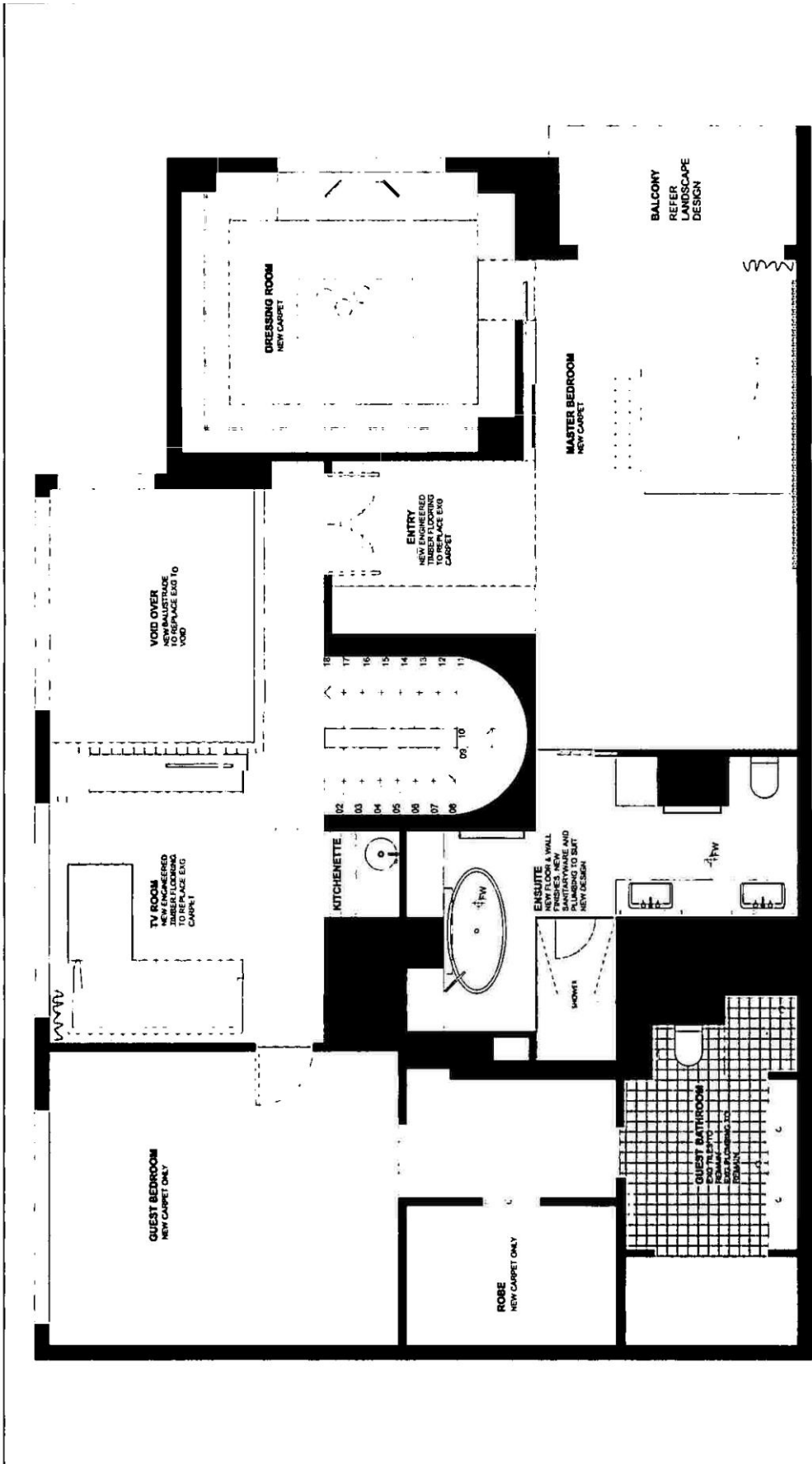
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TITLE	PROPOSED GROUND FLOOR PLAN			
SCALE	1:500 @ A3			
DATE ISSUED	07/04/2015			
DRAWING NO	<b>COL - 105</b>		A	

DATE/NOONS TO BE CHECKED ON SITE  
For further information, please contact:

NOTES READ IN CONJUNCTION WITH COL-000 COVER PAGE NOTES

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 1/11 MOULDER STREET WOODLOROCKWOOD NSW 2011  
 T +61 2 9358 3334 www.hareklein.com.au

**BODY CORPORATE SUBMISSION**



PROJECT	COLLICK	DATE	REVISION
TITLE	PROPOSED LEVEL 1 FLOOR PLAN		
SCALE	1:500 @ A3		
DATE ISSUED	07.04.2015		
DRAWING NO	COL - 106		A

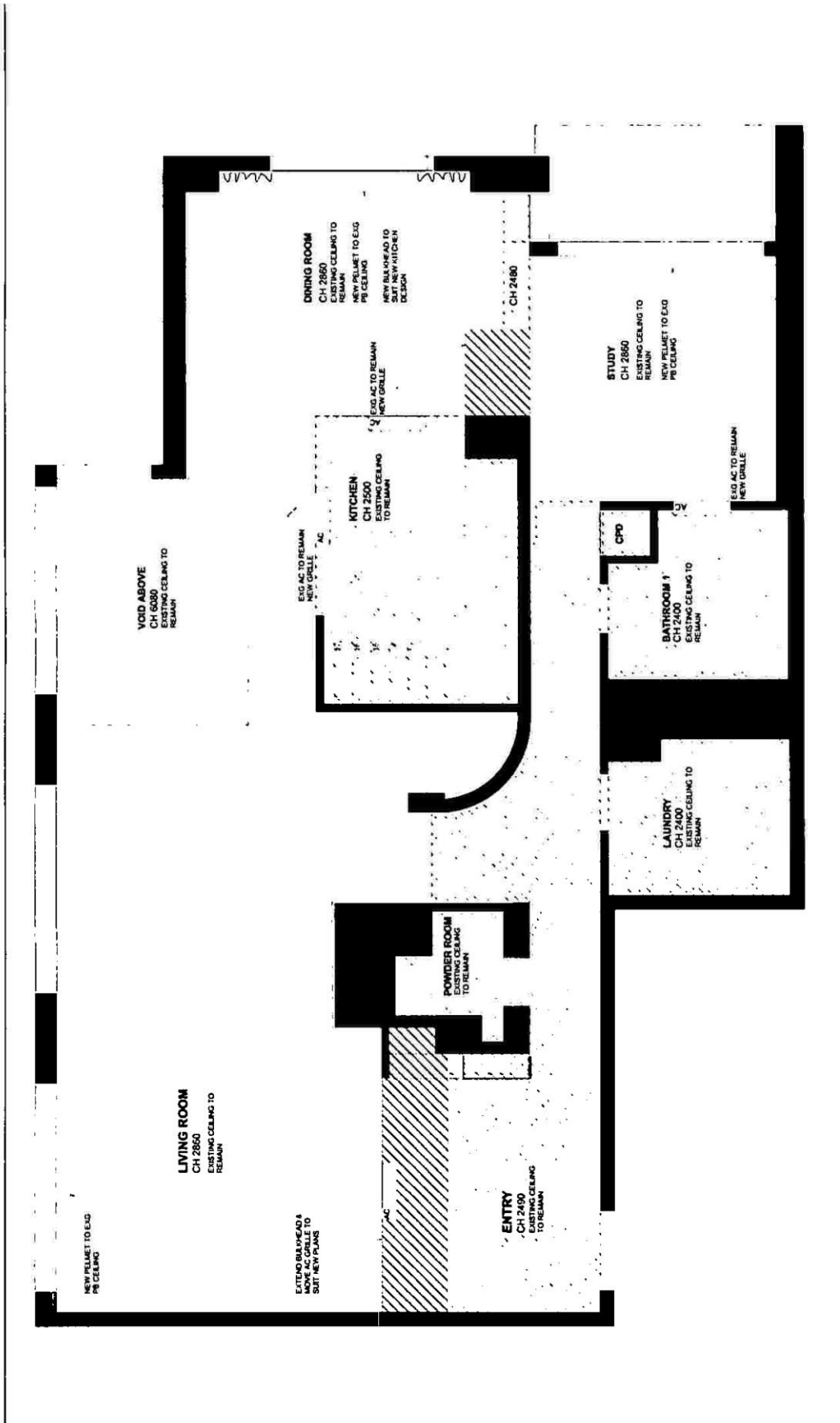
DIMENSIONS TO BE CHECKED ON SITE

RYAN COOPER DATE SUBMISSION

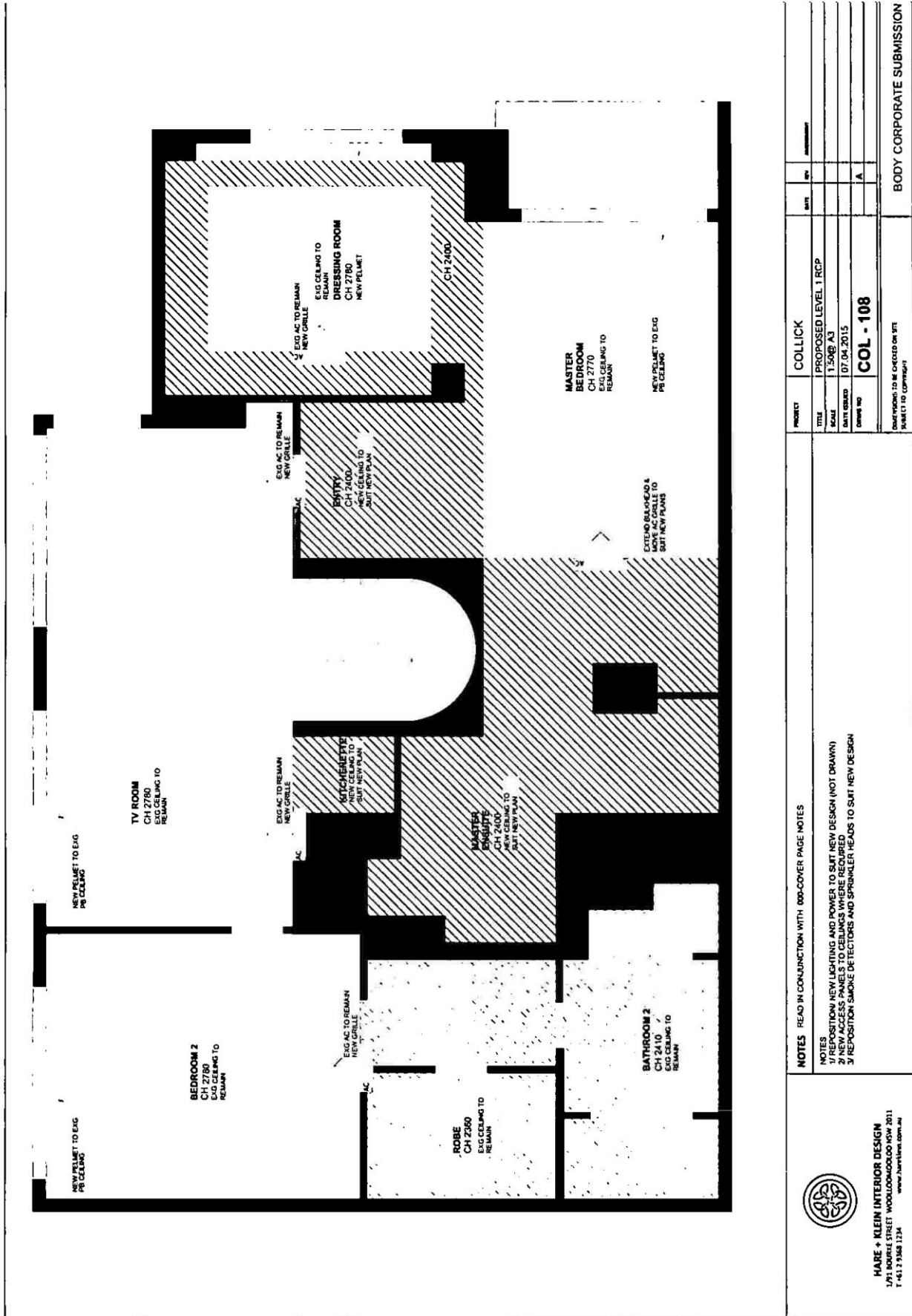
NOTES READ IN CONJUNCTION WITH COL-000 COVER PAGE NOTES



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 1/91 BOURKE STREET WOODLOO QLD NSW 2011  
 T: 61 7 4244 1174  
www.hareandklein.com.au



PROJECT		COLLICK	
TITLE	PROPOSED GROUND LEVEL RCP	DATE	REV.
SCALE	1:50 @ A3		
DATE ISSUED	10.04.2015		
DRAWING NO	<b>COL - 107</b>		
<p><b>NOTES</b> READ IN CONJUNCTION WITH 000-COVER PAGE NOTES</p> <p>1/ REPOSITION NEW LIGHTING AND POWER TO SUIT NEW DESIGN (NOT DRAWN)</p> <p>2/ REPOSITION SMOKE DETECTORS AND SPRINKLER HEADS TO SUIT NEW DESIGN</p>			
<p><b>MARE &amp; KLEIN INTERIOR DESIGN</b> 1811 6 STREET WOODBOROUGH VIC 3011 T 041 2 9384 1234 <a href="http://www.marekinteriordesign.com.au">www.marekinteriordesign.com.au</a></p>		<p>DATEPLOTS TO BE CHECKED ON SITE SUBJECT TO COPYRIGHT</p>	
<b>BODY CORPORATE SUBMISSION</b>			



PROJECT	COLLICK	DATE	REV.	DESCRIPTION
TITLE	PROPOSED LEVEL 1 RCP			
SCALE	1:5000 A3			
DRAWN BY	107.04.2015			
CHECKED BY				
DATE				
PROJECT NO	<b>COL - 108</b>			

**NOTES** READ IN CONJUNCTION WITH DD-COVER PAGE NOTES

NOTES  
 1/ REPOSITION NEW LIGHTING AND POWER TO SUIT NEW DESIGN (NOT DRAWN)  
 2/ NEW ACCESS PANELS TO CEILING WHERE REQUIRED  
 3/ REPOSITION SMOKE DETECTORS AND SPRINKLER HEADS TO SUIT NEW DESIGN

  
**HARE & KLEIN INTERIOR DESIGN**  
 1251 BOWLE STREET WOODLODGE NSW 2011  
 T +61 2 9588 1234  
[www.hare-klein.com.au](http://www.hare-klein.com.au)

DATE: 10/04/2015  
 DRAWN BY: COL - 108  
 CHECKED BY: A  
 PROJECT NO: COL - 108

MASTER BEDROOM  
 CH 2770  
 E.G. CEILING TO REMAIN  
 NEW PELMET TO E.G. PB CEILING

ENTRY  
 CH 2400  
 E.G. CEILING TO REMAIN  
 NEW PELMET TO E.G. PB CEILING

MASTER ENCLIQUE  
 CH 2400  
 E.G. CEILING TO REMAIN  
 NEW PELMET TO E.G. PB CEILING

BATHROOM 2  
 CH 2410  
 E.G. CEILING TO REMAIN  
 NEW PELMET TO E.G. PB CEILING

BODY CORPORATE SUBMISSION  
 SUBJECT TO COMMENT



Hordern Towers SP60341  
 393 Pitt Street  
 SYDNEY NSW 2000

Phone: 92611800  
 Facsimile: 9264 1211  
 E-mail: [bm@horderntowers.com.au](mailto:bm@horderntowers.com.au)

**Application for Building Works Under Special By-Law No. 29**

To whom it may concern,

I have read and understood the special By-Law, which covers the fitting or carrying out of Building Works within my lot. I hereby acknowledge my obligations under this By-Law.

I submit an application to carry out the works specified below under Special By-Law No. 29. The details are contained below to support this application.

Date of Planned Building Works:	April 2015
<b>Details of Building Works:</b> Type, size, quality, manufacturer, style, colour, shape, composition etc.	see attached
Proposed location of Building Works:	unit 5605, 393 pitt st
Any other item/detail reasonably required by the Executive Committee:	see attached
Supplier:	
<b>Installer / Builder details:</b> Builders License; Insurance etc.  (Please attach copies)	Horizon Habitats  * 5021 BC

Hordern Towers SP60341 Owners Corporation C/o: 393 Pitt St, SYDNEY NSW 2000



Hordern Towers SP60341  
393 Pitt Street  
SYDNEY NSW 2000

Phone: 9261 1800  
Facsimile: 92641211  
E-mail: [bm@horderntowers.com.au](mailto:bm@horderntowers.com.au)

Sketch of Plan (location)



Unit: 5605

UnitHolder: Anthony Collick

Unit Holder's Signature: .....

Date: .....

\*Please ensure that thirty (30) days notice is given.

Hordern Towers SP60341 Owners Corporation C/o: 393 Pitt St. SYDNEY NSW 2000



**Inspection Report**

<b>Client</b> Horizon Habitats	<b>Report Number</b> C15.290
<b>Contact</b> Sam Bassin	<b>Report Date</b> 24 August 2015
<b>Order Number</b>	<b>Inspection Date</b> April 2015

**Project Location:** 2015003 – 5605/393 Pitt Street Sydney

**Scope of Work**

We have been engaged to undertake a concrete survey at 393 Pitt Street Sydney on behalf of Horizon Habitats.  
 The scope of work was to locate obstructions for the proposed core drilling work in nominated areas as directed.

The inspection consisted of using high frequency impulse radar methods and electronic detection techniques to locate the targets before marking out the indications in the areas nominated.

- Page 2 - Areas inspected & Results
- Page 3 - Additional Recommendations & Limitations

Jamie Hammond  
 Managing Director



**RESULTS**

393 Pitt Street Sydney

**Findings:** High frequency impulse radar (HFIR – 1.6GHz antenna) methods were used to survey the area to identify the structural reinforcement and any other evident obstructions in the proposed work area, including post tension cable ducts and electrical services.

These indications were marked on the surface as directed.

*Due to the complicated nature of the survey, not all services or obstructions may have been located. All due care must be taken in regards to services or obstructions that may be situated in the slab but cannot be visibly identified or adequately traced in the work areas as well as services attached to the underside of the work areas.*

All areas of concern were discussed with the onsite representatives at the time of the survey.



## RESULTS

### Recommendations and Additional Findings –

- **For core holes:** It is recommended that further verification is carried out by means of drilling 6 - 8 equally spaced pilot holes (8mm-10mm) around the perimeter of each proposed core hole location before core drilling. Full care should be taken when core drilling.
- **For cutting:** It is recommended that the perimeter of all cuts (full depth) be physically verified before concrete sawing is commenced.

**Caution:** Stop drilling or cutting if any hard material or a possible structural or service component is hit. The area may need to be re-inspected before core drilling commences.

- **The outside edge of all core holes or cuts should be kept a minimum distance of 150mm for all marked indications.** Care should also be taken in regards to services on the underside of the work areas.
- Because of the complicated nature of the inspection, and that not all structural or service plans were available, we cannot guarantee that all services or structures have been located. Interference may also be encountered from services on the underside of the work areas during the electronic detection survey.
- **Isolation procedures should be performed where possible before any drilling or cutting commences.**
- No "As Constructed" plans of services were available at the time of inspection, including
  - Power and Hydraulic services
  - Structural
  - Communications

### **Limitations/Disclaimer**

*The success of the GPR and Electronic Detection Survey is dependent on many factors, and thus should be used as a Risk Management Strategy. Ground penetrating radar is considered the best technique for producing detailed sub-surface images, but is still interpretive and care should be taken when interpreting marked areas.*

*Areas marked out should be verified before any work commences. **"Electronic equipment can be wrong". All due care should be taken.***

*Areas were nominated for inspection by the site representative and work carried out as per the scope of work given. We cannot guarantee to find 'all' targets and can take no responsibility for any targets or structures that were or not able to be located, consequential losses or decisions made from these findings.*



26<sup>th</sup> August 2015

Mr Collick  
c/- Horizon Habitats Pty Limited  
PO Box 626  
ROSE BAY NSW 2029

**Attention: Oren Cohen**

**CORE HOLE CERTIFICATION**

**Project Description: Alterations and Additions**

**Site Address: 5605 / 393 Pitt Street, Sydney**

---

We, Partridge Structural Pty Limited, being Professional Structural Engineers, within the meaning of the National Construction Code, hereby certify that the core drilling of a 125mm diameter core hole to the existing post tensioned slab for the new toilet location will not affect the structural integrity of the building.

See attached document for coring procedure.



**Nicholas Joannides**  
BE(Hons1) MEngSc FIEAust CPEng  
NPER(Structural) RPEQ  
Director

For and on behalf of:  
**Partridge Structural Pty Ltd**

Level 5, 1 Chandos Street, St Leonards NSW 2065 Australia  
t 612 9460 9000 f 612 9460 9090 e partridge@partridge.com.au  
[www.partridge.com.au](http://www.partridge.com.au)

Partridge Structural Pty Ltd - 73 002 451 925  
Partridge Event Pty Ltd - 50 139 601 433  
Partridge Remedial Pty Ltd - 89 145 990 521

2015S0468.005-mclg



**SUITE 5605  
393 PITT STREET, SYDNEY**

**PROCEDURE FOR CORING THROUGH POST-TENSIONED SLABS**

The following procedure is to be followed by the builder when carrying out any coring through post-tensioned concrete slabs:

1. Confirmation of the location of the core(s) is to be given in writing by Partridge Partners prior to coring.
2. Builder is to locate, if possible, staple lines on the underside of the slab, which locate support chairs along the lines of the post-tensioning ducts.
3. Builder is to inspect the post tensioning drawing to confirm for himself the layout of the ducts and any additional slab reinforcement.
4. Locate final position of core hole a minimum of 250mm away from ducts positions.
5. Drill a minimum of two 12mm diameter pilot holes at edges of proposed penetration using a percussion drill. If duct or reinforcement is struck by pilot holes, relocate penetration.  
**ON NO ACCOUNT SHOULD POST - TENSIONING DUCTS BE CUT WHEN CORING.**
6. When two pilot holes have been successfully drilled, coring can be carried out. Ensure area beneath the core hole has been cordoned off and provided with warning/safety signs.

**Note: Minimum core sample size = 75mm diameter**

27<sup>th</sup> July 2015

Mr Collick  
c/- Horizon Habitats Pty Limited  
PO Box 626  
ROSE BAY NSW 2029

**Attention: Oren Cohen**

**STRUCTURAL DESIGN CERTIFICATE  
FOR REMOVAL OF EXISTING WALLS**

**Project Description: Proposed Alterations and Additions**

**Site Address: Suite 5605 / 393 Pitt Street, Sydney**

---

We, Partridge Structural Pty Limited, being professional Structural Engineers within the meaning of the National Construction Code, hereby certify that we have inspected the above building and the structure is concrete framed with load bearing columns. We certify that the walls proposed to be removed are not load bearing and their removal will not affect the building structural integrity.

Architectural drawings prepared by: Hare & Klein Interior Design – Nos COL 103, 104, 106, 107 and 108.

This certificate shall not be construed as relieving any other party of their responsibilities, liabilities or contractual obligations.



**Nicholas Joannides**  
BE(Hons1) MEngSc FIEAust CPEng  
NPER(Structural) RPEQ  
Director

For and on Behalf of:  
Partridge Structural Pty Ltd

Level 5, 1 On nicos Street, St Leonards NSW 2065 Australia  
t 612 9460 9000 f 612 9460 9090 e partridge@partridge.com.au  
[www.partridge.com.au](http://www.partridge.com.au)

Partridge Structural Pty Ltd - 73 002 451 925  
Partridge Event Pty Ltd - 50 139 601 433  
Partridge Remedial Pty Ltd - 89 145 990 521

2015S0468.002-mcl/g





MECON Winsure Insurance Group  
A.B.N 29 059 310 904  
AFSL 253106

www.meconwinsure.com.au

27 June 2014

AP-106679-Q

## CERTIFICATE OF CURRENCY

Dear Sir/Madam

This is to certify that the undementioned policy is current to the due date shown below.

**Type of Insurance:** Annual Construction  
**Insured Name:** Horizon Habitats Pty Ltd  
**Current Period of Insurance:** 30 June 2014 to 30 June 2015

**Business Details:** Building Residential & Commercial: New Construction and Structural Alterations/Additions

**Situation Covered:** Within Australia but not north of 25th parallel south

### Section 1 - Material Damage

1.02 Maximum Project Value	\$7,500,000 E.E.E.
1.03 Principal Supplied Materials	\$200,000 E.E.E.
1.04 Existing Structures- First Loss Limit	\$250,000 E.E.E.
1.05 Contractors Plant	
Hand Tools	\$50,000 E.E.E.
any one Tool - \$5,000E.E.E.	
Scaffolding, Formwork and Site Sheds	\$50,000 E.E.E.
Contractors Plant	\$50,000 E.E.E.
any one Plant Item- \$10,000E.E.E.	
1.06 Variations and Escalation	\$1,540,000 E.E.E.
1.07 Removal of Debris	\$810,000 E.E.E.
1.08 Professional Fees	\$770,000 E.E.E.
1.09 Expediting Costs	\$750,000 E.E.E.
1.10 Mitigation Costs	\$750,000 E.E.E.

Note: E.E.E. means each and every event

### Section 2 - Public Liability

6.01 Public Liability	\$20,000,000 E.E.O.
Sub Limits	
6.02 Products Liability	\$20,000,000 A.O.P.I.
6.03 Vibration Weakening or the Removal of Support	\$20,000,000 A.O.P.I.
6.04 Property in Care, Custody and Control	\$250,000 A.O.P.I.

### INSURER

### PERCENT

Great Lakes Australia, ABN 18964580576, AFSL 318603	100.00%
Simon Marr	
Underwriter	

SYDNEY  
PO Box R1789  
Royal Exchange NSW 1225

MELBOURNE  
PO Box 8226 Monash University  
LPO Clayton VIC 3800

BRISBANE  
PO Box 6037  
Upper Mt Gravatt QLD 4122

PERTH  
Level 1, 45 Ventnor Ave  
West Perth WA 6005

Tel: (02) 9252 1040  
Fax: (02) 9252 1050

Tel: (03) 8562 9180  
Fax: (03) 8562 9181

Tel: (07) 3146 0100  
Fax: (07) 3114 0445

Tel: (08) 9322 4529  
Fax: (08) 9389 4400

AP-106679-Q

Page 1

## **Special by-law no. 17 – Exclusive use lot 275**

### **Exclusive Use**

1. Notwithstanding anything contained in any by-law application to the strata scheme, the Owner has the exclusive use and enjoyment of those parts of the common property occupied by the Works (at the Owners cost and to remain the Owner's fixtures and property) and the special privilege to carry out the Works subject to the terms and conditions contained in this by-law.

### **Interpretation**

2. 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.

### **Definition**

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

- (a) Bond means the bond being a bank guarantee in the amount of \$10,000.00 (inclusive of GST) made payable to the Owner Corporation;
- (b) Lots means Lot 275 in Strata Plan 60341;
- (c) Work means the works listed in the Schedule to this by-law; and
- (d) Owner means the owner of the Lots.

### **Prior to the Works**

4. Prior to the commencement of the Works, the Owner must:

- (a) obtain all necessary approvals from any relevant consent authority under the Environmental Planning and Assessment Act I 973 or any other relevant statutory authority whose requirements apply to the Works and provide a copy to the Owners Corporation;
- (b) provide to the Owners Corporation all plans, drawings, specifications, structural diagrams and any other documents reasonably required by the Owners Corporation;
- (c) provide the Owners Corporation's nominated representative with at least one opportunity to access and inspect the Lots;
- (d) obtain contractors all risk insurance (including public liability insurance) in the sum of \$50,000,000.00, insurance required under the Home Building Act 1989 (if applicable) and workers compensation insurance in relation to the carrying out of the Works and provided a copy to the Owners Corporation; and
- (e) pay the Bond to the Owners Corporation, provided always that the Bond is refundable within thirty (30) days from the completion of Works less any costs incurred by the Owner's Corporation for or in connection with the carrying out of the Works or breach of this by-law.

### **Carrying out the Works**

5. The Work shall be:

- (a) carried out by duly licensed contractors or tradespersons;
- (b) done in a manner that exercises due care and skill in a proper workmanlike manner in compliance of the current Australian Building Codes and Standards;



(c) provide the Owners Corporation's nominated representative with the opportunity to access and inspect the Lots provided always that 48 hours warning is provided;

(d) in accordance with the plans, drawings, specifications, structural diagrams (if any) provided to the Owners Corporation;

(e) compliant 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.

(f) done in a manner that protects the building and all areas of the common property from damage by the Works and in relation to the transportation of construction materials, equipment and debris in a manner reasonably acceptable to the Owners Corporation;

(g) done in a manner that keeps all areas of the building and common property clean and tidy throughout the performance of the Works;

(h) performed at times approved by the Owners Corporation, being 8:30am to 5:30pm Monday to Friday or between 8:30am and 12 midday on Saturday or as otherwise directed;

(i) not done in a manner that creates unreasonable noise and done in a manner that causes minimum discomfort, disturbance or interference with activities of the occupiers of all the other lots in the strata scheme;

(j) done in manner that all debris resulting from the Works shall be removed from the building within a reasonable time; and

(k) be done in a manner that observes the requirements of the Owners Corporation arising under any by-laws and any relevant statutory authority concerning the performance of the Works.

### **Right to Remedy**

6. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation must advise the owner of that failure and, if such failure is not remedied by the Owner with 21 days, may:

(a) carry out all work necessary to remedy that failure;

(b) enter upon any part of the lot to carry out that work; and

(c) recover the costs of carrying out that work from the owner.

### **Ongoing Obligations**

7. The ongoing obligations of the Owner are:

(a) at all times and from time to time properly maintain and keep the area to which the Works have been effected, created or attached in a state of good and serviceable repair;

(b) to properly maintain and keep the works in a state of good and serviceable repair and as reasonably required must replace the works from time to time to preserve the integrity of the building;

(c) be liable for any damage caused to any part of the building or common property as a result of the works to the common property and will make good that damage at the Owner's expense within a reasonable period after the Owner is advised that the damage has occurred;

(d) comply with all directions, orders and requires of any relevant statutory authority concerning the performance and continued use of the Works.

**Cost of works**

8. The Works must be undertaken at the cost of the Owner and the Owners Corporation's reasonable cost and fees (including legal fees) associated with the preparation and registration of this by-law must also be met by the Owner.

**Obligations of the Owners Corporations**

9. Subject to the obligations of the Owners under this by-law, the Owners Corporation must do all things necessary to execute any application forms or documents required.

### **Schedule**

- Supply and install new paving (paver size TBC) on Versipave pedestals to all balconies per the attached plans.
- Installation of 2 power points and water point on the main balcony.
- Installation of water feature on the main balcony as shown on the attached drawings.
- Installation of vertical planter wall on the main balcony as shown on the attached drawings.
- Installation of new planter boxes and plants on all balconies as shown on the attached drawings.

# **STRUCTURAL CONDITION SURVEY (DILAPIDATION REPORT)**

**ON**

**UNIT 5506  
393 PITT STREET, SYDNEY**

PREPARED PRIOR TO WORK COMMENCING AT

**UNIT 5605  
393 PITT STREET, SYDNEY**

Dated: 17 September 2015

Prepared for: Horizon Habitats Pty Limited

Level 5, 1 Chandos Street, St Leonards NSW 2065 Australia  
t 612 94609000 f 612 94609090 e partridge@partridge.com.au  
www.partridge.com.au  
Partridge Structural Pty Ltd - 73 002 451 925  
Partridge Event Pty Ltd - 50 139 601 433  
Partridge Remedial Pty Ltd - 89 145 990 521

2015S0468.007-ee-Unit 5506-Dilapidation Report  
Page 1 of 9



**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Unit 5506, 393 Pitt Street, SYDNEY

17 September 2015

**CONTENTS**

- 1.0 INTRODUCTION**
- 2.0 GENERAL**
- 3.0 THE INSPECTION**
- 4.0 CONCLUSION**

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**APPENDICES**

- APPENDIX A**
  - PHOTOGRAPHS
- APPENDIX B**
  - ELEVATION SKETCHES
- APPENDIX C**
  - GENERAL CONDITIONS OF THIS REPORT

2015S0468.007-eo-Unit 5506-Dilapidation Report  
Page 2 of 9

**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Unit 5506, 393 Pitt Street, SYDNEY

17 September 2015

## **1.0 INTRODUCTION**

Horizon Habitats Pty Limited, acting on behalf of the owner of Apartment 5605 / 393 Pitt Street, Sydney have commissioned Partridge Structural Pty Limited to carry out a site inspection of Apartment 5506 / 393 Pitt Street, Sydney and to prepare a dilapidation report prior to any construction work commencing on the proposed development above.

The purpose of the inspection and report is to document and record any existing structural defects (such as cracks in walls or concrete slabs or evidence of settlement).

An electronic copy of this report will be sent to Horizon Habitats for distribution to the necessary parties.

## **2.0 GENERAL**

The visual inspection was carried out by Mr Emile Ortega, Project Manager at Partridge Remedial Pty Limited and took place on 3 September 2015.

A written description of any visible defect or fault was recorded and, where practical, was photographed or sketched as appropriate. The photographs and sketches are presented in Appendices A and B respectively. Note that owing to the lighting conditions, the colour of the paint or material, and occasionally the size of the cracks, some cracking patterns were either difficult or not able to be captured using a camera. Such cracks are described in the following text and/or sketched, as the resulting photographs may not be clear or do not show the defect.

Note also that use of the flash resulted in some photos being over-exposed; therefore some photos were taken using natural light and an extended shutter time, which may have come out a little blurred.

The photos are presented in a format to facilitate easy reference and a snapshot glance of the subject item. At this scale, it is possible that some of the more subtle defects are less clear in the pictures. We keep copies of the original full high-resolution photos on file and can provide these separately if required.

## **3.0 THE INSPECTION**

The property is a multi-storey residential building located on the west side of Pitt Street. It is chiefly constructed of concrete.

The layout of the unit consists of:

- Entry Hall, Laundry, Kitchen, Living Room, South-West Bathroom, South-East Bedroom, South-East Bedroom Ensuite, East Office, East Bedroom.

All internal walls where not load bearing concrete are constructed of timber stud. The ceiling is suspended plasterboard. The timber cornice has either split at the joints of the cornice or has disconnected from the plasterboard. Walls and ceiling are in good condition.

*At the request of the Owner of Unit 5506, only the ceiling of the unit have been inspected and photographed, as a matter of privacy.*

2015S0468.007-ec-Unit 5506-Dilapidation Report  
Page 3 of 9

**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Unit 5506, 393 Pitt Street, SYDNEY

17 September 2015

## 4.0 THE INSPECTION

### Internal

#### Laundry

- General overview of the laundry ceiling. No defects observed at the time of inspection. *refer photo 1*

#### Entry Hallway

- General overview of the entry hallway. No defects observed at the time of inspection. *refer photo 2*

#### Kitchen

- Horizontal hairline separation cracking to the full length of the north and west walls at the junction of the cabinets and the ceiling sheeting above. *refer photos 3-4*

#### Living Room

- Horizontal separation cracking to the full perimeter of the living room at the junction of the cornice and the ceiling sheeting above for up to 3mm at its widest point. *refer photos 5-9*
- Section of water staining to the centre east of the ceiling sheeting adjacent to the fire sprinkler approximately 1m long and up to 600mm wide. *refer photo 9a*

#### South-West Bathroom

- General overview of the bathroom ceiling. No defects observed at the time of inspection. *refer photo 10*

#### South-East Bedroom

- Horizontal separation cracking to the full perimeter of the room at the junction of the cornice and the ceiling sheeting above and for up to 4mm at its widest. *refer photos 11-13*

#### South-East Bedroom En-Suite

- Vertical hairline separation cracking at the junctions of the cornices typically throughout. *refer photos 14-15*

#### East Office

- Horizontal hairline separation cracking to the north and east walls at the junctions of the walls and the cornices above. *refer photos 16-17*
- Vertical separation crack at the centre of the north wall at the junction of the two (2) lengths of cornice. *refer photo 18*
- Horizontal separation in the south-west corner of the ceiling at the junction of the ceiling and the cornice below for up to 8mm wide. *refer photos 19-20*

**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Unit 5506, 393 Pitt Street, SYDNEY

17 September 2015

East Bedroom

- Horizontal separation cracking to the full perimeter of the room at the junction of the ceiling sheeting and the cornice below typically hairline in width but for a section adjacent to the centre of the east wall for a length of approximately 1m the separation is up to 8mm wide. *refer photos 21-23*

**External**

Balcony

- Horizontal hairline separation cracking at both the very west end of the balcony and the very east end of the balcony at the junctions of the walls and the soffits above for the full length of the walls. *refer photos 24-26*
- Multiple spots of rust staining typically to the north-east corner of the balcony soffit above for up to approximately 40mm in diameter. *refer photos 27-29*

**5.0 CONCLUSION**

The structural building elements have been inspected and the structural defects noted and photographed/sketched. This report should be retained as a record of the structural condition of the property at the time of the inspection.

Prepared by:



**Emile Ortega**  
AdvDip StrEng, AdvDip.ArchTech  
Project Manager



# **APPENDIX A**

## PHOTOGRAPHS

# **APPENDIX B**

## ELEVATION SKETCHES



**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Engineering Consultants  
Structural  
Event  
Remedial

**DILAPIDATION INSPECTION RECORD:**

**INTERNAL**

**JOB NO:** 2015S0468

**PAGE:** 1 of 10

**PROJECT:** 5505 / 393 Pitt Street, Sydney

**PROPERTY:** 5506 / 393 Pitt Street, Sydney

**DATE OF INSPECTION:** 2015.09.03

**TIME OF INSPECTION:** 4:30pm

**INSPECTED BY:** Mr Emile Ortega

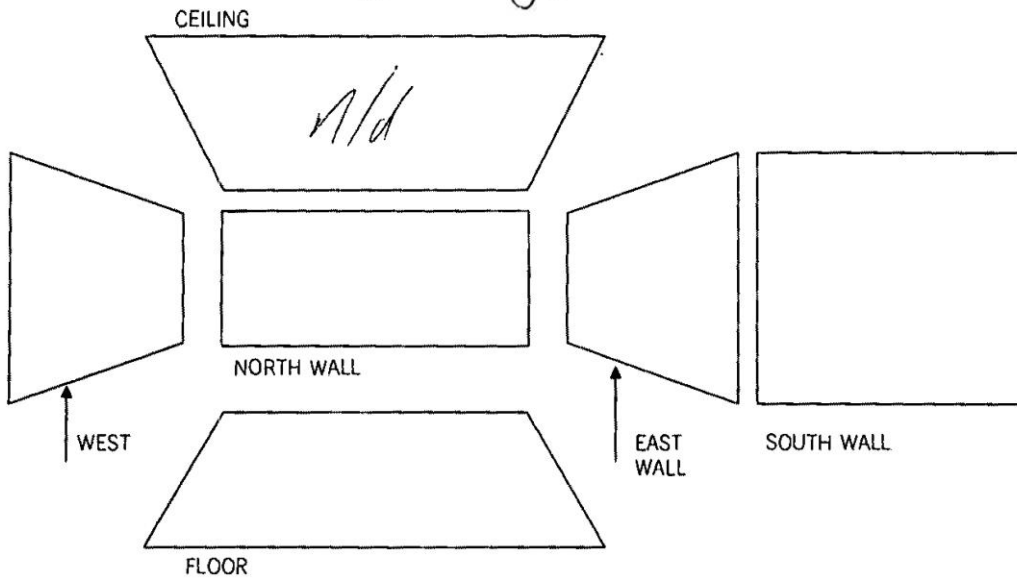
**LEGEND DEFECTS**

CR - cracking  
OA - out of align,  
bulging, sagging  
NP - nail popping  
WS - water staining  
PR - previous repair  
SC - separation crack  
HL - hairline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone

**ROOM:** *West Room (laundry)*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.

*Dilan sketch*



**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Engineering Consultants  
Structural  
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Remedial

**DILAPIDATION INSPECTION RECORD:**

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**JOB NO:** 2015S0468

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**PROJECT:** 5505 / 393 Pitt Street, Sydney

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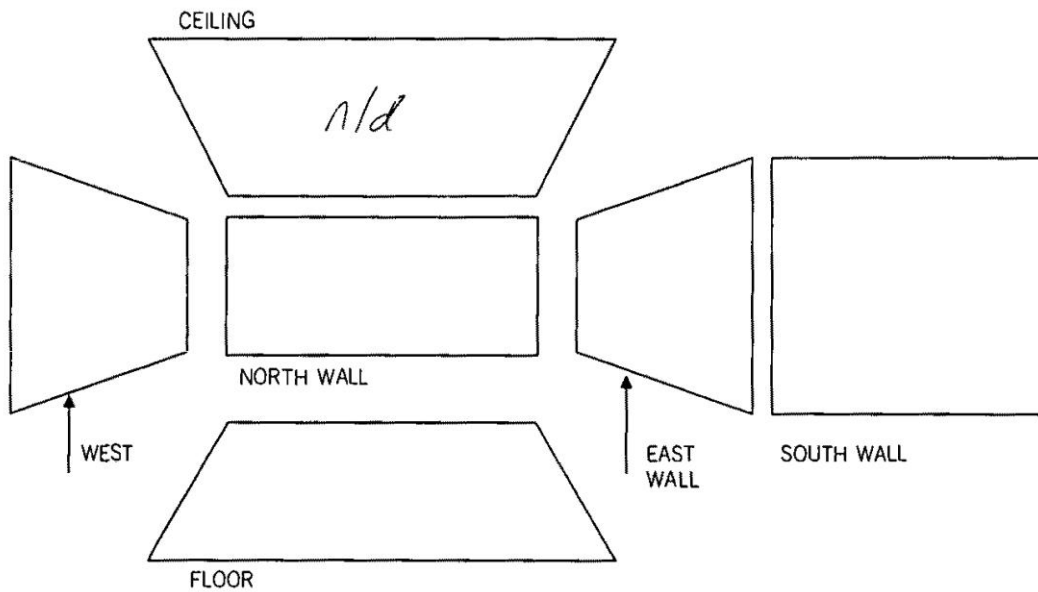
**LEGEND DEFECTS**

CR - cracking  
OA - out of align,  
bulging, sagging  
NP - nail popping  
WS - water staining  
PR - previous repair  
SC - separation crack  
HL - hairline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone

ROOM: *Entry Hall*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.

Dilan sketch

**DILAPIDATION INSPECTION RECORD:**

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**PROJECT:** 5505 / 393 Pitt Street, Sydney

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**INSPECTED BY:** Mf Emile Ortega

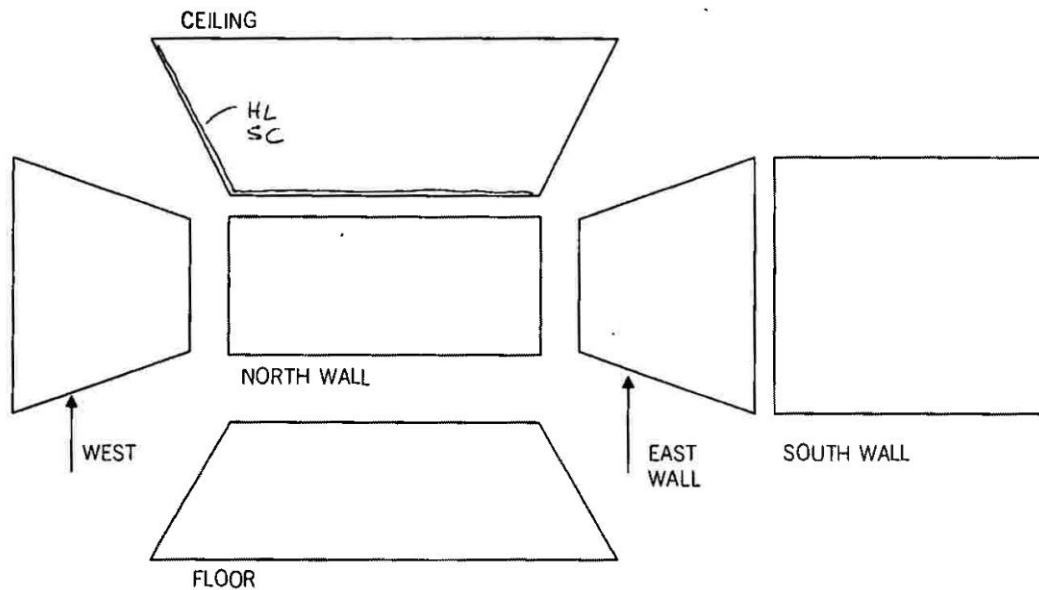
**LEGEND DEFECTS**

CR - cracking  
OA - out of align,  
bulging, sagging  
NP - nail popping  
WS - water staining  
PR - previous repair  
SC - separation crack  
HL - halfline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone

ROOM: *Kitchen*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.

**DILAPIDATION INSPECTION RECORD:**

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**PROJECT:** 5505 / 393 Pitt Street, Sydney

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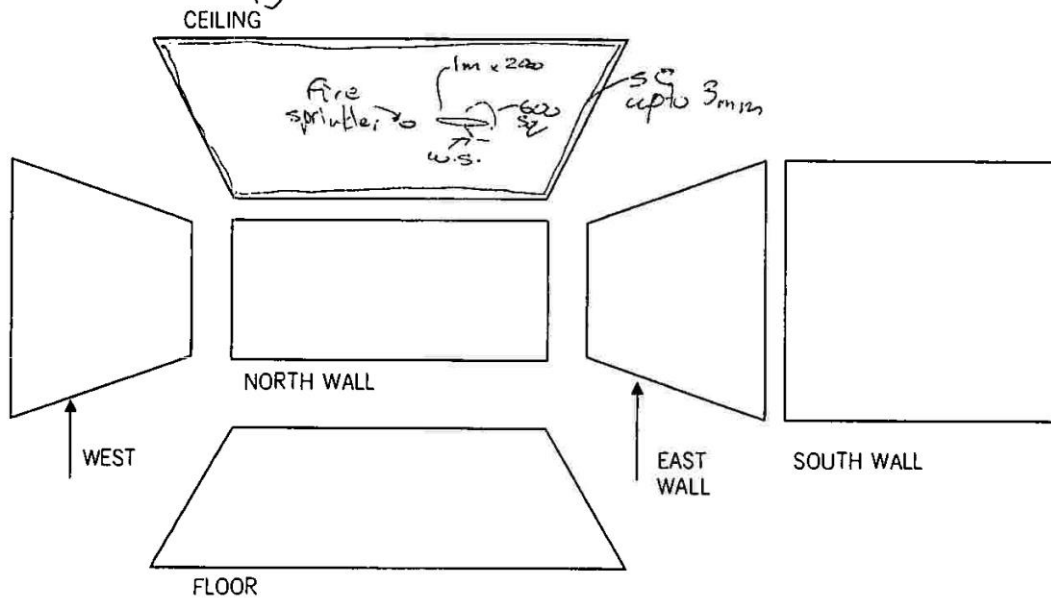
**LEGEND DEFECTS**

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OA - out of align,  
bulging, sagging  
NP - nail popping  
WS - water staining  
PR - previous repair  
SC - separation crack  
HL - hairline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone

**ROOM:** *Living Room*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.



**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

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**DILAPIDATION INSPECTION RECORD:**

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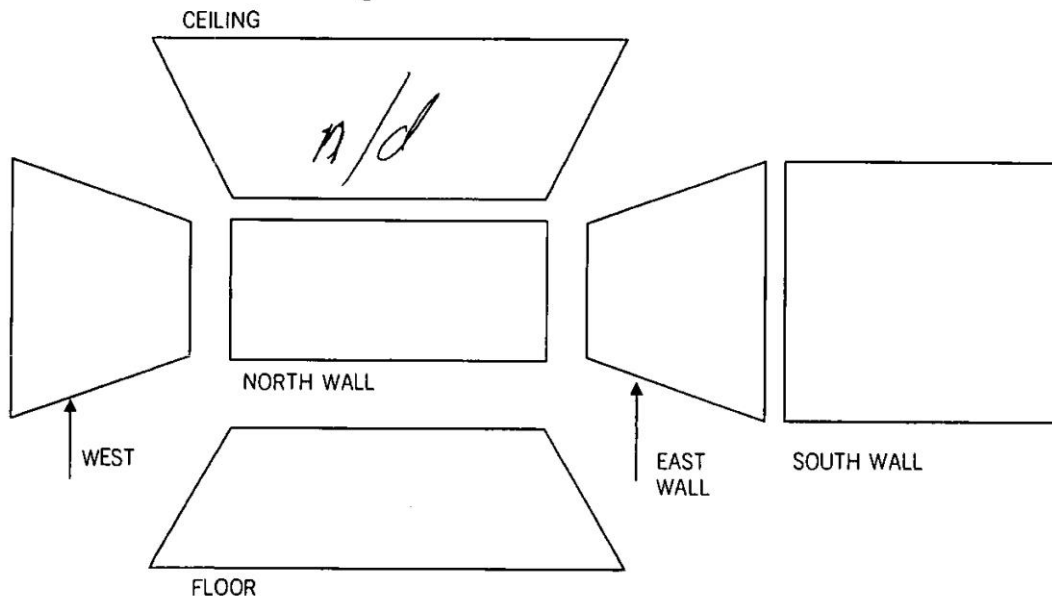
**LEGEND DEFECTS**

CR - cracking  
OA - out of align,  
bulging, sagging  
NP - nail popping  
WS - water staining  
PR - previous repair  
SC - separation crack  
HL - hairline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone

ROOM: Bathroom (8th west)



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.

Dilan sketch

**DILAPIDATION INSPECTION RECORD:**

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**PROJECT:** 5505 / 393 Pitt Street, Sydney

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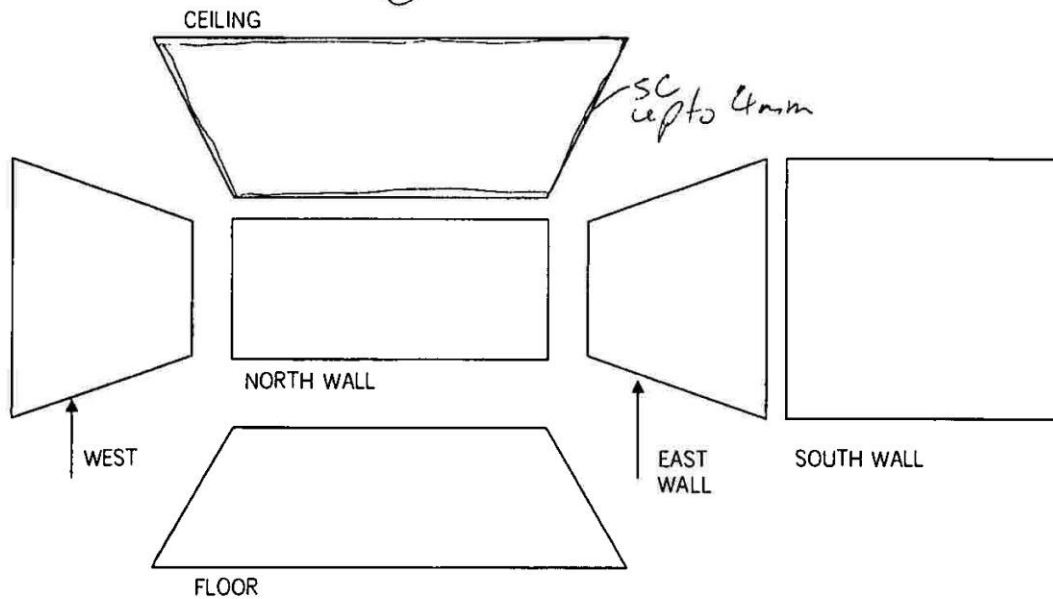
**LEGEND DEFECTS**

CR - cracking  
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bulging, sagging  
NP - nail popping  
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PR - previous repair  
SC - separation crack  
HL - hairline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone

**ROOM:** Bedroom (8th east)



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.





**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Engineering Consultants  
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**DILAPIDATION INSPECTION RECORD:**

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**PROJECT:** 5505 / 393 Pitt Street, Sydney

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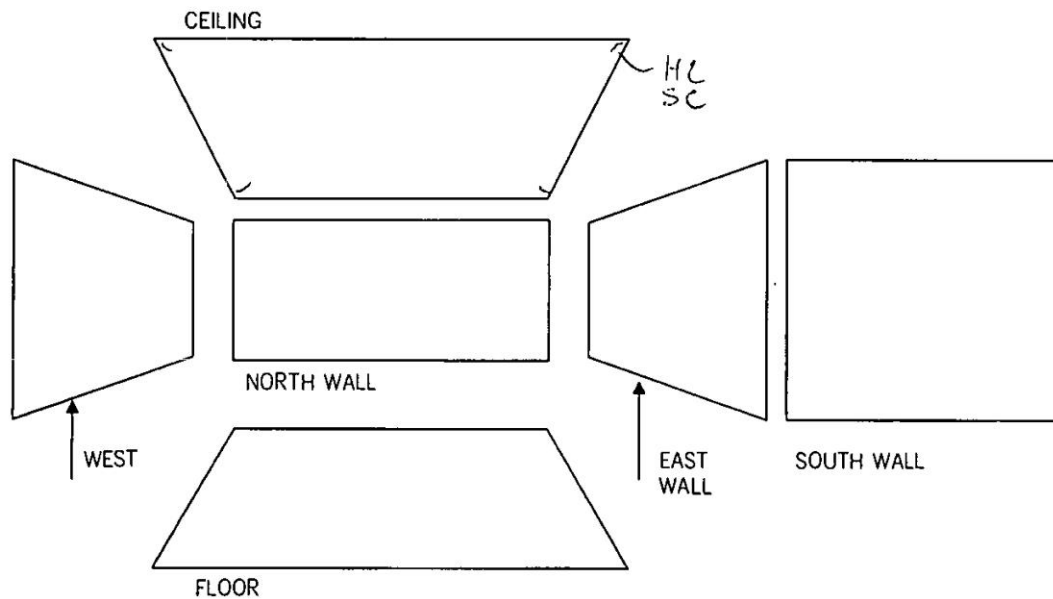
**LEGEND DEFECTS**

- CR - cracking
- OA - out of align, bulging, sagging
- NP - nail popping
- WS - water staining
- PR - previous repair
- SC - separation crack
- HL - hairline cracking

**MATERIALS**

- BR - brick rendered
- B - brick
- C - concrete
- T - timber
- P - plaster board
- RW - retaining wall
- ST - sandstone

**ROOM:** *St. East bedroom Ensuite*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.



**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Engineering Consultants  
Structural  
Event  
Remedial

**DILAPIDATION INSPECTION RECORD:**

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**JOB NO:** 2015S0468

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**PROJECT:** 5505/393 Pitt Street, Sydney

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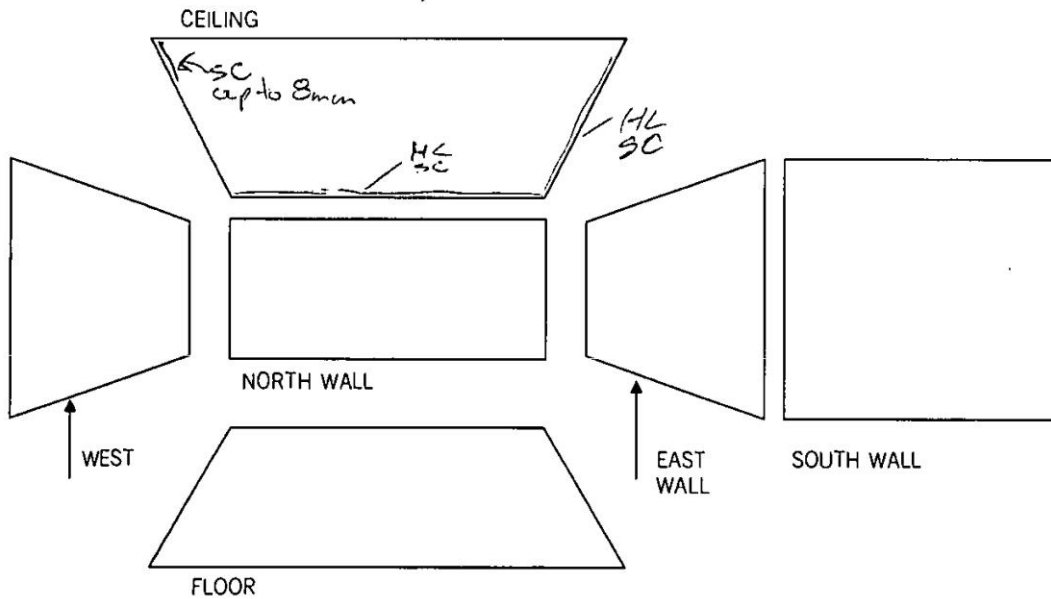
**LEGEND DEFECTS**

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- NP - nail popping
- WS - water staining
- PR - previous repair
- SC - separation crack
- HL - hairline cracking

**MATERIALS**

- BR - brick rendered
- B - brick
- C - concrete
- T - timber
- P - plaster board
- RW - retaining wall
- ST - sandstone

ROOM: *Office (east)*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.

Dilan sketch



# PARTRIDGE

STRUCTURAL | REMEDIAL | EVENT

Engineering Consultants  
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Remedial

**DILAPIDATION INSPECTION RECORD:**

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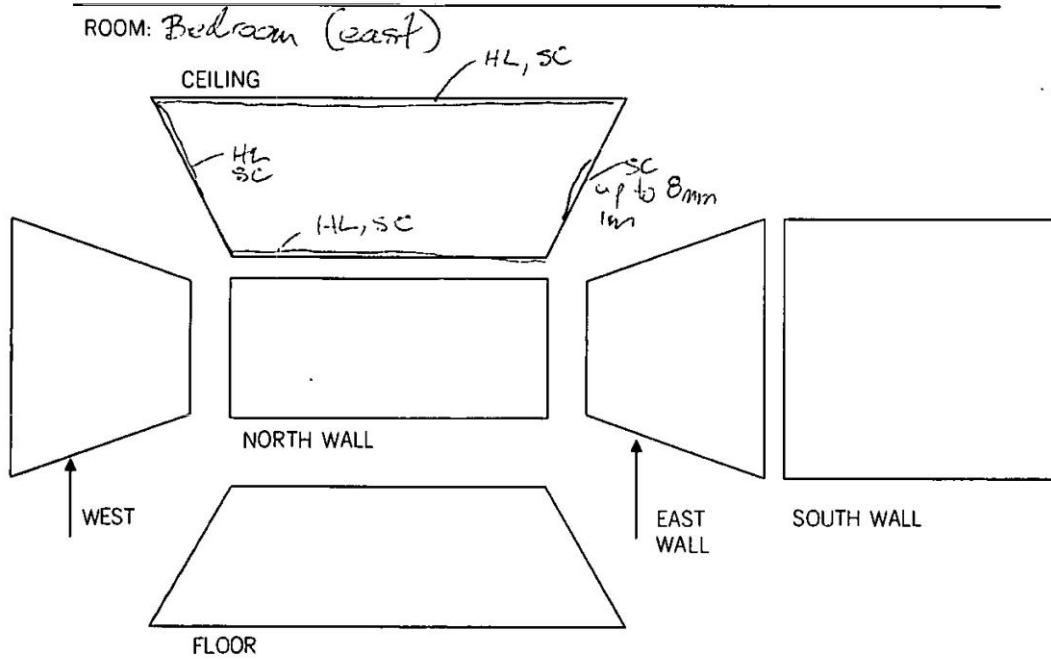
**INSPECTED BY:** Mr Emile Ortega

**LEGEND DEFECTS**

CR - cracking  
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bulging, sagging  
NP - nail popping  
WS - water staining  
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SC - separation crack  
HL - hairline cracking

**MATERIALS**

BR - brick rendered  
B - brick  
C - concrete  
T - timber  
P - plaster board  
RW - retaining wall  
ST - sandstone



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.



# PARTRIDGE

STRUCTURAL | REMEDIAL | EVENT

Engineering Consultants  
Structural  
Event  
Remedial

**DILAPIDATION INSPECTION RECORD:**

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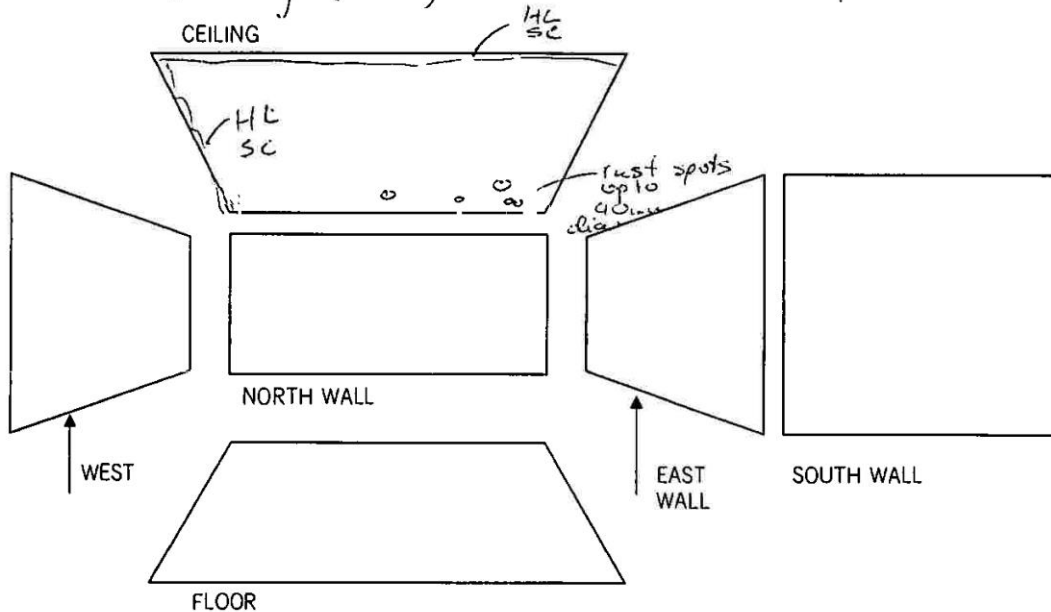
**LEGEND DEFECTS**

- CR - cracking
- OA - out of align, bulging, sagging
- NP - nail popping
- WS - water staining
- PR - previous repair
- SC - separation crack
- HL - hairline cracking

**MATERIALS**

- BR - brick rendered
- B - brick
- C - concrete
- T - timber
- P - plaster board
- RW - retaining wall
- ST - sandstone

**ROOM:** *Balcony (at 4th & 5th)*



**NOTES:** n/d - Denotes that no defects were observed to the wall at the time of inspection.

Dilan sketch

# **APPENDIX C**

## GENERAL CONDITIONS OF THIS REPORT

**PARTRIDGE**  
STRUCTURAL | REMEDIAL | EVENT

Unit 5506, 393 Pitt Street, SYDNEY

17 September 2015

**GENERAL CONDITIONS OF THIS REPORT**

This inspection has been executed and the report compiled in accordance with the terms and conditions as listed hereunder:-

- The services and conditions provided are in accordance with those of the Association of Consulting Engineers Australia.
- Partridge Remedial Pty Limited warrants to use its best endeavours at all times but any inspection carried out by Partridge Remedial Pty Limited is made on a visual basis only. Unless noted otherwise, the inspection generally is made without the removal of any of the building or its contents or the earth adjacent to the structure. The inspection is limited to areas described on the title page and where reasonable access is available. This report does not cover "extras" such as floor coverings, light fittings or architectural trims.
- No responsibility is accepted by Partridge Remedial Pty Limited for "unknowables" such as the course and effect of surface water or the efficiency of drains.
- Any cavity-brick building structure within 1km of a surf beach, and more than 30 years old, may have corroding brick ties and wind erosion of lime mortar within the cavity and/or roof spaces. These items are not readily visible and are not covered in this report, but we recommend that they be periodically inspected within an on-going maintenance program and repaired as needed.
- In the course of inspecting rendered walls or tiled areas (such as bathrooms and laundry areas), it is accepted practice to check only a sample of the wall finishes to identify areas of drumminess. The size of sample taken is then assumed to be representative of the general state and condition of the overall wall finishes. It is possible that not every individual instance of drummy render or loose tiling has been identified and recorded.

Partridge Remedial Pty Limited undertakes to provide a report relevant to the nominated service. The report shall not be used for any other purpose, nor shall it be reproduced, in whole or part, for any purpose.

2015S0468 007-eo-Unit 5506-Dilatation Report



**BUILDING CERTIFICATES AUSTRALIA PTY LTD**  
Building Regulations, Certification & Fire Safety Consultants  
ABN 45 105 060 897

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- principal certifying authority (PCA)
- liaison with local authorities
- BCA compliance reporting
- project management
- building approvals
- strata approval

23 Spetember 2015

Nicholas Vale  
For 5605/ 393 PITT STREET,  
SYDNEY NSW 2000

Attention: Nicholas Vale

Dear Nicholas,

**RE: 5605/ 393 PITT STREET, SYDNEY NSW 2000**  
**EXEMPET DEVELOPMENT WORKS**

Reference is made to proposed minor external refurbishment works to the existing balcony at the subject property.

Further to our detailed site inspection and subsequent perusal of the proposed scope as indicated on plans *CP01-CP04* by *Garden Life Pty Ltd* dated *12/08/2015*, the works constitute exempt development pursuant to the *State Environmental Planning Policy (exempt and Complying Development) 2008 (SEPP)*, specifically Subdivision 27 Minor building alterations (external) and are able to be completed as such.

The works as proposed are to be undertaken in accordance with the applicable SEPP development standards, requirements of the Building Code of Australia and associated Australian Standards.

Furthermore we note it is the responsibility of the property owners to ensure works undertaken comply with the applicable development standards pursuant to State Environmental Planning Policy (exempt and Complying Development) 2008

If you have any queries regarding the above, please do not hesitate to contact our office on (02) 8014 7720 during business hours to attend to your concerns.

Yours faithfully,

Scott Kitching  
**Building Certificates Australia Pty Ltd**

# LANDSCAPE CONCEPT - MAIN BALCONY

- BESPOKE ALUMINIUM PLANTER - 2000mm x 250mm WITH-
- 3 x 300mm Raphiolepis 'Oriental Pearl'
  - 7 x 300mm Pittosporum 'Miss Muffet'
  - 3 x 200mm Mandevillea - White
  - 3 x 200mm Pennisetum rubrum
  - 7 x 150mm Carex 'Frosted Curis'
  - 10 x 150mm Zeisya tenuifolia
  - 10 x 150mm Dichondra 'Silver Falls'

SELF-CONTAINED WATER POT

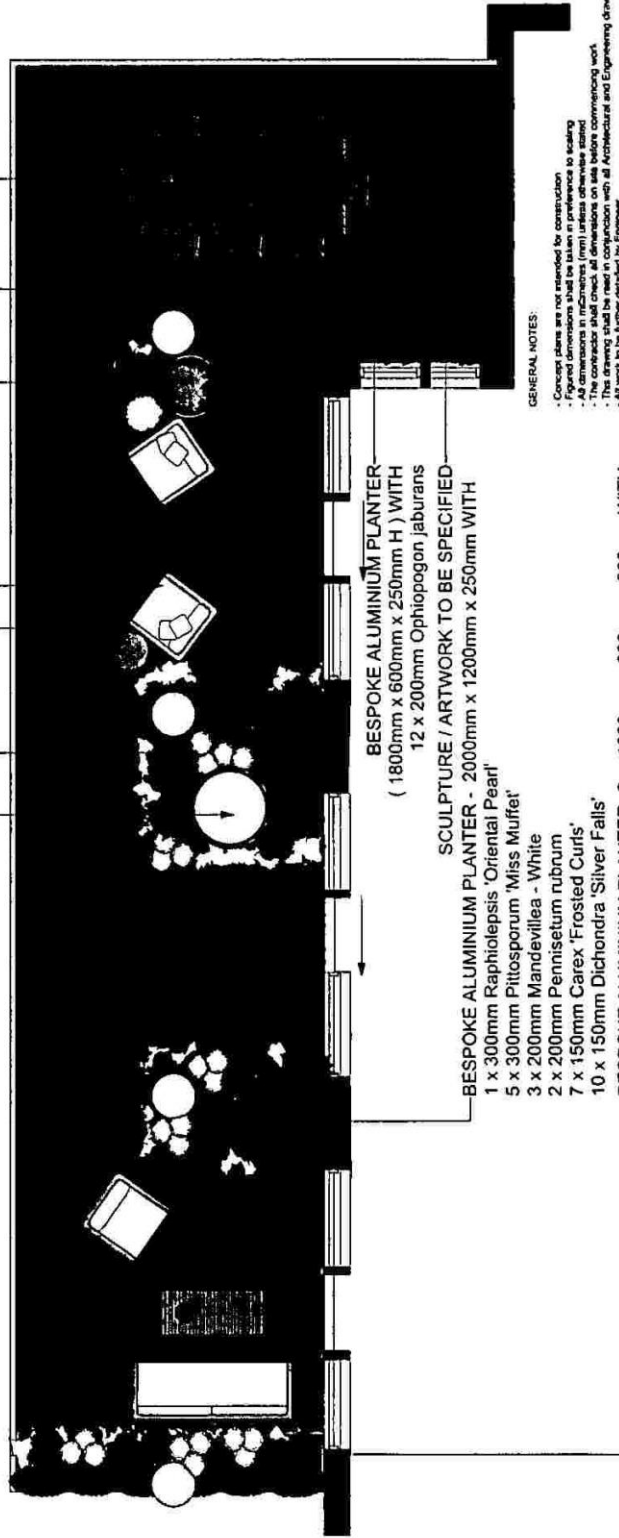
1200mm x 1200mm x 20mm  
NATURAL STONE PAVING  
INSTALLED ON ELMICH VERSI PAV

LOUNGE CHAIRS WITH SIDE TABLE

COLLECTION OF FEATURE  
POTS WITH LAYERED  
PLANTINGS - TO BE SPECIFIED

VERTICAL PLANTER WALL  
2400mm x 200mm x 3000mm H  
WITH HANDMADE CERAMIC POTS

OUTDOOR TABLE + CHAIRS



BESPOKE ALUMINIUM PLANTER  
( 1800mm x 600mm x 250mm H ) WITH  
12 x 200mm Ophiopogon jaburans

- SCULPTURE / ARTWORK TO BE SPECIFIED
- BESPOKE ALUMINIUM PLANTER - 2000mm x 1200mm x 250mm WITH
- 1 x 300mm Raphiolepis 'Oriental Pearl'
  - 5 x 300mm Pittosporum 'Miss Muffet'
  - 3 x 200mm Mandevillea - White
  - 2 x 200mm Pennisetum rubrum
  - 7 x 150mm Carex 'Frosted Curis'
  - 10 x 150mm Dichondra 'Silver Falls'

- BESPOKE ALUMINIUM PLANTER -2 x 1800mm x 600mm x 800mm WITH
- 6 x 300mm Trachelospermum jasminoides
  - 5 x 300mm Pittosporum 'Miss Muffet'
  - 7 x 150mm Carex 'Frosted Curis'
  - 10 x 150mm Dichondra 'Silver Falls'

### GENERAL NOTES:

- Concept plans are not intended for construction
- Figured dimensions shall be taken in preference to scaling
- All dimensions in millimetres (mm) unless otherwise stated
- All materials to be specified in accordance with the Australian Standard AS/NZS 4576:2015
- This drawing shall be used in conjunction with all Architectural and Engineering drawings
- All work to be further detailed by Engineer
- Refer to Architectural / Engineering Drawing Set for details of existing and proposed levels, and proposed gradients.
- Refer to Hydraulic Engineering Drawing for Stormwater Retention
- The Landscape Contractor shall ensure all Landscape works comply with Local Council By-Laws, and Relevant Standard Codes and Australian Standards
- The Landscape Contractor shall be responsible to locate all services and utilities prior to commencement of Landscape Works

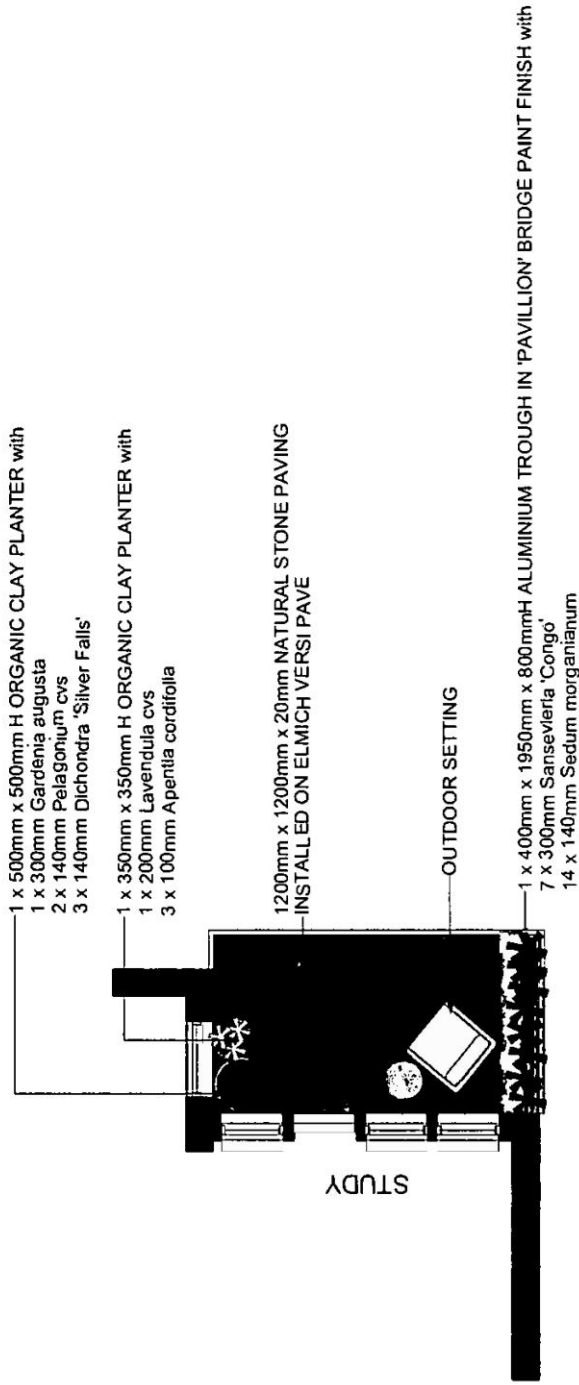
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Garden Life

DATE	L10/1	REVISION	PROJECT	14-11
PROJECT	5605/693 Pitt Street SYDNEY			DATE
CLIENT	Anthony Collick			SCALE
DWG	CONCEPT - MAIN BALCONY			1:50
				NO
				REVISION
Garden Life Pty Ltd 337 Cleveland Street Surry Hills NSW 2016 Australia				
T: 02 9395 0666 F: 02 9395 0635 W: www.gardenlife.com.au E: grom@gardenlife.com.au				



LANDSCAPE CONCEPT - STUDY BALCONY



GENERAL NOTES:

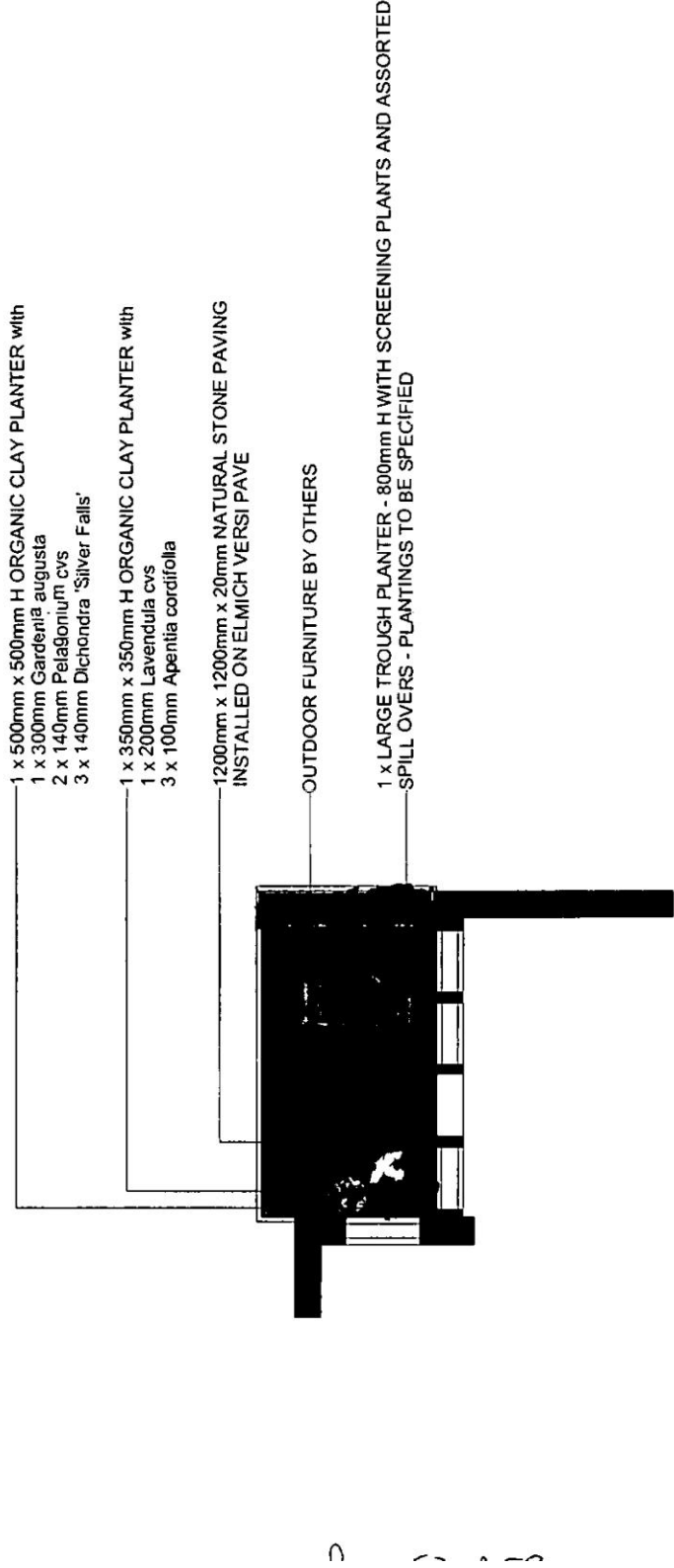
- Concept plans are not intended for construction
- Figure dimensions shall be taken in preference to scaling
- All dimensions in millimetres (mm) unless otherwise stated
- The contractor shall check all dimensions on site before commencing work
- This drawing shall be used in conjunction with all Architectural and Engineering drawings
- Refer to Architectural / Engineering Drawing Set for details of existing and proposed levels, and proposed grade and retaining walls
- Refer to Hydraulic Engineering Drawing for Stormwater Retention
- The Landscape Contractor shall ensure all Landscape works comply with Local Council By-Laws, and Relevant State Government Legislation
- The Landscape Contractor shall be responsible to locate all services and utilities prior to commencement of Landscape Works

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SCALE	DATE	REVISION	PROJECT #
			14-
PROJECT	5605/693 Pitt Street SYDNEY	DATE #	12/05/2015
CLIENT	Anthony Collick	SCALE	1:50
DWG	CONCEPT STUDY BALCONY	DATE	30
		REVISION	
Garden Life Pty Ltd		397 Cleveland Street Surry Hills NSW 2016 Australia	
T: 02 8399 0666		F: 02 8399 0555 W: www.gardenlife.com.au E: grow@gardenlife.co	

Garden Life

LANDSCAPE CONCEPT - MASTER BEDROOM BALCONY



GENERAL NOTES:

- Concept plans are intended for construction.
- Final dimensions shall be taken in reference to scaling.
- All dimensions in millimetres (mm) unless otherwise stated.
- The contractor shall check all dimensions on site before commencing work.
- This drawing shall be read in conjunction with all Architecture and Engineering drawings.
- Refer to the further attached by Client.
- Refer to the attached Engineering Drawing Set for details of existing and proposed levels, and proposed grid and retaining walls.
- Refer to Hydraulic Engineering Drawing for Stormwater Retention.
- The Landscape Contractor shall ensure all Landscape works comply with Local Council By-Laws, and Rules and Codes of Australia Standards.
- The Contractor shall be responsible to locate all services and utilities prior to commencement of Landscape Works.



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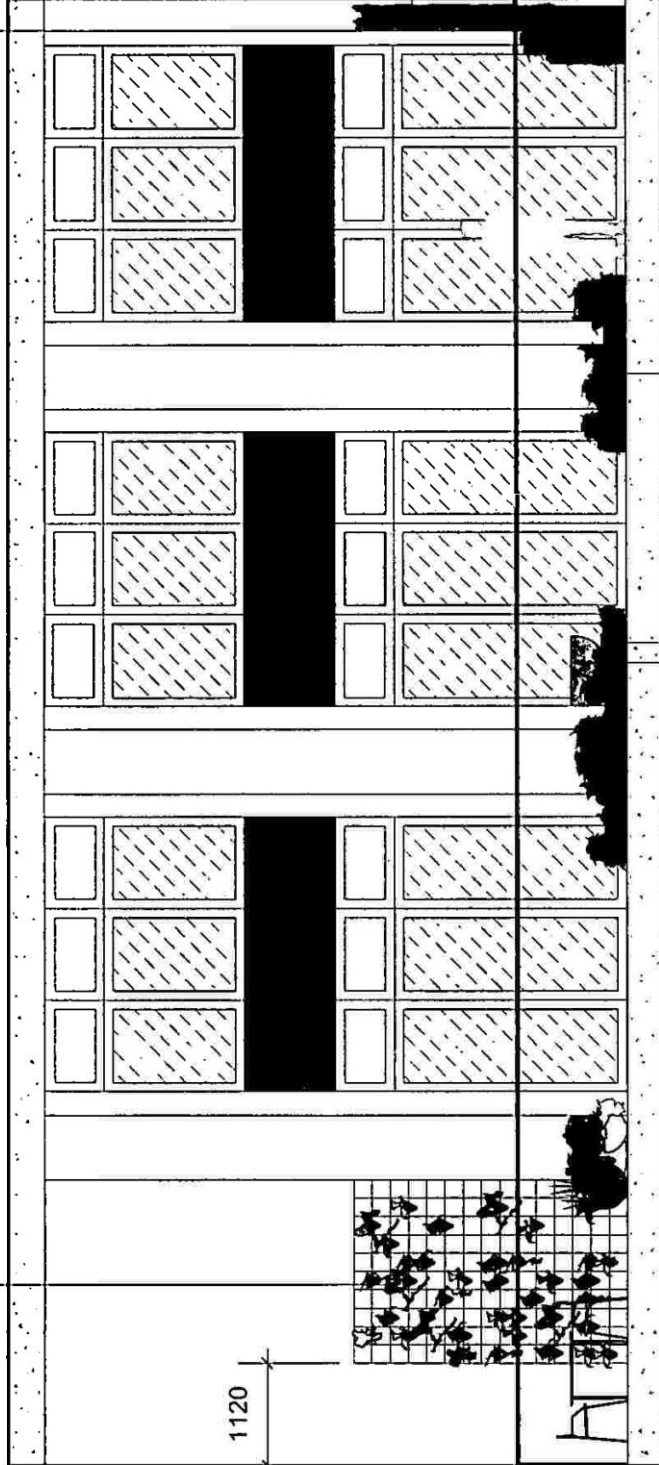
DATE	REVISION	PROJECT #
		5605/693 Pitt Street SYDNEY
DATE	SCALE	DATE
15/01/2015	1:50	14
CLIENT	DESIGNER	REVISION
Anthony Collick	CONCEPT / BEDROOM BALCONY	C
COMPANY	ADDRESS	CONTACT
Garden Life Pty Ltd	357 Cleveland Street Surry Hills NSW 2016 Australia	
T: 02 8399 0666	F: 02 8399 0665	E: <a href="mailto:info@gardenlife.com.au">info@gardenlife.com.au</a>



ELEVATION - MAIN BALCONY

LARGE PLANTER TROUGH WITH SCREENING FOLIAGE

VERTICAL PLANTER WALL WITH HANDMADE CERAMIC POTS



WATER FEATURE / WATER BOWL

BESPOKE ALUMINIUM PLANTER WITH ASSORTED/ LAYERED FOLIAGE

BESPOKE ALUMINIUM PLANTER WITH ASSORTED/ LAYERED FOLIAGE

GENERAL NOTES:

- Concept ideas are not intended for construction
- Final dimensions shall be taken in preference to scaling
- All dimensions in millimetres (mm) unless otherwise stated
- The contractor shall check all dimensions on site before commencing work
- This drawing shall be read in conjunction with all Architectural and Engineering drawings
- Refer to Architectural / Engineering Drawing Set for details of existing and proposed levels, and proposed grade and retaining walls
- Refer to Hydraulic Engineering Drawing for Stormwater Retention
- The Landscape Contractor shall ensure all Landscape works comply with Local Council By-Laws, and Relevant State and Government Regulations
- The Landscape Contractor shall be responsible to locate all services and utilities prior to commencement of Landscape Work.

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ISSUE	DATE	REVISION	PROJECT #
			5605/693 Pitt Street SYDNEY
CURT	ANTHONY COLLIK	DATE #	12/06/2015
DATE	SCALE	BY	CI
<b>ELEVATION - MAIN BALCONY</b>			
<b>Garden Life Pty Ltd</b>			
357 Cleveland Street Surry Hills NSW 2016 Australia			
T: 02 8399 0566 F: 02 8399 0555 W: www.gardenlife.com.au E: gpra@GardenLife.com.au			

## **Special by-law no. 18 – Lot 279 exclusive use and special privilege**

### **18.1 Exclusive Use and Special Privilege By-Law**

This is an exclusive use and special privilege by-law under section 52 *Strata Schemes Management Act, 1996*. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owner of the lot 279.

### **18.2 Interpreting this by-law**

In this by-law, "you" means the lot 279 owner(s) from time to time.

### **18.3 Exclusive use and special privilege rights**

On the terms and conditions of this by-law, you have:

- a. the special privilege to use lot 279 for an Authorised Purpose and the right to carry out to install a shower, toilet and wash basin in the lot to specifications (and through under floor slab plumbing) to be approved by the owners corporation prior to installation ("Works"); and
- b. exclusive use of those parts of the common property slab comprising the floor of lot 279 through which core holes are drilled for the plumbing works referred to above.

### **18.4 Obligations before exercising rights**

Before you exercise your rights under this by-law, you must:

- a. obtain any necessary development consent for any use of your lot for an Authorised Purpose and for the Works from Sydney City Council; and
- b. obtain consent from the owners corporation to the specifications and location of the Works; and
- c. give not less than 7 days notice to the owners corporation prior to commencing Works on site; and
- d. provide to the owners corporation a certificate from a qualified structural engineer addressed to the owners corporation certifying that the proposed Works will not affect the structural integrity of any common property.

### **18.5 What are your Works obligations?**

You must, at your cost:

- a. comply with the Works' development consent; and
- b. effect industrial all risks insurance for the full value of the Works and public liability insurance for not less than \$20,000,000 naming the owners corporation as an interested party; and
- c. carry out the Works between the hours of 7:00 am and 5:00 pm Monday to Friday (public holidays excluded) and 7:00 am and 12:00 noon Saturdays; and
- d. use only competent, qualified and reputable tradesmen and contractors; and
- e. properly maintain and keep in a state of good and serviceable repair the Works and all panels, doors and other items installed in the common property exclusive use areas; and
- f. make good any damage caused to any part of the common property or a lot as a result of the Works; and

- g. indemnify the owners corporation against any loss damage, costs or expense the owners corporation suffers as a result of the use of the lot or the Works or your breach of any term or condition of this by-law; and
- h. ensure the Works and tradespersons carrying out the Works do not create any excessive noise within the strata scheme that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property; and
- i. ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation; and
- j. ensure that any debris is removed from the common property daily and strictly in accordance with the reasonable directions of the owners corporation; and
- k. make sure that no building materials are stored on common property; and
- l. clean any part of the common property affected by the Works on a daily basis and keep all parts of the common property clean, neat and tidy during the Works; and
- m. ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

#### **18.6 What are your other obligations?**

- a. You must comply with all laws regarding use and occupation of your lot including without limitation applicable occupational health and safety laws.
- b. You must promptly rectify all damage done to common property or another lot in the exercise of the exclusive use and special privilege rights under this by-law.
- c. You must allow the owners corporation to access the electrical plant and common property air conditioning plant accessible from your lot on 48 hours notice (or, in the case of an emergency, without notice) to inspect, repair, renew, replace, maintain or otherwise deal with those common property items) according to special by-law 17.
- d. After the Works are complete, you must obtain and give to the owners corporation a copy of any occupation certificate issued by Sydney City Council.
- e. You must at all times ensure that any Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or any person lawfully using the common property.
- f. You indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the Works or the altered state or use of the common property arising from them.
- g. You agree to use your lot for the Authorised Purpose unless you obtain consent from the owners corporation for a different use.

#### **18.7 Exercise of rights by occupier?**

Any tenant or occupier of lot 279 may exercise the rights and privileges conferred under this by-law.

## **18.8 Breach of this By-Law**

If the Lot 279 owner breaches any condition of this by-law and fails to rectify that breach within 30 days (or such longer period as may be reasonable having regard to the nature of the rectification) of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- a. rectify any such breach;
- b. enter on any part of the common property or the lot, by its agents, employees or contractors for the purpose of rectifying any such breach; and
- c. recover as a debt due from the Lot 279 owner the reasonable costs of the rectification together with the reasonable expenses of the owners corporation incurred in recovering those costs including reasonable legal costs on an indemnity basis.

Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

In this by-law, "**Authorised Purpose**" means residential accommodation, business premises or office premises only (as those terms are defined in the City of Sydney LEP 2012).

## **Special by-law no. 19 – Owner corporation access to common property plant**

### **19.1 Background**

There are 3 items of common property plant accessible only from within lot 279. These are:

- a. the common property electrical plant and equipment located in a large enclosure (with doors) on the southern wall of the lot; and
- b. the common property electrical switch switchboard adjacent to the CCTV room; and
- c. the common property air conditioning plant and equipment located above the false ceiling in the lot

referred to as Common Property Plant in this by-law.

### **19.2 Additional rights and obligations for the owners corporation**

In addition to the rights and obligations under section 65 of the *Strata Schemes Management Act 1996*, the owners corporation has the following additional rights, obligations and functions:

- a. the right to enter lot 279 on not less than 48 hours notice to the occupier (or the owner, if there is no identifiable occupier) to inspect, certify, clean or test the Common Property Plant; and
- b. in an emergency the right to enter lot 279 without notice to inspect and carry out emergency repairs to the Common Property Plant; and
- c. the right to exercise these rights with or through agents, employees or contractors; and
- d. the right to remain on lot 279 for the period reasonably necessary to carry out its functions under this by-law or the *Strata Schemes Management Act, 1996*; and
- c. the obligation to repair any damage to the lot or any of its contents caused by or arising out of the carrying out of any work, or the exercise of a power of entry in an emergency unless the damage arose because the owners corporation was obstructed or hindered.

## **Special by-law no. 20 – Works lot 5**

### **By-law to authorise the owner of Lot 5 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and

(iii) workers compensation insurance as required by law.

(c) **Lot** means lot 5 in strata scheme 60341.

(d) **Owner** means the owner of the Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60341.

(f) **Works** means all building works and all related services supplied to effect the following works in the bathroom of the Lot:

(i) Remove existing shower screen and bath;

(ii) Remove floor and wall tiles;

(iii) Install new waterproofing membrane;

(iv) Install new floor and wall tiles for new shower in place of old bath;

(v) Install new glass shower panels; and

(vi) Install new tap ware, plumbing and electrical items in association bathroom renovation.

(g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

## **PART 2 GRANT OF RIGHT**

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and

(c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;

### **PART 3.2 During construction**

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during times reasonably approved by the Owners Corporation;

(e) perform the Works within a period of 2 months from their commencement or such other period as reasonably approved by the Owners Corporation;

(f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;

(i) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:

(i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and



(ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the executive committee.

(j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and

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

### **PART 3.3 After construction**

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

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

### **PART 3.4 Enduring rights and obligations**

3.4 The Owner:

(a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

(d) remains liable for any damage to lot or common property arising out of the Works;

(e) must make good any damage to lot or common property arising out of the Works;

(f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and

(g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

## **Special by-law no. 21 – Works lot 274**

### **By-law to authorise the owner of Lot 274 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Air Conditioning Unit** means an air condition system installed in the common property ceiling void of each lot that exclusively services the Owner's lot for the purposes of cooling and heating, including (but not limited to) all ancillary structures and ducting; but excluding supply and return condenser water pipework.

(c) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and

(iii) workers compensation insurance as required by law.

(d) **Lot** means lot 274 in strata scheme 60341.

(e) **Owner** means the owner of the Lot from time to time.

(f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60341.

(g) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(h) **Works** means all building works and related services supplied to effect the following:

(i) Removal and disposal of the existing ceiling in association with the removal and installation of the Air Conditioning Unit;

(ii) Removal of the existing water cooled Air Conditioning Unit;

(iii) Construction of new suspended ceiling with square set wall junctions and acoustic insulated access panels in association with the installation of the Air Conditioning Unit;

(iv) Installation of new water cooled Air Conditioning Unit; and

(x) All associated penetrations, piping and electrical connections.

(i) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in *the Strata Schemes Management Act 2015*; and

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

## **PART 2 GRANT OF RIGHT**

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

(a) comply with special-by law 6.

(b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(c) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;

(d) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;

### **PART 3.2 During construction**

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during times reasonably approved by the Owners Corporation;

(e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;

(f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;

(i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and

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

### **PART 3.3**

#### **After construction**

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

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;

(d) if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed ceiling and treatment to the ceiling in respect to the Exclusive Use Area;

### **PART 3.4**

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

3.4 The Owner:

(a) will comply with special by-law 6;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

(e) remains liable for any damage to lot or common property arising out of the Works;

(f) must make good any damage to lot or common property arising out of the Works;

(g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and

(h) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

#### **Special by-law no. 22 – 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.

### **Special by-law no. 23 – Smoke penetration**

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

### **Special by-law no. 24 – 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 periodically cleaning regularly, at a schedule to be determined by the Strata Committee, 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.

*Explanatory note: The Strata Committee proposes to adopt model by-law 13 from the residential by-laws set out under Schedule 3 of the Strata Schemes Management Regulation 2016, following a thorough review of the scheme's by-laws. The model by law has been amended slightly to provide a clearer understanding of the obligations of each party, in the committee's view.*

### **Special by-law no. 25 – Moving goods**

#### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

(a) **Building Manager** means a person or corporation appointed by the Owners Corporation as a building manager under section 67 of the Act, caretaker or on site manager or some other person appointed for the purpose by the Owners Corporation.

(b) **Bulky Goods** means any large furniture or any large object, including large household items. Bulky Goods does not include or mean small furniture or equipment such as single chairs, small furniture items, food or drink.

(c) **Goods** means an item or items of personal property owned or used by an Owner or Occupier.

(d) **Lift** means the common property lift allocated to an Owner or Occupier for use in moving furniture and equipment in and out of the building.

(e) **Lot** means a lot in strata scheme 60341.

(f) **Owner** or **Occupier** in respect of a lot means the owner or occupier of that Lot.

(g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60341.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in this by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015* including the definitions of 'owner' and 'occupier'; and

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

## **PART 2 CONDITIONS**

2.1 An Owner or Occupier must not transport any Bulky Goods to or from the Residential Lot through or on common property without the approval of the Owners Corporation (or strata committee) under this by-law.

2.2 An Owner or Occupier must:

(a) apply to the Owners Corporation via the Building Manager at least 7 days before any Bulky Goods are to be transported through the common property or other notice period determined by the Building Manager at their discretion from time to time;

(b) ensure that the transportation of the Bulky Goods is supervised by the Owner or Occupier or some other person advised to the Owners Corporation;

(c) ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;

(d) If requested by the Building Manager, pay a refundable bond to the Owners Corporation being an amount determined by the strata committee from time to time;

(e) only use the Lift determined by the Building Manager;

(f) only carry out the transportation of Bulky Goods between the hours of 8am to 8pm;

(g) ensure that the Lift and common property is left in a clean and tidy state after the transportation of the Bulky Goods has occurred;

(h) ensure that the interior of the Lift is adequately protected with lift curtains and floor padding prior to and during the transportation of the Bulky Goods in the building; and

(i) properly ensure that the transportation of the Bulky Goods does not interfere with or damage the Lift, the common property or the property of any other lot owner and if this happens the Owners Corporation will rectify the interference or damage at the cost of the owner or occupier.

2.3 If the Owner or Occupier fails to comply with clause 2.2(i) of this by-law, the Owners Corporation may undertake the rectification works at the Owner or Occupier's cost to be deducted from the bond.

2.4 If a Residential Lot is leased, the Owner must:

(a) promptly notify their real estate or other agent of this by-law; and

(b) ensure that a copy of this by-law is provided to the Occupier in accordance with section 186 of the Strata Schemes Management Act 2015.

2.5 The Owners Corporation must:

(a) deal with any application under clause 2.2(a) in a timely manner;

(b) return the bond or balance remaining after the Owners Corporation's costs have been deducted under the by-law (including but not limited to costs under clause 3.1), within 1 month of the transportation of the Bulky Goods or at the completion of any required repairs in accordance with clause 2.3, whichever is the later; and

(c) the Owner will remain liable for any additional amount, in excess of the bond, required to rectify the damage.

### **PART 3 ENDURING OBLIGATIONS**

#### 3.1 An Owner or Occupier:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
- (b) must comply with any approval or directions of the Building Manager given under this by-law;
- (c) remains liable for any damage to lot or common property arising out of the transportation of the Bulky Goods; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of the Bulky Goods to the extent permitted by law.

### **Special by-law no. 26 – Empowering by-law – delegation of minor renovations**

#### **PART 1 DEFINITIONS & INTERPRETATION**

##### 1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60341.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.
- (e) **Lot** means a lot in strata scheme 60341.
- (f) **Owner** or **Occupier** in respect of a lot means the owner or occupier of that Lot.

##### 1.2 In this by-law a word which denotes:

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

#### **PART 2 GRANT OF RIGHTS**

2.1 In addition to its powers under *the Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

### **PART 3.1**

#### **During construction**

3.1 Whilst the Minor Renovations are in progress the Owner must:

- (a) if applicable, use duly licensed employees, contractors or agents to conduct the Minor Renovations;
- (b) ensure the Minor Renovations are conducted in a proper and workmanlike manner and comply with the current Nation Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Minor Renovations during times reasonably approved by the Owners Corporation;
- (e) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (f) protect all affected areas of the building outside the Lot from damage relating to the Minor Renovations or the transportation of construction materials, equipment and debris;
- (g) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris; and
- (h) ensure that the Minor Renovations do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

### **PART 3.2**

#### **After construction**

3.2 After the Renovations have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Minor Renovations have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations and not permitted by this by-law has been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Minor Renovations.

### **PART 3.3**

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

3.3 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Minor Renovations;
- (b) remains liable for any damage to lot or common property arising out of the Minor Renovations;
- (c) must make good any damage to lot or common property arising out of the Minor Renovations; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Minor Renovations to the extent permitted by law.



## **Special by-law no. 27 – Notice board**

- (1) An owners corporation must cause a notice board to be affixed to some part of the common property.
- (2) Notice may be given by causing a copy of the notice to be prominently display on the common property notice board.
- (3) The notice board will be maintained in a manner to facilitate a meeting of eligible tenants for the purpose of nominating a tenant representative of the strata committee pursuant to the requirements set out in regulation 7 of the *Strata Schemes Management Regulation 2016*, as amended or replaced from time to time.
- (4) Notice of the eligible tenants meeting must be provided at least 14 days before the annual general meeting.

## **Special by-law no. 28 – By-law regarding overcrowding**

### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **LEP** means the Local Environmental Plan applicable to strata scheme 60341 as amended from time to time.
- (b) **Lot** means a lot in the Strata Scheme.
- (c) **Occupier** means the occupier of the Lot from time to time.
- (d) **Owner** means the owner of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60341.
- (f) **Persons** does not include any children below the 16 years and under.
- (g) **Strata Scheme** means strata scheme

1.2 In this by-law a word which denotes:

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

### **PART 2 RIGHTS**

- 2.1 An Occupier or Owner must not permit more than 2 Persons to lodge, reside or otherwise permanently occupy a one bedroom unit or studio in the Strata Scheme.
- 2.2 An Occupier or Owner must not permit more than 4 Persons to lodge, reside or otherwise permanently occupy a two bedroom unit in the Strata Scheme.

2.3 An Occupier or Owner must not permit more than 6 Persons to lodge, reside or otherwise permanently occupy a three bedroom unit in the Strata Scheme.

2.4 An Occupier or Owner must not permit more than 8 Persons to lodge, reside or otherwise permanently occupy a four bedroom unit in the Strata Scheme.

### **PART 3 EXCEPTIONS**

3.1 The restrictions on occupancy imposed by Part 2 in regards to Persons who may reside in a Lot has no effect if all of Persons who reside in the Lot are related to each other.

3.2 For the purposes of clause 3.1 of this by-law, a Person is related to another person who resides in a Lot if:

(a) the Person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other Person, or

(b) the Person is such a relative of the other Person's spouse or de facto partner or former spouse or de facto partner, or

(c) the Person is the spouse or de facto partner of the other Person, or

(d) the Person is the carer of, or is cared for by, the other Person.

3.3 For the purposes of this by-law, a person who is an Aboriginal person or a Torres Strait Islander is also related to another Person if the person is, or has been, part of the extended family or kin of the Person according to the indigenous kinship system of the Person's culture.

3.4 An Occupier or Owner must ensure that the Lot is not used for any purpose that is prohibited by law or in contravention of the LEP.

### **Special by-law no. 29 – Short-term rental accommodation arrangement**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.

(b) **Fair Trading Act** means the *Fair Trading Act 1987* (NSW).

(c) **Lot** means a lot in strata scheme 60341

(d) **Owner or Occupier** means the occupier of a Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60341.

(f) **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW).

(g) **Short-term Rental Accommodation Arrangement** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, other than in accordance with the Residential Tenancies Act. Short-term Rental Accommodation Arrangement includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

## **PART 2**

### **RESTRICTIONS OF SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENT**

2.1 An Owner and Occupier is permitted to use their Lot for the purposes of Short-term Rental Accommodation Arrangement provided the Lot is the principal place of residence of the Owner or Occupier who is giving the right of occupation.

2.2 An Owner or Occupier cannot use their Lot for the purposes of Short-term Rental Accommodation Arrangement if the Lot is not the principal place of residence of the Owner or Occupier who is giving the right of occupation.

2.3 An Owner or Occupier shall not at any time breach:

(a) any development consent condition of the Owners Corporation;

(b) any Environmental Planning Instrument; and

(c) any code of conduct with respect to Short-term Rental Accommodation Arrangement issued by the NSW Office of Fair Trading or any other authority, company or individual which replaces or performs that same function.

### **Special by-law no. 30 – Lot 139 works**

#### **1 APPROVAL OF WORK**

##### **1.1 Work**

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

##### **1.2 Exclusive use**

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

##### **1.3 Building Works**

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

(a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

## **1.4 Ongoing maintenance and use**

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

## **1.5 Access**

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

## **1.6 Indemnity**

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

## **1.7 Default**

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

## **1.8 Scope of Works**

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

## **2 Methods and procedures**

### **2.1 Approvals**

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

## **2.2 Consent**

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

## **2.3 Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

## **2.4 Liability for occupiers and invitees**

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

## **2.5 Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

## **2.6 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.6 a reference to property includes the common property or personal property vested in the owners corporation.

## **2.7 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 2.6 must, except as may be provided otherwise herein:

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

## **2.8 Power to carry out work and recover costs**

Within the meaning of section 120 of the Management Act, if:

(a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

(b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

## **2.9 Application of the Civil Liability Act 2002**

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## **2.10 Recovery of amounts**

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

**Note.** *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

## **2.11 Alteration of building affecting lot boundary**

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

## **3 Definitions and interpretation**

### **3.1 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

(a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

### **3.2 Functions of the owners corporation**

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### **3.3 Severability**

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### **3.4 Definitions**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

**Approval** means:

(a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

(b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

(c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means lot 139 in the strata scheme bearing folio identifier 139/SP60341;

**Authorised Owner** means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

**Authority** means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Building Works Conditions** means the provisions of Annexure A;



**Building Works** has the meaning given to it in the Building Works Conditions;

**Common Property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Exclusive Use Area** means:

(a) those parts of the common property which are occupied by the Permitted Works (once complete); and

(b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:

(i) only accessible from within that premises; or

(ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

**Management Act** means the Strata Schemes Management Act 2015;

**Occupier** means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**Owner** means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

**Owners Corporation** means the owners corporation created on registration of the strata plan;

**Permitted Work** means Building Works as set out in the Scope of Works.

**Resolution** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

**Scope of Works** means the Scope of Works in Annexure B;

**Strata Plan** means strata plan number 60341; and

**Strata Scheme** means the strata scheme relating to the strata plan.

## **ANNEXURE A      BUILDING WORKS CONDITIONS**

### **1 Building Works Conditions**

#### **1.1 General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

#### **1.2 Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

#### **1.3 Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

## **1.4 Plans and specifications**

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

## **1.5 Insurance**

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

## **1.6 Ownership of works**

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

## **1.7 Definitions**

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time;

**You** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**Your** has a corresponding meaning to You.

## **ANNEXURE B      SCOPE OF WORKS**

### **1 Scope of Works**

#### **1.1 Bathroom**

Renovation of the bathroom of the Authorised Lot including:

- (a) removal of all fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

#### **1.2 Ensuite**

Renovation of the bathroom of the Authorised Lot including:

- (a) removal of all fixtures, fittings, cabinetry, bathtub, shower, toilet suite and vanity;
- b) installation of new fixtures, fittings, cabinetry, bathtub , shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works;
- (e) installation of a ceiling mounted heat lamp; and
- (f) plumbing and electrical works as necessary.

### **Special by-law no. 31 – Window safety devices – child safety**

#### **Introduction**

1. This by-law sets out the requirements relating to window safety devices – child safety and is made for the purpose of the control, management, administration and use of the lots and common property for the strata scheme.

#### **Definitions**

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

**Act** means the *Strata Schemes Management Act 2015* (NSW);

**lot** means any lot in the strata plan;

**occupier** means the occupier, lessee or licensee of a lot.

**owner** means the owner of a lot in the strata plan and includes any successor in title to the current owner of the lot;

**Regulation** means the *Strata Schemes Management Regulation 2016* (NSW);

**strata plan** means strata plan 60341 and any subdivision of that strata plan.

**window safety device** means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Act and/or the Regulation.

**Obligation not to remove, interfere with, or damage window safety device**

- 3. An owner or occupier of a lot must not remove, interfere with or damage a window safety device.
- 4. An owner (or, if the property is let to tenant(s), the owner's real estate or letting agent), or occupier of a lot must notify the owners corporation in writing immediately if a window safety device has been removed, is inoperable, or is damaged.

**Recovery of costs and debt**

- 5. If a window safety device becomes inoperable due to wear and tear or otherwise through no fault of the owner or occupier of a lot the owners corporation is liable of the costs of maintenance, repair or replacement of the window safety device.
- 6. If an owner or occupier of a lot removes, interferes with or damages a window safety device, the owner or occupier is liable and must indemnify the owners corporation:
  - (a) against any actions, proceedings, claims, demands, liabilities, expenses, losses or damage the owners corporation incurs as a result of the removal, interference or damage;
  - (b) for the costs and expenses incurred by the owners corporation to repair or replace the window safety device.
- 7. If an owner or occupier of a lot is liable to indemnify the owners corporation pursuant to this by-law, the owner or occupier must pay such debt 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 simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt. If the debt is due by the owner of a lot it may be included on the lot ledger.