

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 70294

CONTENTS

1 City Quarter and the Community Scheme

- 1.1 Community Scheme
- 1.2 Members of the Community Association

2 Community Management Statement

- 2.1 Overview
- 2.2 Consents under the Community Management Statement
- 2.3 Who must comply?

3 Architectural Code

- 3.1 Purpose
- 3.2 Who must comply?

4 How Do These By-Laws Work?

- 4.1 Purpose
- 4.2 Who must comply?

5 Your Rights and Obligations

6 Carparking Spaces

7 Using the Carwash Bay

- 7.1 Requirements for Use
- 7.2 Obstruction
- 7.3 Other Obligations

8 Installation an Airconditioning Unit

- 8.1 What are your Rights?
- 8.2 What Consents do you require?
- 8.3 Obligations when you install an Airconditioning Unit
- 8.4 What are your Ongoing Obligations?
- 8.5 Noise Controls

9 Exclusive Use for Storage

- 9.1 Exclusive Use By-Law
- 9.2 Grant of Rights
- 9.3 Obligations of the Owner
- 9.4 Occupier may Exercise Rights
- 9.5 Repairing Damage
- 9.6 Indemnity
- 9.7 Obligations of the Owners Corporation

10 Restricted Common Property

- 10.1 Exclusive Use and Special Privileges
- 10.2 Rights and Obligations of the Community Association
- 10.3 Agreements
- 10.4 Obligations of the Owners Corporation
- 10.5 Owners Corporation's Obligations

11 Agreements made by the Community Association

- 11.1 Powers of the Community Association
- 11.2 Obligations of the Owners Corporation
- 11.3 Deeds
- 11.4 Other Agreements for Services

12 Agreement with the Building Manager

- 12.1 Purpose of the Agreement
- 12.2 Restrictions on Appointment
- 12.3 Delegation of Functions
- 12.4 Term of the Agreement
- 12.5 Remuneration
- 12.6 Duties
- 12.7 Other Services
- 12.8 Other Agreements
- 12.9 Third Parties
- 12.10 No Serviced Apartments

13 The Building Manager and You

14 Interpretation

- 14.1 Definitions
- 14.2 References to Certain Terms
- 14.3 Headings
- 14.4 Severability

Special By-Law 1 – Repealed

Special By-Law 2 - Installation of Approved Storage Containers in Carparking Spaces

Special By-Law 3 - Electronic Delivery of Notices

Special By-Law 4 - Installation of Shutters on Balconies

Special By-Law 5 - Limit Short-Term Letting (Itinerant Use)

Special By-Law 6 - Internet Vectoring

Special By-Law 7 – Smoking

Special By-Law 8 – Flooring

Special By-Law 9 – Courtyard

Special By-Law 10 - Balcony Windows

Special By-Law 11 - Parking Bollards

Special By-Law 12 – Lot 118 Renovations

Special By-Law 13 – Lot 84 Renovations

Special By-Law 14 – Keeping of Animals

Special By-Law 15 – Bathroom Renovations

1 City Quarter and the Community Scheme

1.1 Community Scheme

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

1.2 Members of the Community Association

The Members of the Community Association are:

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

2 Community Management Statement

2.1 Overview

The Community Management Statement is an essential document for the management and operation of City Quarter. It explains the rights and obligations of the Community Association, Owners Corporations and Owners and occupiers of lots in City Quarter.

2.2 Consents under the Community Management Statement

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

2.3 Who must comply?

The Community Association, Owners Corporations and the Owners and occupiers of lots in City Quarter (including you and the Owners Corporation) must comply with the Community Management Statement.

3 Architectural Code

3.1 Purpose

The Architectural Code for City Quarter has been adopted by the Community Association according to the Community Management Statement. The purpose of the Architectural Code is to protect the architectural and landscape integrity of City Quarter.

3.2 Who must comply?

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

4 How do these By-Laws work?

4.1 Purpose

These by-laws are about local issues which affect Aquilon.

4.2 Who must Comply?

You must comply with these by-laws if you are the Owner or Occupier of a Lot in Aquilon. The Owners Corporation must also comply with these by-laws.

5 Your Rights and Obligations

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

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

6 Carparking Spaces

Carparking Spaces

6.1 When does this By-Law Apply?

This by-law applies to car spaces that are part Lots, utility Lots or exclusive use areas.

6.2 Use of Car Spaces

You may only use your car space for the parking of registered and operational motor vehicles and motor cycles.

6.3 Car spaces may only be used by:

- (a) the owner;
- (b) the tenant; or
- (c) a friend, relative or guest of the lot owner, resident or tenant who has been authorized to use the carparking space.

6.4 Restrictions on Use

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

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

6.5 Owners Corporation Not Liable

The Owners Corporation is not responsible for:

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

6.6 If you do not comply with this by-law, the owners corporation may take action against you which may result in orders being made or penalties being imposed on you.

6.7 Definitions

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

- (a) "car space" means a lot or part of a lot that is noted on the strata plan as a car space or garage that is used or is designed to be used for the parking of a motor vehicle;
- (b) "lot" means a lot in any of strata schemes SP70294;
- (c) "owner" means the owner for the time being of a lot;
- (d) "prohibited person" means a person who is not an owner, resident or tenant or who is not a friend, relative or guest of an owner, resident or tenant;
- (e) "resident" means a person in lawful occupation of a lot (including an owner who occupies a lot);
- (f) "strata plan" means Strata Plan No. 70294 and any subdivisions or consolidations thereof;
- (g) "strata scheme" means the strata scheme based on the strata plan;

- (h) "tenant" means the lessee of a lot whether pursuant to a residential tenancy agreement, lease, commercial lease or otherwise; and
- (i) "you" means the owner or occupier of a lot.

Note - There are No visitors car spaces in SP70294.

7 Using the Carwash Bay

7.1 Requirements for Use

Subject to this By-Law, you may use the Carwash Bay during the hours nominated by the Owners Corporation.

7.2 Obstruction

You must not unreasonably obstruct the use of the Carwash Bay by other Owners and Occupiers. In particular, you may park your vehicle in the Carwash Bay only during the periods you use the Carwash Bay facilities to wash your vehicle.

7.3 Other Obligations

When you have finished using the Carwash Bay, you must:

- (a) turn off all taps you have used; and
- (b) leave the Carwash Bay clean and tidy.

8 Installing an Airconditioning Unit

8.1 What are Your Rights?

You may install an Airconditioning Unit on the balcony or loggia of your Lot provided that you comply with this by-law and obtain the consents required under this by-law.

8.2 What Consents do you Require?

Before you install an Airconditioning Unit, you must obtain consent from the Owners Corporation:

- (a) for the make, model, noise output, water runoff, proposed location of the evaporator or compressor and indoor unit and the proposed hours of operation of the unit; and
- (b) to make any alterations to Common Property necessary to make the installation (eg run wires or pipes through the Common Property wall or door onto the balcony or loggia of your Lot).

8.3 Obligations when you Install an Airconditioning Unit?

If you install an Airconditioning Unit according to this By-Law, you must:

- (a) comply with the Architectural Code;
- (b) comply with the reasonable requirements of the Owners Corporation about the times during which the installation is made; and
- (c) ensure that the installation is made by a contractor who is duly licensed according to the *Building Services Corporation Act 1989 (NSW)*; and
- (d) promptly rectify any damage you (or a person acting on your behalf) cause to Common Property or the property of another Owner or Occupier.

8.4 What are Your Ongoing Obligations?

If an Airconditioning Unit is installed in your Lot, you must:

- (a) properly maintain, repair and, where necessary, replace the Airconditioning Unit; and
- (b) dispose of any condensation and run-off from the Airconditioning Unit; and
- (c) promptly rectify any damage caused by the operation of the Airconditioning Unit to another Lot or Common Property; and
- (d) comply with the requirements of Sydney City Council and Government Agencies about the operation and use of airconditioning units.

8.5 Noise Controls

If an Airconditioning Unit is installed in your Lot, you must not operate the unit in a way or at any time which unreasonably interferes with use and enjoyment by another Owner or Occupier of their Lot.

9 Exclusive Use for Storage

9.1 Exclusive Use By-Law

This is an exclusive use by-law according to division 4, chapter 2 in part 5 of the Act. The Owners Corporation may cancel or amend this by-law only with the written consent of the Owner of Lot 130.

9.2 Grant of Rights

The Owner of Lot 130 has:

- (a) exclusive use of Storage Area (a); and
- (b) the special privilege to use Storage Area (a) for the purposes of storage; and
- (c) the special privilege to enclose Storage Area (a) and make minor alterations to Common Property in order to secure or install shelving in that area.

9.3 Obligations of the Owner

The Owner of Lot 130 must:

- (a) keep clean, maintain and repair Storage Area (a) (but not structural maintenance); and
- (b) keep clean, maintain, repair and, where necessary, replace any installation or alteration made to Common Property according to this by-law (whether or not the Owner made the installation or alteration); and
- (c) not keep flammable materials or rubbish in Storage Area (a).

9.4 Occupier may Exercise Rights

The Owner of Lot 130 may allow any Occupier of that Lot to exercise the Owner's rights under this by-law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with the Owner's obligations under this by-law.

9.5 Repairing Damage

The Owner must repair damage which the Owner (or someone acting on their behalf) causes to Common Property or the property of another Owner or Occupier when exercising rights or complying with obligations under this by-law.

9.6 Indemnity

The Owner of Lot 130 indemnifies the Owners Corporation against all claims and liability caused by exercising the rights or complying with the obligations of the Owner under this by-law.

9.7 Obligations of the Owners Corporation

Subject to this by-law, the Owners Corporation must make structural repairs to Storage Area (a) (other than to installations and alterations made by the Owner of Lot 130 according to this by-law).

10 Restricted Common Property

10.1 Exclusive Use and Special Privileges

According to By-Law 63 in the Community Management Statement, the Owners Corporation grants the Community Association:

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

10.2 Rights and Obligations of the Community Association

The Community Association must:

- (a) control, manage, operate, maintain and replace Restricted Common Property according to this by-law; and
- (b) have consent from the Owners Corporation before it replaces Restricted Common Property; and
- (c) repair damage to Restricted Common Property caused by exercising rights or complying with obligations under this by-law; and
- (d) repair damage to the property of an Owner or Occupier caused by exercising rights or complying with obligations under this by-law; and
- (e) be responsible for the costs of the Restricted Common Property, according to the Community Land Management Act 1989; and

- (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

10.3 Agreements

The Community Association may make agreements with other persons (eg the site manager appointed by it under the Community Management Statement) to exercise its rights or functions under this by-law.

10.4 Obligations of the Owners Corporation

Under By-Law 63 of the Community Management Statement, Restricted Common Property is available for use by:

- (a) Owners and Occupiers of Lots in Aquilon; and
- (b) Owners and Occupiers in other strata schemes in City Quarter.

10.5 Owners Corporation's Obligations

The Owners Corporation must ensure that:

- (a) Restricted Common Property is available for use according to By-Law 10.4 and By-Law 63 of the Community Management Statement; and
- (b) the Community Association has access to Restricted Common Property so that the Community Association may comply with its obligations under the *Community Land Management Act 1989* (NSW) and the Community Management Statement.

11 Agreements made by the Community Association

11.1 Powers of the Community Association

Under the By-Laws 44, 45 and 46 of the Community Management Statement, the Community Association has the power to make agreements on behalf of the Owners Corporation:

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

11.2 Obligations of the Owners Corporation

The Owners Corporation must:

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

11.3 Deeds

The Owners Corporation may enter into a deed with the Community Association to confirm its ratification of agreements which the Community Association makes on its behalf under By-Laws 44, 45 and 46 of the Community Management Statement.

12 Agreement with the Building Manager

12.1 Purpose of the Agreement

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

12.2 Restrictions on Appointment

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

- (a) By-Law 11; and
- (b) By-Law 45 in the Community Management Statement.

12.3 Delegation of Functions

The Owners Corporation cannot delegate its functions or the functions of its Executive Committee to the Building Manager.

12.4 Term of the Agreement

Subject to the law, the term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about;

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

12.5 Remuneration

The remuneration of the Building Manager for the duration of the agreement may be at the discretion of the Owners Corporation.

12.6 Duties

The duties of the Building Manager may include:

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

12.7 Other Services

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

12.8 Other Agreements

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

12.9 Third Parties

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

12.10 No Serviced Apartments

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

13 The Building Manager and You

You must not:

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

14 Interpretation

14.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Act means the Strata Schemes Management Act 1996 (NSW).

Airconditioning Unit means a split system airconditioning unit, including all pipes, wires, cables and ducts servicing the unit.

Aquilon means the strata scheme created on registration of the strata plan accompanying these by-laws.

Architectural Code means the architectural and landscape code adopted by the Community Association according to the Community Management Statement.

Building Manager means the person appointed by Owners Corporation under By-Law 11.

Carwash Bay means the Common Property carwash bay located on level 1 of Aquilon.

City Quarter means community scheme number DP No. 270241.

Common Property means:

- (a) common property in Aquilon; and
- (b) person property of the Owners Corporation.

Common Property does not include:

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

Community Association means Community Association DP No. 270241.

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

Government Agency means a governmental or semi governmental administrative, fiscal or judicial department or entity.

Lot means a lot in Aquilon.

Occupier means an occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) the mortgagee in possession of a Lot.

Owners Corporation means the owners corporation for Aquilon.

Restricted Common Property means:

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

Storage Area (a) means the Common Property area marked (a) on the strata plan for Aquilon.

14.2 References to Certain Terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws, exclusive use by-laws and special privilege by-laws which are in force for Aquilon; and
- (d) **(anything)** anything includes the whole or each part of it; and
- (e) **(variations and replacements)** a document (including the by-laws) includes any variation or replacement of it; and
- (f) **(references to statutes)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (g) **(person)** a person includes an individual, firm, a body corporate, an incorporated association or an authority; and
- (h) **(executors, administrators, successors)** a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) **(singular includes plural)** the singular includes the plural and vice versa; and
- (j) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to the example or examples of a similar kind.

14.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

14.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

Special By-Law 1 – Installation of Shutters on Balconies (AE480175D) is REPEALED (AK602693F)

Special By-Law 2 – Installation of Approved Storage Containers in Carparking Spaces (AF206973H)

PART 1 – DEFINITIONS & INTERPRETATION

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

- (a) **Act** means the *Strata Schemes Management Act, 1996*
- (b) **Approved Storage Container** means a Space Commander over car bonnet storage box model SC2511 or similar model or design as approved by the Owners Corporation.
- (c) **Building** means the building situated at 4 Alexandra Drive, Camperdown.
- (d) **Installation** means all work associated with the installation in a lot of an Approved Storage Container.
- (e) **Lot** means the following lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 17, 20, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 61, 62, 63, 64, 65, 66, 67, 68, 72, 73, 74, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 131, 132, 133, and 134 in strata plan 70294.
- (f) **Manager** means the building manager for the scheme appointed by the Owners Corporation from time to time.
- (g) **Owner** means the owner of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 70294.

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

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

1.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 2 – RIGHTS

2.1 Despite By-Law 5 of Schedule One of the Strata Schemes Management Act 1996 and subject to the conditions in Part 3 of this by-law, the Owner may install and maintain the Approved Storage Container to Common Property where necessary.

PART 3 – CONDITIONS

Maintenance

- 3.1 The Owners must properly maintain and keep the Common Property to which the Approved Storage Container is attached in a state of good and serviceable repair.
- 3.2 The Owner must properly maintain and keep the Approved Storage Container in a state of good and serviceable repair and must replace the Approved Storage Container as reasonably requested from time to time.

Style and Design

- 3.3 When carrying out the Installation, the Owner must ensure the Approved Storage Containers:
 - (a) are in keeping with the overall appearance of the building;
 - (b) are of a style, design, colour and specification as approved by the Owners' Corporation;and

- (c) do not interfere with the use or enjoyment of any other lot or common property.

Performance of Building Works

3.4 When carrying out the Installation, the Owner must:

- (a) protect all areas of the building outside their lot from damage when carrying out the Installation;
- (b) keep all areas of the building outside their lot clean and tidy when carrying out the Installation;
- (c) remove all debris resulting from the Installation immediately from the lot; and
- (d) comply with the requirements of the Owners' Corporation to comply with any other by-laws concerning the installation of the Installation.

Liability

3.5 The Owner will be liable for any damage caused to any part of the Common Property as a result of the Installation and will make good that damage immediately after it has occurred.

Indemnity

3.6 The Owner must indemnify the Owners' Corporation against any loss or damage the Owners' Corporation suffers as a result of carrying out the Installation on Common Property including liability under section 65(6) of the Act in respect of any property of the Owner.

Cost of Installation

3.7 The council approvals, construction, installation, maintenance and repair of the Installation will be at the cost of the Owner.

Licensed Contractor

3.8 The Installation shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by:
 - (i) the local council if the works are of a nature that required development consent from the local council;
 - (ii) all other applicable regulatory authorities; and
 - (iii) the Owners' Corporation.

Owners Fixtures

3.9 The Approved Storage Container shall remain the Owner's fixtures.

Right to Remedy Default

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

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

Special By-Law 3 – Electronic Delivery of Notices (AH165865K)

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-Law 4 – Installation of Shutters on Balconies AMENDED (AN103615K) to read as follows:

1. DEFINITIONS

The following terms are defined to mean:

"**Building Works**" means building works, or the supply of related goods or services, done, required to be done, or permitted to be done under or in connection with this by-law, and includes (without limitation) the Installation.

"Owner" means the Owner or Owners for the time being of Lots 1, 3, 4, 5, 6, 7, 8, 9, 17, 18, 19, 27, 28, 29, 37, 38, 39, 52, 53, 59, 60, 61, 62, 63, 69, 70, 71, 72, 73, 79, 80, 81, 82, 83, 89, 90, 91, 92, 93, 99, 100, 101, 102, 103, 109, 110, 111, 112, 113, 125, 126, 127 & 129 in the strata scheme, in respect of the Lot owned by that Owner only.

"Shutters" means shutters that are of extruded aluminium construction with: 90mm aerofoil elliptical operable blades, of six equal, foldable, Framed Panels, top track fixed into concrete and bottom track fixed to existing balustrade with a silver anodized finish to match the existing balustrade, or as approved by the Executive Committee of the Owners Corporation from time to time.

"Framed Panels" must include a top/bottom rail no wider than 85mm, and vertical stile no wider than 60mm and shall not contain a mid-rail.

"Installation" means all work associated with the affixing of the Shutters onto the balconies of the Owner's Lots.

"Owners Corporation" means the Owners – Strata Plan No 70294.

"strata scheme" means the strata scheme based on registered strata plan number 70294.

"Community Association" means the community association D.P. No 270241.

Except to the extent that the context otherwise requires, terms defined in the *Strata Schemes Management Act 2015* have the same meaning here. A reference to legislation includes a reference to any amending or replacing legislation, or any instrument, regulation or rule made under legislation.

2. RIGHTS

Despite By-Law 5 of the strata scheme and subject to the conditions in paragraph 3 of this by-law, the Owner may install and maintain the Building Works to Common Property where necessary to effect the Installation.

3. CONDITIONS

(a) Approval of Design and Finishes

Before carrying out any Installation, the Owner must provide to the Owners Corporation a final copy of the design and finishes of the Shutters to be installed.

(b) Maintenance

The Owners must properly maintain and keep the Common Property to which the Building Works are attached in a state of good and serviceable repair.

The Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably requested by the Owners Corporation from time to time.

(c) Style and Design

When carrying out the installation, the Owner must ensure the Shutters:

- (i) are in keeping with the overall appearance of the building; and
- (ii) area of a style, design, colour and specification as approved by the Owners Corporation.

(d) Performance of Building Works

When carrying out the Installation, the Owner must:

- (i) protect all areas of the building outside their lot from damage when carrying out the Installation;
- (ii) keep all areas of the building outside their lot clean and tidy when carrying out the Installation;
- (iii) remove all debris resulting from the Installation immediately from the lot; and
- (iv) comply with the requirements of the Owners Corporation reasonably imposed in order to ensure or promote compliance with any other by-laws concerning the Installation, Building Works or the Shutters.

(e) Liability

The Owner will be liable for any damage caused to any part of the Common Property as a result of Building Works and will make good that damage immediately after it has occurred.

(f) Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out Building Works on Common Property including liability under section 122(6) of *the Strata Schemes Management Act 2015* in respect of any property for the Owner.

(g) Cost of Installation

The Council approvals, construction, installation, maintenance and repair of the Installation, the Shutter and Building Works will be at the cost of the Owner.

(h) Licensed Contractor

The Building Works shall be done:

- (i) in a proper and workmanlike manner and by duly licensed contractors; and
- (ii) in accordance with the drawings and specifications approved by:
 - a. the local council if the works are of a nature that requires development consent from the local council;
 - b. all other applicable regulatory authorities; and
 - c. the Owners Corporation.

(i) Owners Fixtures

The Building works shall remain the Owner's fixtures.

(j) Right to Remedy Default

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

- (i) carry out all work necessary to perform that obligation;
- (ii) enter upon any part of the parcel to carry out that work; and
- (iii) recover the costs of carrying out that work from the defaulting Owner.

Special By-Law 5 – Limit Short-Term Letting (Itinerant Use) (AJ383115P)

PART 1 – GRANT OF POWER

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

THIS BY-LAW TO PREVAIL

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

PART 2 – DEFINITIONS & INTERPRETATION

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Council** means the City of Sydney.
- (c) **Community Management Statement** means the community management statement filed and registered with Deposited Plan 270241.
- (d) **Itinerant Use** means short-term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:
 - (i) to short-term tourists or backpackers; and
 - (ii) in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.
- (e) LEP means Sydney Local Environmental Plan 2012.
- (f) Lot means each and every lot in the Strata Scheme approved for home occupations.
- (g) Minimum Lease Term means a period of more than three (3) months.
- (h) Owner means the owner or occupier of a Lot.
- (i) Strata Scheme means the strata scheme created on registration of Strata Plan 70294 and being located at 4 Alexandra Drive, Camperdown NSW.
- (j) Site Manager has the same meaning as that term defined in the Community Management Statement.
- (k) Zone means zone R1 General Residential, pursuant to the LEP.

- 2.2 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation include references to amending and replacing legislation.

PART 3 – CONDITIONS

Requirement for Development Consent

- 3.1 An Owner acknowledges and agrees that:
- (a) the Strata Scheme is located within the Zone;
 - (b) development consent of the Council for all purposes, except home occupations, is required.
 - (c) Use of the Lot for such purposes as boarding house, hotel or motel accommodation and short-term accommodation may be a purpose for which development consent is necessary;
 - (d) Use of the Lot for such purposes as commercial premises and tourist and visitor accommodation is prohibited within the Zone; and
 - (e) Council has the primary responsibility for enforcing the LEP, but the Strata Scheme may take civil enforcement action against an Owner for breach of the LEP or this by-law.
- 3.2 An Owner who wishes to lease a lot for Itinerant Use, and uses of the nature referred to in Clause 3.1 (c) hereof, must:
- (a) lodge an application for development consent;
 - (b) obtain any necessary approvals from the Council; and
 - (c) provide a copy of the development consent and approval from the Council to the Owners Corporation.
- 3.3 In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:
- (a) an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and
 - (b) an Owner may be restrained by a court order from using a Lot for such purposes.

Prohibitions

- 3.4 An Owner must ensure that the respective Lot is not used for any purpose that:
- (a) is prohibited by law; or
 - (b) is not in accordance with the conditions of the development consent.
- 3.5 An Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the obligations and requirements of the LEP.
- 3.6 An Owner who wishes to lease a Lot for Itinerant Use must not lease a Lot that is less than the Minimum Lease Term.
- 3.7 No more than 2 adults shall occupy any bedroom in a Lot and no bedroom may contain more than two beds (excluding costs and bassinets for children).
- 3.8 The total number of adults residing in a Lot must not exceed twice the number of Council approved bedrooms in that Lot.

Owner's Obligations

- 3.9 Notwithstanding the provisions of section 119 of the Act and, in addition to the requirements of that section:
- (a) an Owner will give to the Owners Corporation a notice specifying the names of any occupiers, the period of their occupancy, and the date of the anticipated termination of the occupancy; and
 - (b) an occupier will give to the Owners Corporation a notice specifying the names of any other or additional occupiers who may stay or reside, for the Itinerant Use, in the Lot within 14 days after the commencement of each use. The notice shall also specify the period of the occupancy of that occupier and the anticipated termination of that occupancy.

- 3.10 The Owners Corporation shall have a right to access the Lot upon the giving of written notice to the Owner or occupier if it is satisfied that the Owner or occupier is in breach of the LEP or this by-law.
- 3.11 Upon service of the notice provided for in Clause 3.10 hereof, the Owner or occupier of a Lot must provide access to the Lot to the Owners Corporation, by its agents or employees, within twenty four (24) hours of such service.
- 3.12 (a) An Owner acknowledges and agrees that if the Owner utilizes the services of the Site Manager provided for in By-Law 45.7 of the Community Management Statement, then the Owner must instruct the Site Manager to comply with the provisions of this by-law.
- (b) Any occupier utilizing the said services of the Site Manager must also instruct him to comply with the provisions of this by-law.

Special By-Law 6 – Internet Vectoring (AK262406D)

PART 1 - GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3:

- a) The power to make requirements for the use of common property in relation to the type of use of the common property Copper Wire telecom infrastructure service.
- b) The duty to regulate the use of the Copper Wire infrastructure which services the Lots.

PART 2 - DEFINITIONS & INTERPRETATION

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Approved Use** means the transmission of NBN service using Vectoring technology. To remove any doubt, non-vectoring NBN transmission is not an approved use.
- (c) **Building** means the building situated at 4 Alexandria Drive, Camperdown, 2050.
- (d) **Copper Wires** means the copper wire telecom infrastructure service connecting the individual Lots to the main telecommunications junction/hub and NBN access point.
- (e) **ISP** mean Internet Service Provider.
- (f) **Lot** means any lot in strata plan 85431.
- (g) **NBN** means the national broadband network.
- (h) **Owner** means the owner and/or occupier of a Lot.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan no.85431
- (j) **Vectoring** means the method of file transfer using Copper Wires that employs the coordination of line signals for reduction of crosstalk levels and improvement of performance.
- (k) **VDSL2**. means Very-high-bit-rate digital subscriber line 2 access technology that exploits the existing infrastructure of Copper Wires.
- (l) **VDSL2 Provider** means a provider of NBN services.

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

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

2.3 Where a term of this by-law contradicts any by-law applicable to the strata scheme then this by-law shall prevail to the extent of that inconsistency.

PART 3 - CONDITIONS

- 3.1 All VDSL2 (NBN) connections must be approved by the Owners Corporation.
- 3.2 An Owner or occupier must not use the common property Copper Wires of the Owners Corporation for connecting to the NBN unless it is for an Approved Use.
- 3.3 An Owner or occupier must not use the Copper Wires for a non-vectoring NBN service at anytime.

- 3.4 In order to obtain the approval in clause 3.1, an Owner or occupier must provide the Owners Corporation with:
 - (a) details of the type of NBN connection and the ISP; and
 - (b) provide evidence that it is for the Approved Use, prior to the date when it is intended to use the NBN
- 3.5 If an Owner or occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) request, in writing, that the Owner or occupier comply with the terms of it;
 - (b) without prejudice to any other rights, be able to disconnect the non-prescribed service from the Copper Wires;

PART 4 - DEFAULT BY OWNER

- 4.1 The Owners Corporation may recover as a debt due from the Owner or occupier all costs associated with enforcing this by-law.
- 4.4 The Owners Corporation may demand a payment of the costs by serving written notice of the amount payable by that Owner on that Owner.
- 4.5 An amount if not paid at the end of one month after it becomes due and payable shall bear, until paid, simple interest at an annual rate of ten percent (10%).
- 4.6 The Owners Corporation may recover, as a debt due an amount not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 7 - Smoking (AK262406D)

- 1) An owner or occupant of a Lot must not smoke tobacco or any substance upon the balcony of the lot or upon the common property, and must not allow any other person to smoke upon the balcony of the lot or upon common property.
- 2) An owner or occupant of a Lot must not allow for smoke to drift from inside their enclosed lot to affect common property or a neighbouring lot.
- 3) An Owner of a Lot must not, after registration of this by-law, enter into a residential tenancy agreement of occupation of the Lot with anyone unless that agreement includes a provision that prohibits the smoking of tobacco or any other substance upon the balcony of the lot or any common property by the occupant and any invitees of the occupant

Special By-Law 8 – Flooring (AM148032H)

1.1 Noise transmission standard

The LnT,w of the hard floor covering of a lot must be 50 or less (other than in an area that is a kitchen, laundry, lavatory or bathroom) plus an allowance of 2 points of tolerance at the testing stage (and in any event that floor must not be a polished or unfinished concrete floor).

In this by-law, **LnT,w** means weighted standardized impact sound pressure level (LnT,w) measured and calculated according to the requirements of International Standard ISO 140-7:1998 "Acoustics – Measurement of sound isolation in buildings and of building elements Part 7: Field measurements of impact noise insulation of floors", 1998 and International Standard ISO717-2:1996 "Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound isolation", 1996 published by the International Organization for Standardization or such amending or replacing standard as may apply from time to time.

1.2 Compliance

The owner and occupier of a lot must ensure and continue to ensure compliance with clause 1.1 of this by-law.

1.3 Application to existing hard floor coverings

The requirements of this by-law apply to any hard floor covering of a lot, whether installed before or after the making of this by-law, except:

- (a) a hard floor covering of a lot installed prior to registration of the Strata Plan.

- (b) a hard floor covering of a lot installed in a manner which complied with law and the by-laws of the strata scheme at the time of its installation.

1.4 Regulation of installations

- (a) Before carrying out any Works an owner or occupier of a lot must pay a Bond to the owners corporation in accordance with clause 1.5 of this by-law that may be dealt with by the owners corporation as provided in this by-law.
- (b) Before carrying out any Works an owner or occupier of a lot must at their own expense provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed Works are likely to achieve compliance with clause 1.1 of this by-law.
- (c) After carrying out Works an owner or occupier of a lot must at their own expense provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the Works achieved compliance with clause 1.1 of this by-law.
- (d) Works must:
 - (i) be carried out solely within the lot which they service and not amount to or involve an addition to, alteration of or erection of a new structure on the common property;
 - (ii) be carried out in accordance with and comply with any applicable law or Approval;
 - (iii) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
 - (iv) be fit for their purpose;
 - (v) be carried out with due diligence and expedition and within a reasonable time;
 - (vi) cause a minimum of damage to and disruption to the use of common property;
 - (vii) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 4:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales);
 - (viii) not affect the structure or support of common property; and
 - (ix) without limitation must not diminish the fire protection or sound insulation performance of common property.
- (e) An owner or occupier of a lot who causes Works to be done must:
 - (i) ensure common property is adequately protected from damage that may be caused by the Works;
 - (ii) ensure any part of common property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works;
 - (iii) ensure all rubbish, debris and excess materials or the like is removed from common property promptly;
 - (iv) 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 the Works or their use, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the owners corporation;
 - (v) properly maintain and keep in a state of good and serviceable repair the Works and renew and replace the Works where necessary;
 - (vi) promptly repair any damage done to the common property or a lot in the strata scheme by or in connection with the conduct of the Works;
 - (vii) undertake any building works (including the supply of related goods or services) which they are required undertake in order to comply with their obligations under this by-law in accordance with this by-law as if they were Works within the meaning of this by-law;
 - (viii) bear the costs of the Works and the cost of complying with their obligations under this by-law.
- (f) Works remain the property of an owner or occupier who causes them to be done.

1.5 Owners corporation's report

If the owners corporation forms the view, in its sole discretion, that the floor of a lot may not comply with clause 1.1 of this by-law, then (without limiting its rights or functions) the owners corporation may obtain a report from a suitably qualified acoustical consultant in respect of the compliance (or otherwise) of the floor with that clause 1.1.

1.6 Bond

- (a) The Bond is an amount to be paid by bank cheque in Australian currency to be determined by the Owners Corporation from time to time (acting reasonably), or if no such determination has been made, the amount of \$1,500.00.
- (b) The owners corporation without demand or notice may have from the Bond such amounts as may be owe by the relevant owner or occupier to the owners corporation as a debt or indemnity under this by-law (or otherwise at law in relation to the Works) in full or partial satisfaction of that debt or indemnity.
- (c) The owners corporation may, without limitation, have from the Bond its costs of obtaining a report under clause 1.5.
- (d) Within 12 months after you have completed the Works, notified the Owners Corporation in writing of the same, and supplied the evidence referred to in clause 1.4(c) the Owners Corporation must refund the Bond to you after the necessary reports have been provided, less any amount that the owners corporation has had or is entitled to have from the Bond this by-law.

1.7 Remediation of breaches

- (a) An owner or occupier of a lot is required to do any work necessary to remediate any breach, or anything that is the result of any breach by them of this by-law, including without limitation work to:
 - (i) repair any damage caused to property, including without limitation the common property or personal property vested in the owners corporation;
 - (ii) clean any rubbish, dirt, debris, or staining caused to property including without limitation from the common property or personal property vested in the owners corporation;
 - (iii) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus including without limitation such systems, services, appliances or apparatuses forming part of the common property or being personal property vested in the owners corporation; and
 - (iv) remediate a breach or non-compliance with any applicable law or the requirements of any Authority caused by that breach of by-law, without limitation including such a breach or non-compliance affecting the common property or any personal property vested in the owners corporation.
- (b) Without limiting clause 1.7(a), an owner or occupier of a lot is required to do any work necessary to bring the floor of their lot into compliance with clause 1.1 of this by-law.
- (c) An owner or occupier of a lot who is required to do work under this clause 1.7 must:
 - (i) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
 - (ii) ensure that such work is done:
 - (A) in accordance with any applicable law and any other applicable requirement of these by-laws; and
 - (B) in a proper and workmanlike manner and exercising due care and skill; and
 - (iii) ensure that such work is done only by contractors or other service providers nominated by the owners corporation from time to time.

1.8 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) 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;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and

- (f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

1.9 Definitions

In this by-law:

Approval means, in connection with the works:

- (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 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (e) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Works or Common Property:

- (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 principle 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;

LnT,w has the meaning given to it in clause 1.1;

Hard Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring; and

Works means building works and related products and services to be done and supplied in accordance with the following:

- (a) the installation of Hard Floor Covering in a lot; and
- (b) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of the works, and the supply of the products and services referred to elsewhere in this definition; and includes as the context may require a reference to the result of those works and related products and services being done and supplied.

1.10 Conflict

- (a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- (b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

1.11 Liability for occupiers and invitees

Except as otherwise provided in this by-law:

- (a) An owner or occupier of a lot is liable for the acts or omissions of their invitees, agents, contractors or employees (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.
- (b) 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, and occupier of their lot) comply with any obligations that they have under these by-laws, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

1.12 Recovery of amounts

Any amount due from an owner or occupier of a lot to the owners corporation in connection with this by-law 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 with this by-law.*

1.13 Functions cumulative

No provision of this by-law 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.

Special By-Law 9 – Courtyard (AN103615K)

1 Courtyard

1.1 Generally

In the Courtyard an owner or occupier of a lot must not, nor facilitate or permit another person to:

- (a) smoke;
- (b) consume alcohol nor use any other drug or substance that limits or impedes mental or physical function;
- (c) be inadequately clothed; nor
- (d) conduct any business (whether for reward or not) except with the express prior written consent of the owners corporation.

1.2 Supervision of others

An owner or occupier of a lot must:

- (a) not allow the use of the Courtyard by their invitees, except when accompanied by that owner or occupier;
- (b) ensure that an adult exercising effective control accompanies any children or incapable person under their supervision when using the Courtyard.

1.3 Functions of the owner corporation

In addition to its other functions, the owner corporation may, in its discretion:

- (a) make rules, not inconsistent with the by-laws, regarding use of the Courtyard;
- (b) close off and refuse access to the Courtyard for any reasonable purpose, including for maintenance, repair, or improvement;
- (c) restrict access to the Courtyard by way of the installation of locks, alarms, communication systems and other security devices; and
- (d) exclude from the use of the Courtyard any person whom the owners corporation considers to be in breach of this by-law, or to have persistently breached this by-law in the past.

1.4 Hours

An owner or occupier must not use nor facilitate or permit the use of the Courtyard between the hours of 10:00pm on any day and 6:30am on the following day.

1.5 Risk

- (a) To the maximum extent permitted by law, owners and occupiers of lot and any other persons who engage in any recreational activity at the parcel do so at their own risk.
- (b) To the extent that owners or occupiers of lots are supplied recreational services under these by-laws having effect as a contract, an owner or occupier of a lot to whom such recreational services are supplied under such a contract engages in any recreational activity concerned at their own risk.
- (c) The owners corporation may cause signs to be displayed in prominent locations near the Courtyard including the provisions of this by-law, as well a Risk Warning.
- (d) The owners corporation may exclude any person from the use of the Courtyard unless that person has read and signed an acknowledgement that they have read and understood the provisions of this by-law, or if they are an incapable person, that:
 - (i) they are under the control of, or accompanied by, another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law; or
 - (ii) a parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law.

1.6 Holding functions

An owner or occupier of a lot may only use the Courtyard for the purpose of a function, party or event with the express prior written permission of the owners corporation and subject to the following:

- (a) for the purposes of this clause, a function or event is any gathering which includes more than 5 people who do not ordinarily reside at the lot of that owner or occupier;
- (b) the owners corporation's written permission may be granted or withheld in its absolute sole discretion and with or without conditions (which conditions, if imposed, must be complied with);
- (c) the owner or occupier must pay a bond to the owner corporation prior to the function to secure compliance with their obligations under this by-law;
- (d) compliance with the remaining provisions of this by-law, and the other by-laws of the strata scheme, is nonetheless required;
- (e) the owners corporation may require that owner or occupier to first sign a permission form containing an acknowledgement that they have read and understood the provisions of this by-law; and
- (f) the owner or occupier must ensure that the common property or any personal property of the owners corporation is not damaged or soiled in connection with the function.

2 Methods and procedures

2.1 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;

- (b) must be paid to the owners corporation in a manner reasonably directed by the owners corporation from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.2 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.

2.3 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.

2.4 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 2.4 a reference to property includes the common property or personal property vested in the owners corporation.

2.5 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.4 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.*

2.6 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.

2.7 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.

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.

3.1 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.

3.2 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.

3.3 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

children means people under the age of 18;

common property means the common property in the strata scheme;

Courtyard means the common property courtyard in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

lot means a lot in the strata scheme;

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;

parent of an incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

recreational activity has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);

recreational services has the meaning provided in sub-section 5N(4) of the Civil Liability Act 2002 (NSW);

Risk Warning means a risk warning for the purposes of section 5M of the Civil Liability Act 2002 (NSW);

strata plan means strata plan number 70294; and

strata scheme means the strata scheme relating to the strata plan.

Special By-Law 10 – Balcony Windows (AN103615K)

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, cost, loss, claim, demand, suit or liability arises by reason of the owners corporation's negligence (or the negligence of the owners corporation's 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.

1.9 Application

Before commencing Permitted Work hereunder, the Authorised Owner (or a person claiming to be an Authorised Owner) ("**Applicant**") must provide to the strata committee of the owners corporation a notice setting out the following:

- (a) A description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is Permitted Work hereunder.
- (b) Evidence, to the reasonable satisfaction of the strata committee, that the other provisions hereof applying to the proposed work are or would be complied with.
- (c) Evidence, to the reasonable satisfaction of the strata committee, that the Applicant is an Authorised Owner hereunder, and that the Applicant has (or will) comply with the obligations they have (or will have) hereunder in respect of the proposed work.

The owners corporation may, at its discretion, elect to charge a fee to the Applicant in connection with the giving of a notice under this clause in an amount determined by the strata committee (acting reasonably) from time to time, in which case the Applicant must, immediately upon demand, pay that fee.

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

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, 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 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

- (i) as reasonably determined from time to time by the owners corporation; or
- (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 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.

2.5 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.

2.6 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.

2.7 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 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 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.*

2.9 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.

2.10 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.

2.11 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.*

2.12 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 each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot 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 70294; 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 the Owner 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 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 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.

1.6 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 \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 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.

1.8 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

2 Scope of Works

2.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

(a) Balcony Windows

The installation of a framed window system servicing the Authorised Lot, of extruded aluminium construction, incorporating a single panel of clear toughened or safety glass to fit existing balcony window openings, being approximately of the dimensions 1775mm x 765mm, and consisting of an aluminium frame fixed into concrete, or concrete blocks on four sides, and a glass panel framed by anodised aluminium and fixed to the external frame by hinges and a locking device, and being substantially as depicted in figure 1.

2.2 Definitions

In this Scope of Works, unless the context otherwise requires:

Excluded Work means:

- (a) any work requiring alteration of the structural elements of the property; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works.

General Specifications means that the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property.

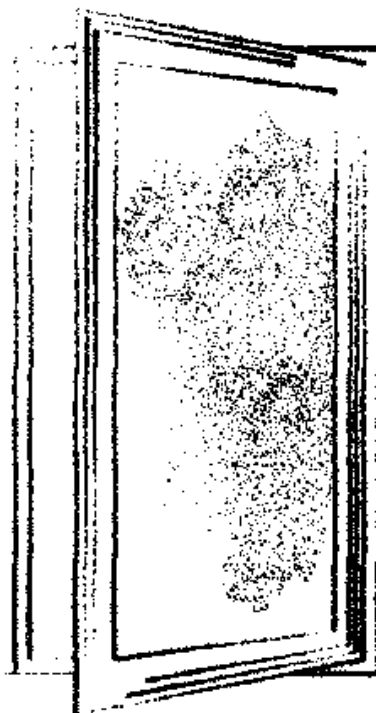


Figure 1

Special By-Law 11 – Parking Bollards (AP133085T)

1 Rights and obligations

1.1 Work

Subject to the conditions herein the Owner may keep the Work.

1.2 Exclusive use

Subject to the conditions herein the Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

If the Owner is required or permitted to do Building Works hereunder, then the Owner must comply, and those Building Works must comply, with the Building Works Conditions.

1.4 Ongoing maintenance and use

The 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 Owner must provide the owners corporation with access to the Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Owner is not also the occupier of the Lot, the 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, on reasonable request of the owners corporation.

1.6 Indemnity

The 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.

1.7 Default

If the 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 Owner.

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 from an owner or occupier of a lot 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.*

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 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.

3.5 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;

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;

lot means a lot in the strata scheme;

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;

occupier's liability means a liability arising at law in connection with breach of a duty of care arising at law in connection with the occupation of premises;

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;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 70294; 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 Relocation

You must, at the Owner's own cost, promptly on demand of the owners corporation, remove or relocate Building Works to permit the owners corporation to exercise a right or meet an obligation of the owners corporation in respect of the parcel arising at law or under the terms hereof and must thereafter reinstate those Building Works.

1.8 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.

Explanatory note (Cl 4(2)(c) Sch 1 SSMA 2015): This motion proposes to adopt a by-law with respect to parking bollards.

Annexure B Scope of Works

1 Scope of Works

Subject to the payment of Installation Costs, the Works are as follows:

Installation of parking bollard

The installation of a removable, lockable bollard in a parking space of the Lot. The bollard shall be provided to an Owner by the owners corporation upon receipt of the Installation Costs. The owners corporation will appoint a contractor to undertake the Works.

Installation Costs

Prior to the Works being undertaken, the Owner is to pay the owners corporation:

1. the cost of the bollard;
2. installation fee; and
3. administrative fee,

the amounts of which shall be determined by the strata committee from time to time.

Special By-Law 12 – Lot 118 Renovations (AQ763512L)

By-law to authorise the owner of Lot 118 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 the 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 is 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 118 in strata scheme 70294.
 - (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. 70294.
 - (f) **Works** means all building works and all related services supplied to effect the renovations in accordance with the plans, structural report prepare by SPAD dated 5 June 2020 and letter from ISC Design Architects dated 26 July 2020, attached to this by-law and marked Annexure "A".
 - (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;
 - (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 National 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 Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a reasonable period of time 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; and
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4 Enduring rights and obligations

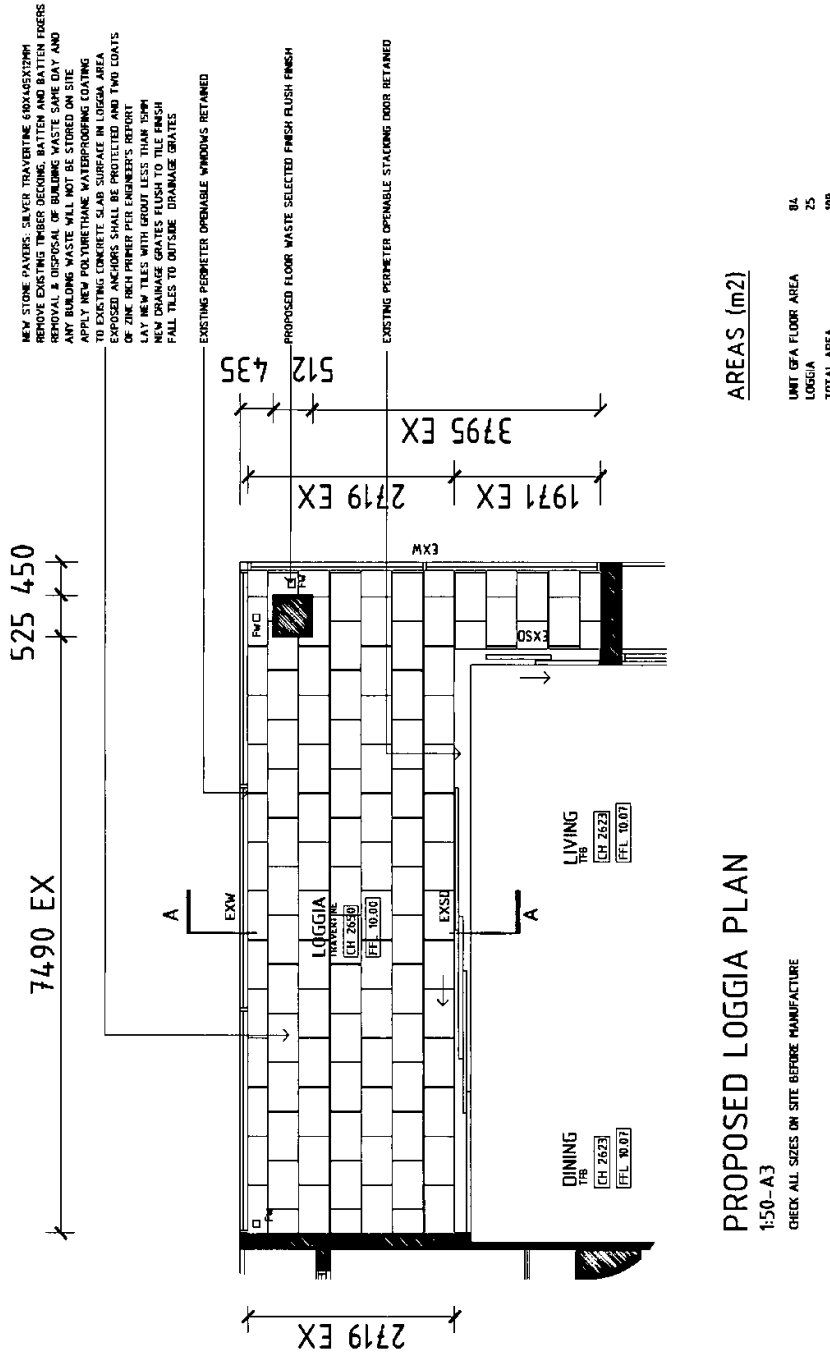
- 3.4 The Owner:
- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
 - (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use 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; and
 - (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

PART 3.5 Development application or complying development certificate

- 3.5 The Owners Corporation consents to the lodgement of the development application or application for complying development certificate (if necessary) made by the Owner to undertake the Works and authorises the strata manager to affix the seal of the Owners Corporation to the application, sign all documents on behalf of the Owners Corporation and do all things reasonably necessary to provide the Owners Corporation's consent to the application.

ANNEXURE "A"
SCOPE OF WORKS
118/SP70294

- Removal of existing timber decking, batten and batten fixers on the balcony;
- Installation of a new polyurethane waterproofing coating and new stone pavers on the balcony, being approximately 610mmx405mmx12mm each;
- Exposed anchors shall be protected and two coats of zinc rich primer applied as per engineer's report;
- Installation of a new drainage grates flush to tile finish



LOGGIA DETAIL
 UNIT 118/4 ALEXANDRA DRIVE, CAMPERDOWN NSW 2050

AREAS (m2)

UNIT GFA FLOOR AREA	84
LOGGIA	25
TOTAL AREA	109

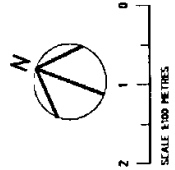
PROPOSED LOGGIA PLAN
 1:50-A3

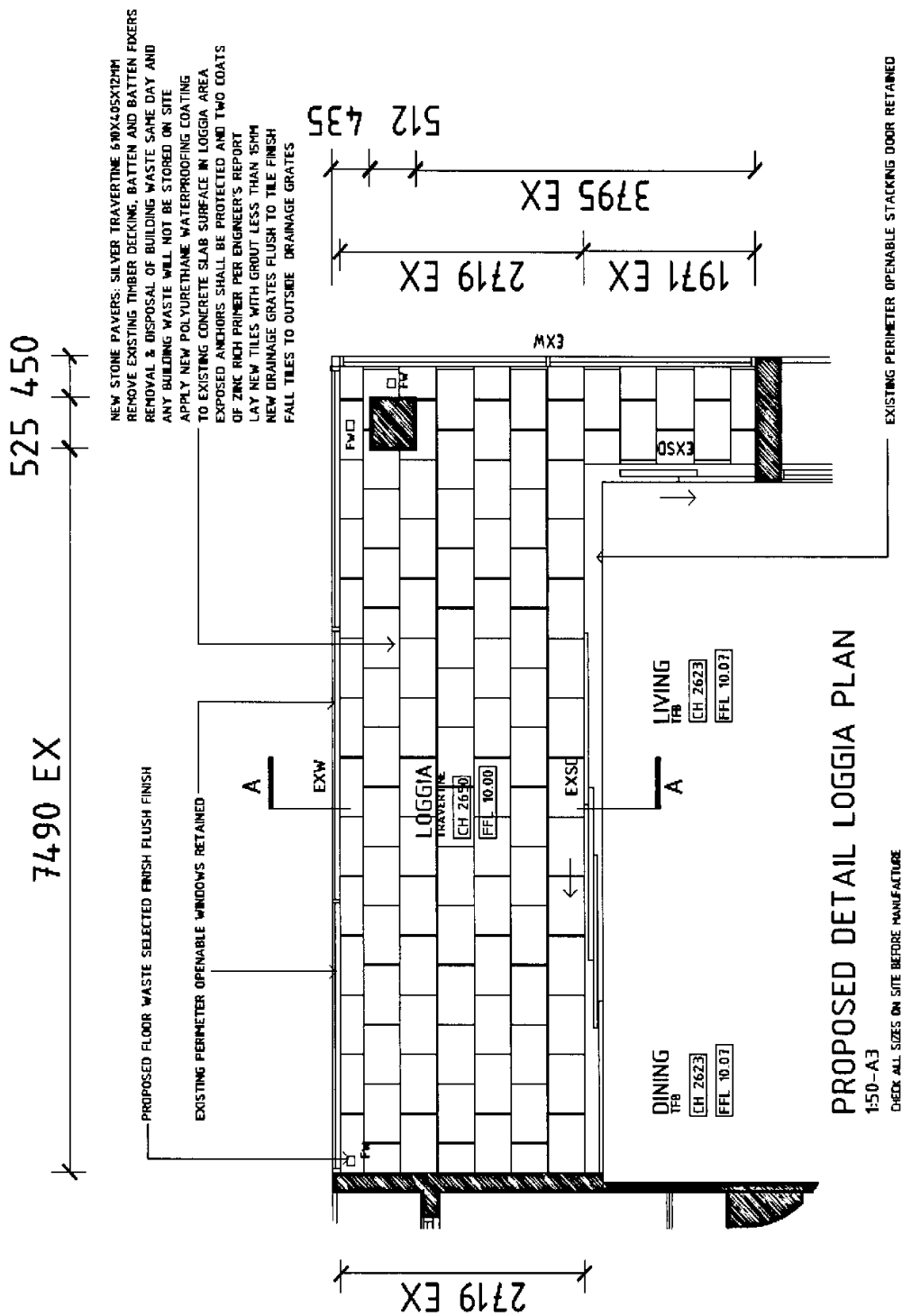
CHECK ALL SIZES ON SITE BEFORE MANUFACTURE

IMPORTANT NOTE--SLIP

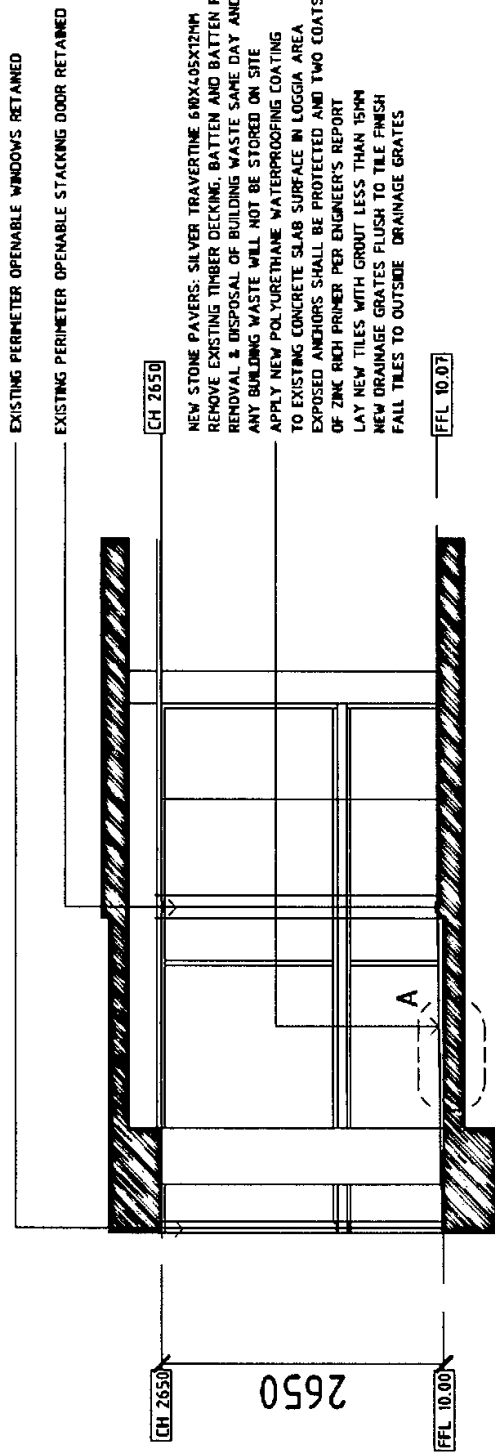
THE ARCHITECT IS NOT MANAGING THE CONSTRUCTION OF THE LOGGIA. THE UNIT OWNER WHO IS RESPONSIBLE FOR (A) SELECTION, (B) LAYING AND (C) MANAGEMENT OF UNIT SHALL CAREFULLY SELECT TILES THAT ARE LOW-SLIP.
 SLIP RESIST. VERY LOW
 SKID RESISTANCE (SRV): S4+
 PENOLITH CLASSIFICATION P5

- LEGEND:**
- VOS VERIFY ON SITE
 - EX EXISTING
 - EXW EXISTING WALLS
 - EXV EXISTING WINDOW
 - EXSD EXISTING STACKING DOOR
 - EXS EXISTING FLOOR
 - SI SKYLINE
 - R REFRIGERATOR
 - CT COUNTERTOP
 - WC WALL OVER
 - BA BATH
 - WC WASHING MACHINE
 - TOILET
 - ST STAIR
 - SH SHOWER
 - LI LINEN
 - TS TUB
 - WT WALL TREATMENT
 - BA BATH
 - OP OPERATOR
 - TR TRASH
 - TRASH FLOOR BOLLARD
 - TRASH CLEANING HEIGHT 800
 - FFL FINISHED FLOOR
 - FLOOR WASTE
 - PWD PAVED





PROPOSED DETAIL LOGGIA PLAN
 1:50-A3
 CHECK ALL SIZES ON SITE BEFORE MANUFACTURE



PROPOSED LOGGIA SECTION
 1:50-A3

IMPORTANT NOTE:-SLIP

THE ARCHITECT IS NOT MANAGING THE CONSTRUCTION OF THE LOGGIA. THE UNIT OWNER WHO IS RESPONSIBLE FOR (A) SELECTION, (B) LAYING AND (C) MANAGEMENT OF UNIT SHALL CAREFULLY SELECT TILES THAT ARE LOW-SLIP.

CLIP RISK: VERY LOW
 SLIP RESISTANCE (R11): SLIP
 POPULOUS CLASSIFICATION: P5



Dimensions Shown are approximate but have taken in consideration accuracy of the above information but does not constitute any representation by the vendor or agent.

NEW STONE PAVERS: SILVER TRAVERTINE 610X405X12MM
 WEIGHT OF PROPOSED TILES SHALL NOT EXCEED 36 KG/SQM
 LAY NEW TILES WITH GROUT LESS THAN 15MM
 NEW DRAINAGE GRATES FLUSH TO TILE FINISH
 FALL TILES TO OUTSIDE DRAINAGE GRATES



DETAIL A PAVING SECTION
 1:25-A3

LOGGIA DETAIL

UNIT 118/4 ALEXANDRA DRIVE, CAMPERDOWN NSW 2050
 IBRAHIM CONLON REGISTERED ARCHITECT NSW #10042 RAIA AICOMOS
 P: +61404459916 E: ibrahim@iscdesign.com.au W: www.iscdesign.com.au

'A' MID ISSUE 26.7.20



05 June 2020

Project number: W034

TO WHOM IT MAY CONCERN

Dear Sir/Madam,

RE: 118/4 ALEXANDRA DRIVE, CAMPEPDOWN.

Certificate For Structural Adequacy

We inspected the above property to investigate the structural feasibility for the proposed replacement of the timber decking with floor tiles on the existing balcony slab.

Subject to the following qualifications, we certify that the proposed modifications are structurally feasible and would not impair the structural integrity of the existing structure.

- The weight of the proposed tiles shall not exceed 38 kg/sq.m.
- The grout for the tiles shall not exceed 15mm.
- All construction shall conform to relevant Australian standards, statutory requirements, and good building practice.
- The existing building is an approved construction and conformed to relevant Australian Standards at the time of construction.
- The existing drilled holes and anchors on balcony slab shall be refilled and protected by non-shrink grout. The exposed anchors shall be protected with two coats of Zinc Rich primer.

Should you have any queries, please feel free to call Paheer on 9565 5558.

Yours faithfully,
SPAD PTY LTD

A handwritten signature in black ink, appearing to read "C. Paheerath". The signature is written over a horizontal line.

Paheer C Paheerathan BScEng, MEngSc, FEAust, CPEng, NPER (Civil & Structural), 142156
Director

SPAD Pty Ltd ABN 47 080 038 571
Consulting Structural & Civil Engineers
114 Pyrmont Bridge Road, Annandale,
NSW 2038 AUSTRALIA

tel: +61 (2) 9565 5558
fax: +61 (2) 9565 5606
info@spadengineer.com.au
www.spadengineer.com.au

Director, Paheer C Paheerathan
BScEng, MEngSc, FEAust, CPEng,
NPER (Civil & Structural)

ISC DESIGN ARCHITECTURAL, DEVELOPMENT & HERITAGE
DESIGN, DOCUMENTATION, REPRESENTATION & ADMINISTRATION
IBRAHIM CONLON REGISTERED ARCHITECT NSW #10042 RAIA AICOMOS
ibrahim@iscdesign.com.au www.iscdesign.com.au
+61404459916 ABN74648069051



26 July, 2020

Strata Management
Building: 4 Alexandra Drive, Camperdown NSW 2050
Per: Angelo Sinibaldi

Dear Sir/Madam

Re: Supporting Letter for Strata

**Proposed Flooring Finish to Existing Loggia
Unit No.118, 4 Alexandra Drive CAMPERDOWN NSW 2050**

Please find enclosed the following documents in support of the above Preliminary Application:

- i) **One (1) Copy of Existing & Proposed Detailed Plans & Sections (PDF)**
- ii) **One (1) Copy of Supporting Strata Letter (PDF)**

I confirm as a registered Architect in NSW, I have visited the existing unit, taken detailed measurements and produced existing & proposed plans. It is my view that all works are internal and minor in nature and don't require approval from council.

Please refer to enclosed engineers certificate stating weight & grout specifications as reflected on plans & sections enclosed.

Feel free to contact me on details below for any questions or additional information

A handwritten signature in black ink, appearing to read 'Ibrahim Conlon'.

Architect Ibrahim Conlon
M.Arch(UTS) B.A Arch(UTS) ADAD(CIT) AICOMOS RAIA
Nominated Responsible Architect under NSW Architect Act 2003 ARB NSW 10042
SEPP65 Competent Designer under the Environmental Planning & Assessment Regulation 2000

ISC Design Architectural Design, Documentation, Representation, Administration & Development Planning
Address; 40 Northcote Street, Auburn NSW 2144 Australia
Mobile; 0404459916
Email; ibrahim@iscdesign.com.au
Website; www.iscdesign.com.au
ABN: 74648069051

www.iscdesign.com.au Residential. Heritage. Mixed-Use. Commercial. Industrial. Retail. SEPP65

Special By-Law 13 – Lot 84 Renovations (AQ763512L)

By-Law under section 108 of the *Strata Schemes Management Act 2015* to authorise the owner of **Lot 84** to add to, alter and erect new structures on the common property.

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) **Building** means the building located at 4 Alexandra Drive, Camperdown NSW 2050.
- (c) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$10,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) insurance required under the *Home Building Act 1989*; and
 - (iii) workers compensation insurance, if required.
- (d) **Lot** means lot 84 in Strata Plan 70294.
- (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. 70294.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - i. **Kitchen:** replacement of kitchen joinery and electrical appliances;
 - ii. **Floors:** replacement of carpet floors throughout unit with new floating wood floor;
 - iii. **Loggia:** replacement of existing loggia tiles;
 - iv. **Bathroom and laundry:** renovation of bathroom and laundry including removal of bath and relocation of amenities, waterproofing and tiling in accordance with plans prepared by McMillan Design and attached to this by-law;
 - v. **Air conditioning system:** installation of split system air conditioning system.
- (h) **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 AND EXCLUSIVE USE

2.1 Authorisation

The Owner is specifically authorised to and has a special privilege to conduct the Works, some of which constitute an alteration to the Common Property.

2.2 The Grant of Exclusive Use

The Owner will have a right to exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

2.3 Rights of the Owners Corporation

The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

2.4 Responsibility for Maintenance and Upkeep

The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

PART 3 CONDITIONS

PART 3.1

Before Commencement

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) provide a complete copy of the *Development Application* (if necessary) to the Owners Corporation to provide their written consent;
- (c) provide a complete copy of the *Construction Certificate Application* (if necessary) to the Owners Corporation to provide their written consent;
- (d) provide a final copy of the *Construction Certificate Plans* stamped by Council or Certifier (if applicable) to the Owners Corporation;
- (e) give the Owners Corporation at least 14 days notice of the commencement of the Works;
- (f) effect and maintain the Insurance and provide a copy of the Certificate of Currency to the Owners Corporation;

PART 3.2

During Construction

3.2.1 Standard of Workmanship

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 National Construction Code of Australia and the Australian Standards and the law;
- (c) carry out all structural work set out in any approved engineering report;
- (d) properly waterproof any wet areas affected by the Works, in particular any bathrooms or ensuites;
- (e) make certain the Works are in accordance with any approved specification;
- (f) make sure no building materials are stored on the Common Property;
- (g) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (h) 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;
- (i) ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation;
- (j) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (k) 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.

3.2.1 Times for Renovation and Operation of Noisy Equipment

The Owner must:

- (a) use reasonable endeavour to cause as little disruption as possible;
- (b) perform the Works between the hours of 8.00am and 4.30pm Monday – Friday and not on weekends or public holidays;
- (c) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am and 3.00pm Monday – Friday and are not used on weekends or public holidays;
- (d) perform the Works within a period of ten (10) weeks from the commencement, or such other period as reasonably approved by the Owners Corporation;
- (e) give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television.

3.2.3 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

PART 3.3

After construction

- 3.3.1** 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; and
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
 - (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works, or works required to rectify any damage to lot or common property, have been completed in accordance with the terms of this by-law.

PART 3.4

Enduring rights and obligations

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

PART 3.5

Breach of this By-Law

- 3.5.1** If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days 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 Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 3.5.2** Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Attached;

1. Scope of Work from McMillan Design
2. Proposed Plans from McMillan Design



t. 0449 184 155
e. anna@mcmillandesign.com.au
a. 197 Spit Rd Mosman NSW 2088
w. mcmillandesign.com.au
ABN 89 824 255 604

11 September 2020

Scope of Works – Strata Plan 70294 – ‘Aquilion’

84/4 Alexandra Drive
Camperdown

Dear Elena,

As previously advised, I am an Interior Designer and am acting on behalf of Kim Frenzel, the owner of 84/4 Alexandra Dr, Camperdown, with respect to the planned renovation of her apartment.

Please see below the updated scope of works regarding this renovation. All works are confined to the above-mentioned unit only and are scheduled to start in November (pending strata approval and availability of trades) and will run for approx. 8-10weeks.

The scope of works are as follows:

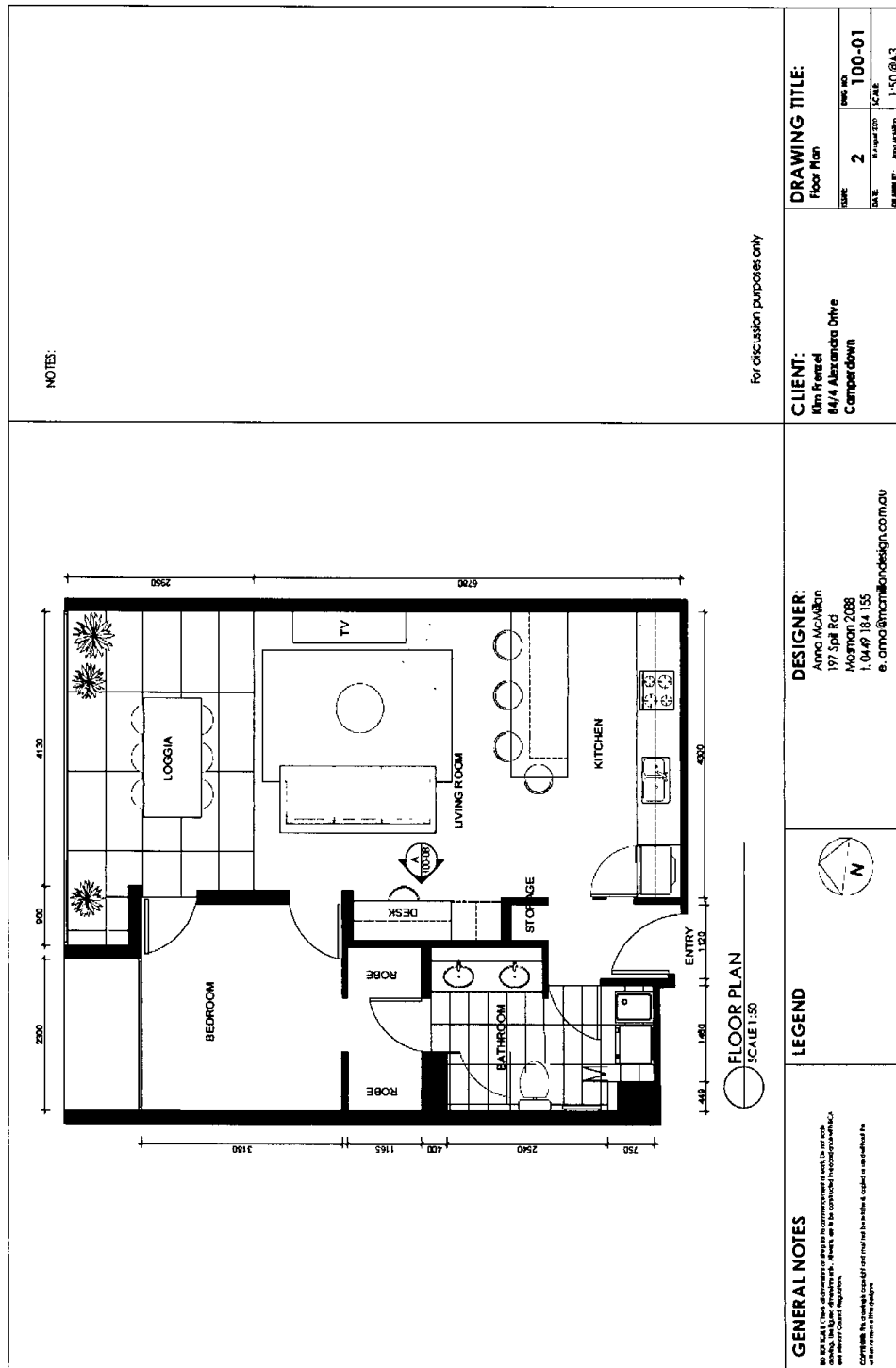
- Replace kitchen joinery and electrical appliances
- Replace carpet floors throughout unit with new floating wood floor
- Replace existing loggia tiles and bathroom tiles with new tiles
- Walls to be re-painted
- Bathroom renovation to include removal of bath and relocation of amenities (as per the attached plan)
- Install split system air conditioning system

Should you have any questions, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink that reads 'Anna McMillan'.

Anna McMillan



NOTES:

For discussion purposes only

DRAWING TITLE:	
Floor Plan	
DATE:	SCALE:
15/04/23	1:50
CLIENT:	PROJECT NO.:
Kim Frenel	100-01
84/4 Alexandra Drive	
Camperdown	

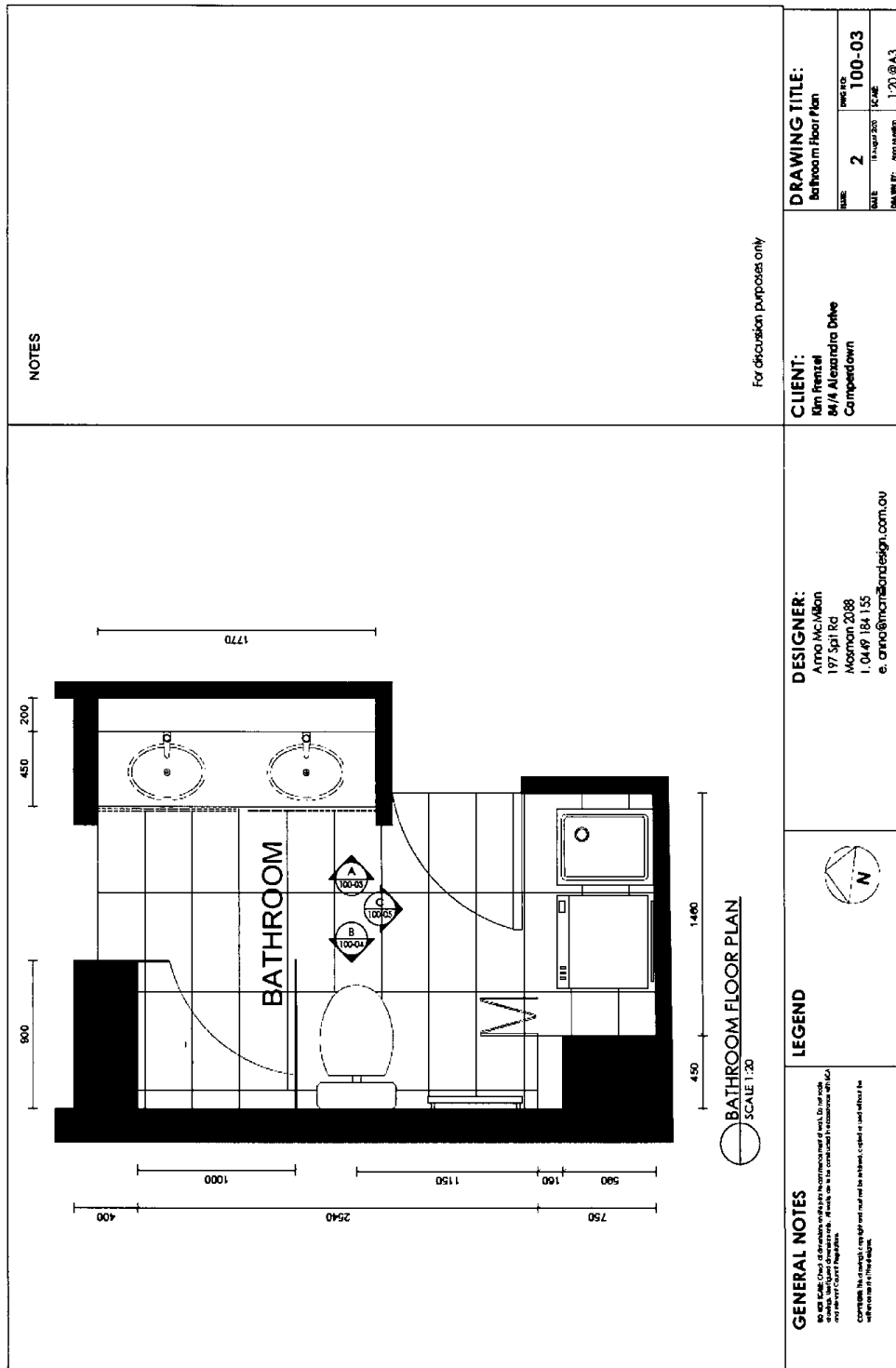
CLIENT:
 Kim Frenel
 84/4 Alexandra Drive
 Camperdown

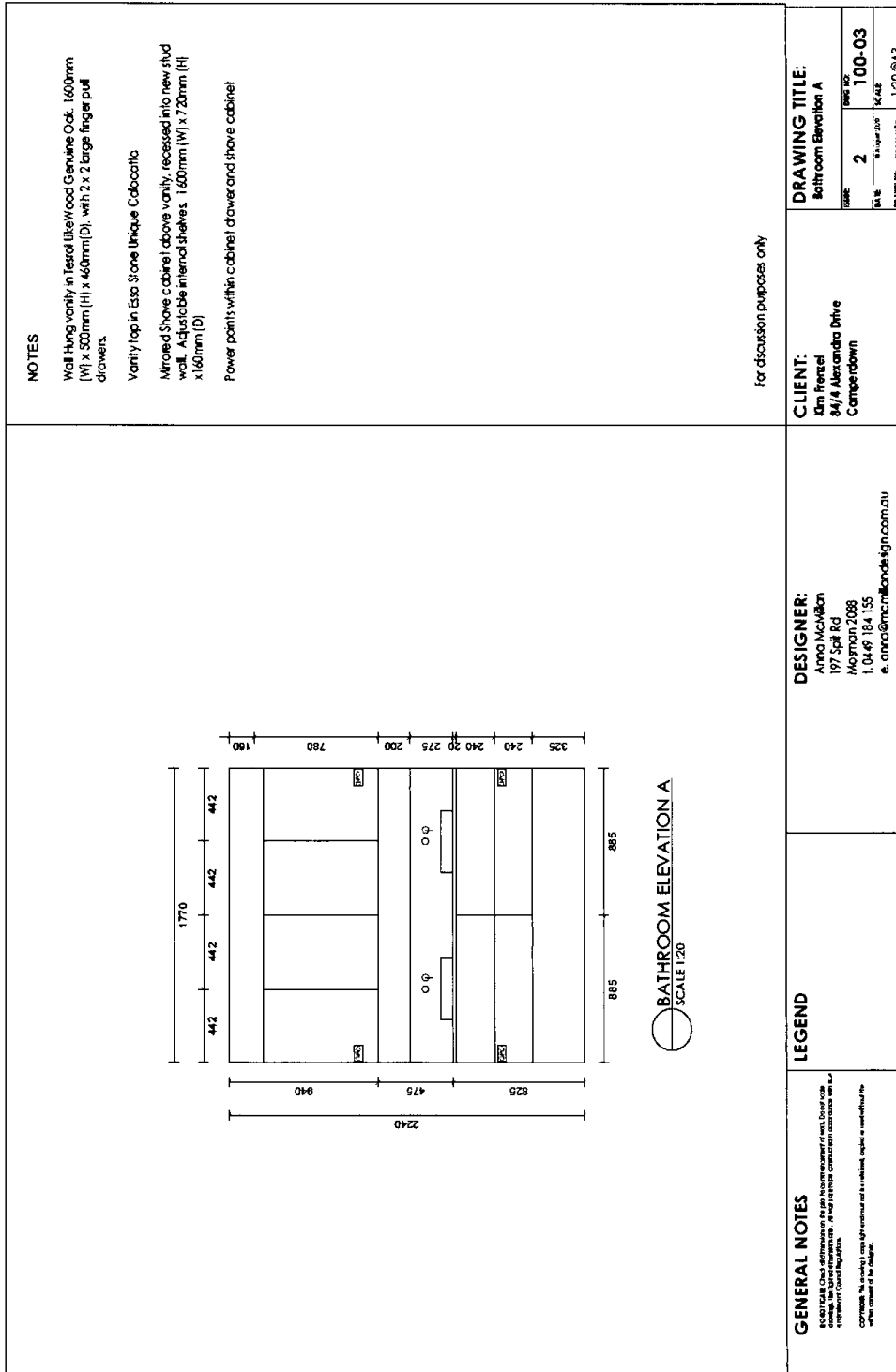
DESIGNER:
 Anna McWhin
 197 Spill Rd
 Macquarie NSW
 1510 49 184 155
 a.mcwhin@annamcwhindesign.com.au

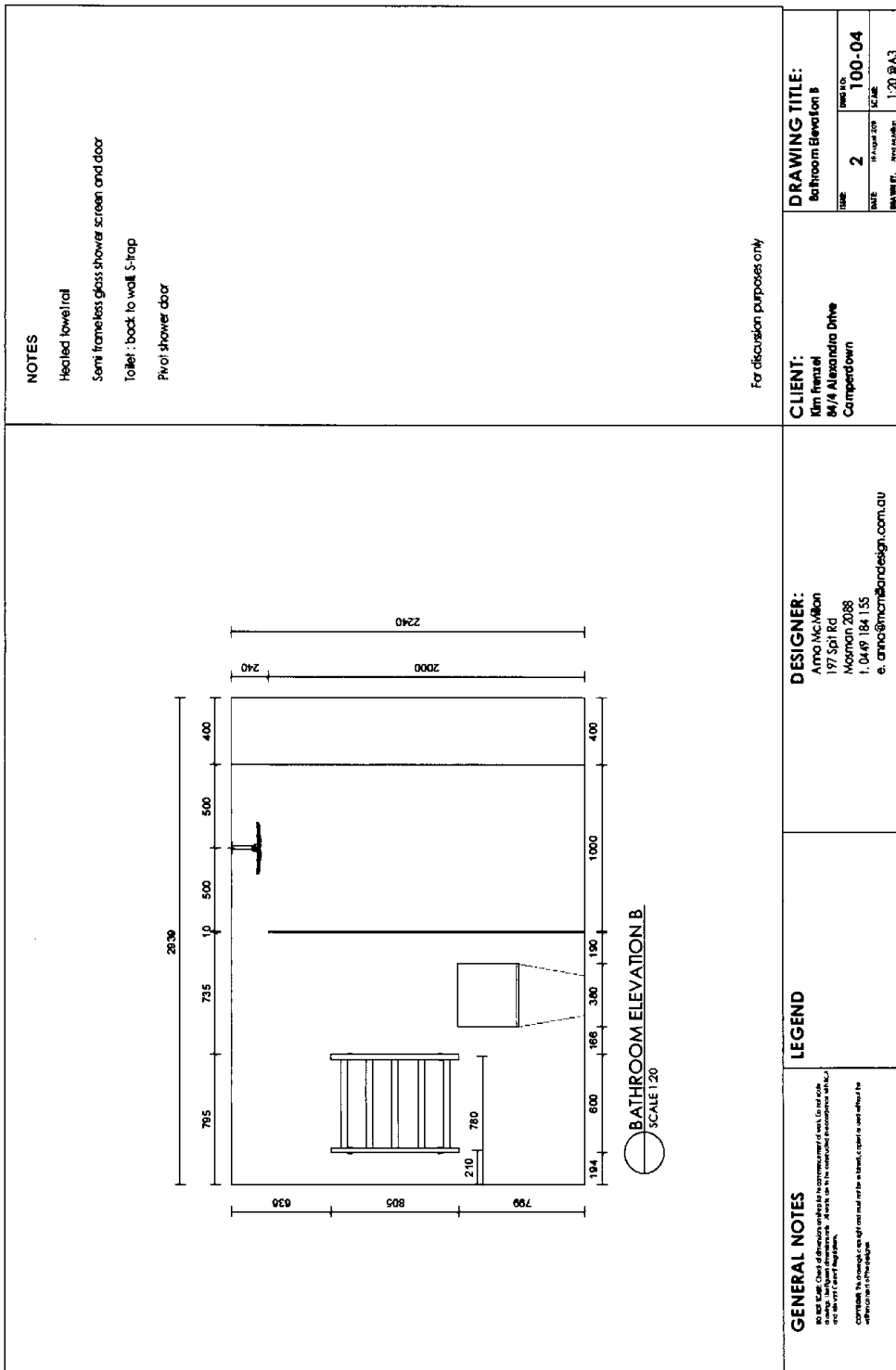


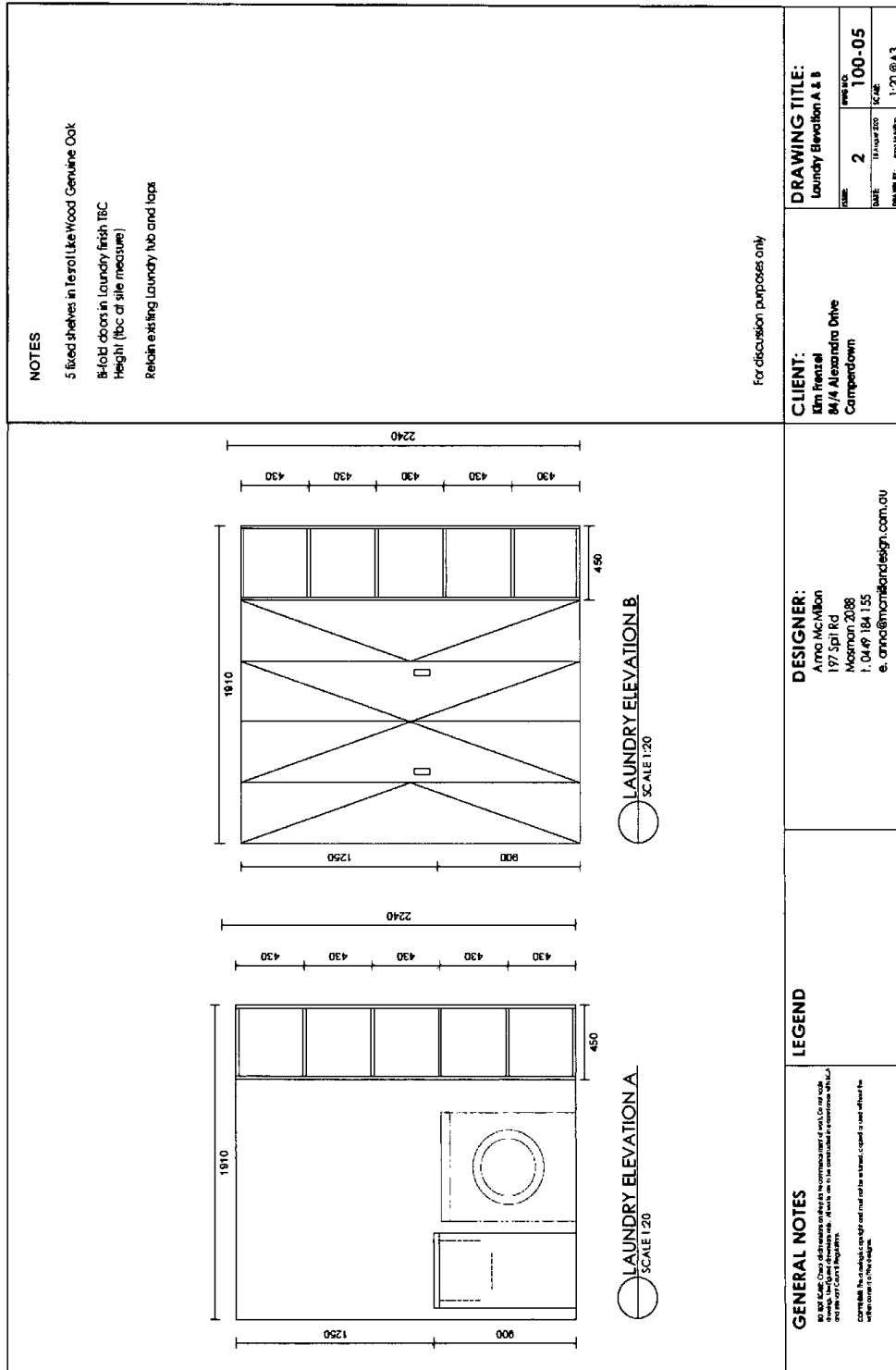
LEGEND

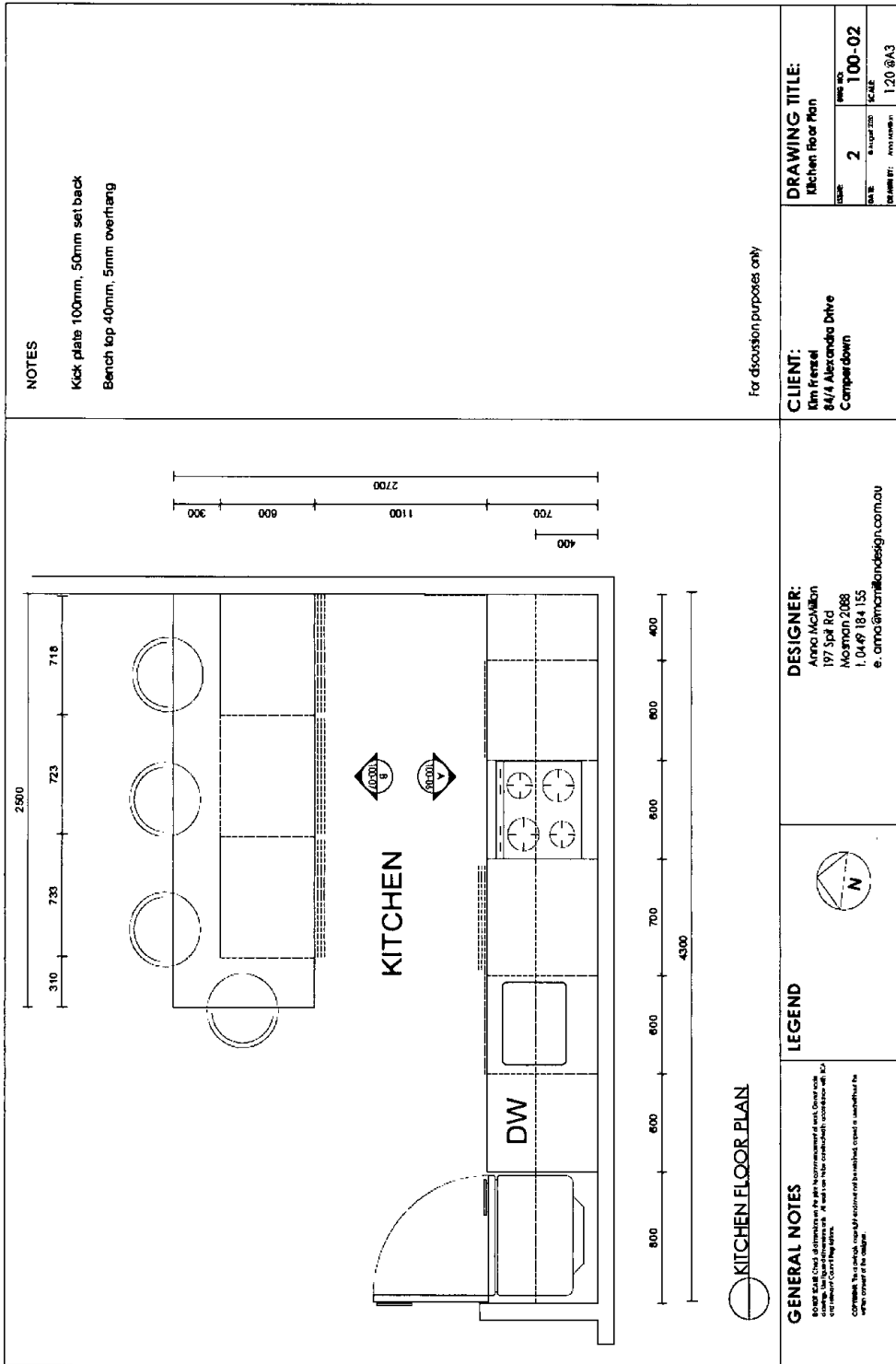
GENERAL NOTES
 1. THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE DESIGNER ACCEPTS NO LIABILITY FOR ANY DAMAGE OR LOSS ARISING FROM THE USE OF THIS DRAWING.
 4. THE CLIENT IS ADVISED THAT THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.











NOTES
 Kick plate 100mm, 50mm set back
 Bench top 40mm, 5mm overhang

For discussion purposes only

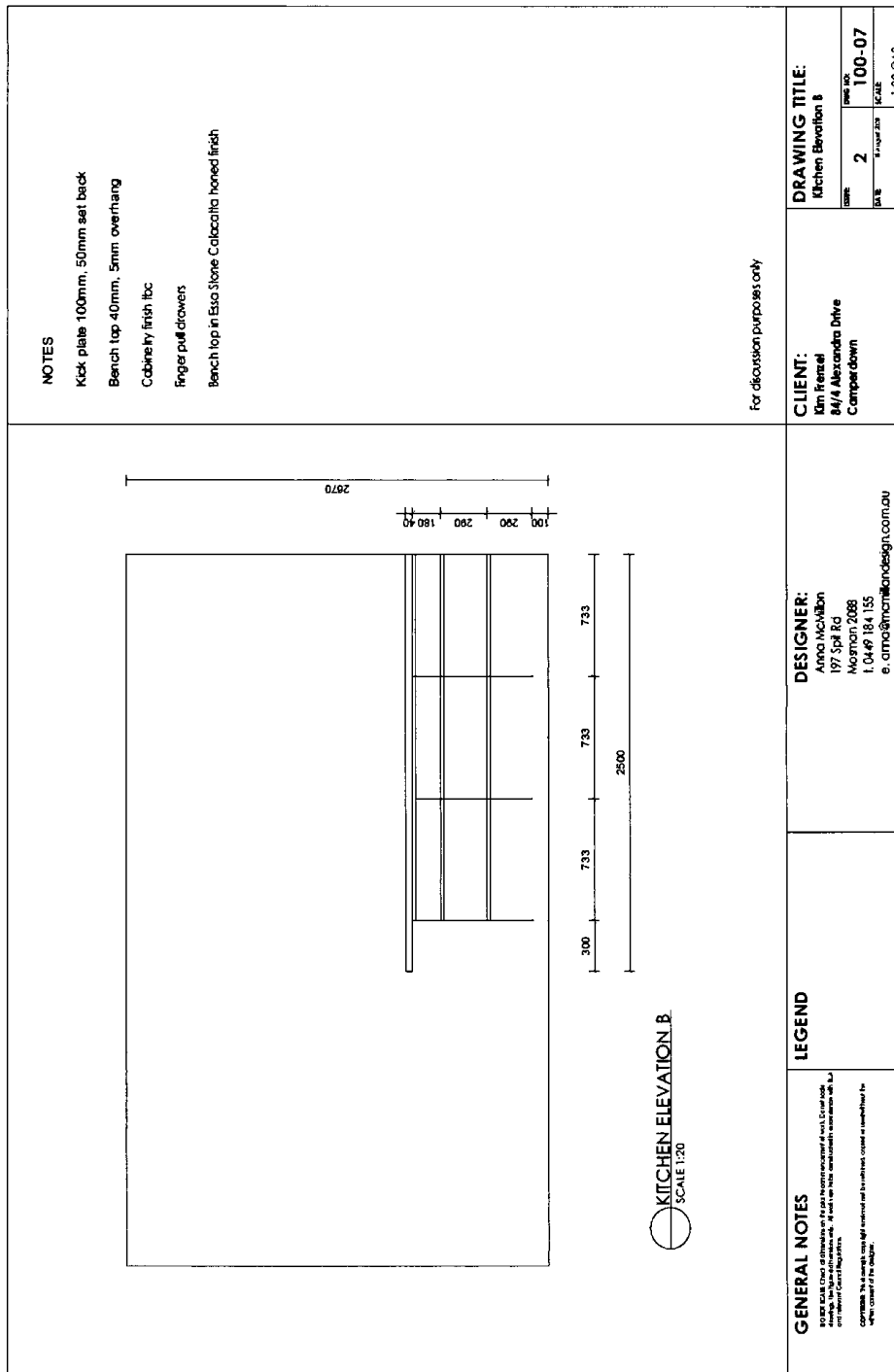
DRAWING TITLE: Kitchen floor plan	
DATE: 6 August 2020	SCALE: 100-02
DESIGNER: Anna McMillan	DATE: 120 @A3

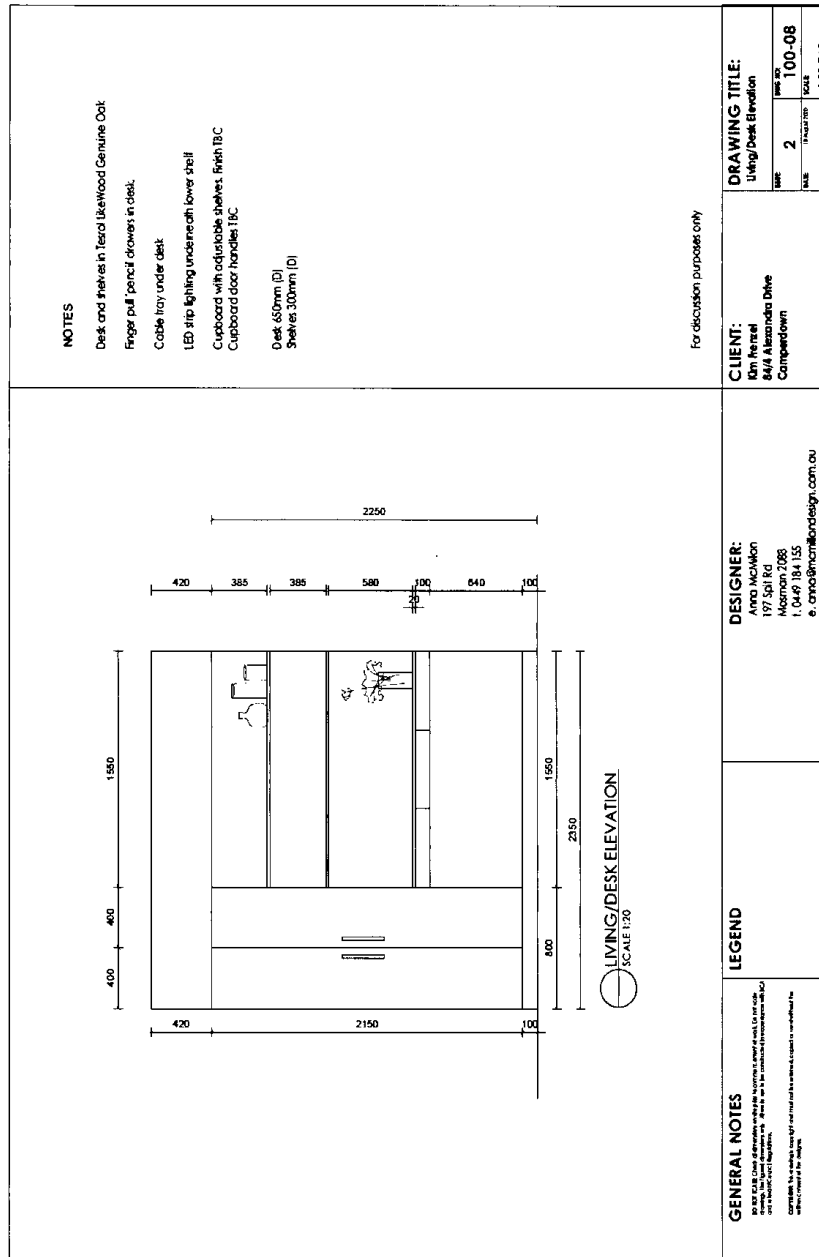
CLIENT:
 Kim Rensel
 84/4 Alexandra Drive
 Campdown

DESIGNER:
 Anna McMillan
 197 Spil Rd
 Mosman 2088
 T: 04 97 18 4 155
 e: anna@annamillandesign.com.au

LEGEND

GENERAL NOTES
 1. All work to be done in accordance with the approved plans. Owner to provide all materials and fixtures. All work to be completed in accordance with the relevant Council By-Laws.
 2. All work to be done in accordance with the relevant Council By-Laws.
 3. All work to be done in accordance with the relevant Council By-Laws.





Special By-Law 14 – Keeping of Animals (AS174254)

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Community Association** means the community association created by the registration of deposited plan no. 270241.
- (b) **Common Property** means the common property in strata scheme 70294.
- (c) **Lot** means a lot in strata scheme 70294.
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 70294.

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 KEEPING AN ANIMAL

- 2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an Owner or Occupier of a Lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the Lot) on the Lot or the Common Property.
- 2.2 An Owner or Occupier of a Lot must:
 - (a) obtain the approval in writing of the Owners Corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the Lot) on a Lot or the Common Property; and
 - (b) agree in writing with the Owners Corporation to the conditions referred to in this by-law prior to the animal being introduced to the scheme.
- 2.3 An Owner or Occupier of a Lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the Lot) on a Lot or the Common Property other than the animal for which the approval in writing of the Owners Corporation is obtained.
- 2.4 An Owner or Occupier of a Lot must not keep a dog which is defined as a dangerous dog, menacing dog or a restricted dog in the *Companion Animals Act 1998* (NSW).
- 2.5 An approval for an Owner or Occupier of a Lot to keep an animal is an approval to keep that animal in the Lot that the Owner or Occupier resides in.
- 2.6 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an Owner or Occupier of a Lot must ensure that a visitor to the scheme is not permitted to bring any animal on Common Property without the approval in writing of the Owners Corporation.

- 2.7 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal.
- 2.8 If an Owner or Occupier of a Lot obtains the prior written approval of the Owners Corporation and keeps an animal on the Lot, then the Owner or Occupier must:
- (a) ensure that the animal is vaccinated with all the common vaccines given to an animal of its type, and is further vaccinated as required;
 - (b) ensure that the animal has been treated to prevent fleas, and is further treated as required;
 - (c) ensure that the animal is under the Owner's control, on a leash, cage or carry case and not left unattended when on the Common Property;
 - (d) ensure that the animal is not left on the Common Property unattended;
 - (e) ensure that the animal does not enter the Lot of any other Owner or Occupier without their consent;
 - (f) in the event that the animal is left on a courtyard or balcony of the lot, the animal must not create persistent noise that unreasonably interferes with the peace, comfort or convenience of another Owner or Occupier;
 - (g) ensure that the animal does not enter the Aquilon Courtyard area at any time;
 - (h) take such action as may be necessary to immediately clean all areas of the Lot or the Common Property that are soiled by the animal;
 - (i) not leave food on the Common Property;
 - (j) ensure that the animal (except a small caged bird or fish) is microchipped, desexed and registered with the local Council or any other authority having such jurisdiction;
 - (k) advise the Owners Corporation, in writing, when the animal is no longer residing in the Lot; and
 - (l) provide evidence to the Owners Corporation that the Lot has been treated for fleas and the carpet professionally cleaned, when the Owner or Occupier vacates the premises, to the satisfaction of the Owners Corporation.

PART 3 CONSENT FROM OWNERS CORPORATION

- 3.1 An Owner or Occupier of a Lot who applies for approval to keep an animal on the Lot or the Common Property must complete the application form attached to this by-law (or as amended from time to time) and provide the following details to the Owners Corporation including any proposed restraining or management strategies:
- (a) copies of the relevant certifications that the animal is treated to prevent fleas and has had the appropriate vaccinations referred to in clause 2.6(a) of this by-law.
 - (b) a photograph of the animal;
 - (c) the type of animal;
 - (d) the breed of the animal;
 - (e) the size of the animal;
 - (f) the average height of the animal when fully grown;

- (g) the age of the animal.
- 3.2 The Owners Corporation will observe the applicable guidelines published by the local Council when determining a request by an Owner or Occupier of a Lot to keep a dog that is a restricted dog or dangerous as defined under the *Companion Animals Act 1998*.
- 3.3 An Occupier of a Lot must provide the Owners Corporation with the written consent from the Owner of the occupied Lot agreeing to the Occupier keeping an animal on the Lot.
- 3.4 The Owners Corporation may impose additional conditions at the time of giving approval to keep an animal but additional conditions can only relate to protecting an Owner or Occupier's use and enjoyment of a Lot or the Common Property from unreasonable interference caused by an animal.
- 3.5 The Owners Corporation will attempt to make a decision whether or not to give approval to an Owner or Occupier to keep an animal within a reasonable period of time after receiving such an application.

PART 4 CONDITIONS FOR KEEPING AN ANIMAL

- 4.1 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).
- 4.2 The Owners Corporation has the right to withdraw its approval to an Owner or Occupier of a Lot to keep an animal if:
 - (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
 - (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
 - (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
 - (d) the animal repeatedly causes damage to the Common Property or another Lot, or
 - (e) the animal endangers the health of another occupant through infection or infestation, or
 - (f) the animal causes a persistent offensive odour that penetrates another Lot or the Common Property, or
 - (g) for a cat kept on a Lot—the Owner of the animal fails to comply with an order that is in force under section 31 of the *Companion Animals Act 1998*, or
 - (h) for a dog kept on a Lot—
 - (i) the Owner of the animal fails to comply with an order that is in force under section 32A of the *Companion Animals Act 1998*, or
 - (ii) the animal is declared to be a menacing dog or a dangerous dog under section 34 of the *Companion Animals Act 1998*, or
 - (iii) the animal is a restricted dog within the meaning found in section 55(1) of the *Companion Animals Act 1998*.

- 4.3 The Owners Corporation can, in its discretion, issue a notice instead of withdrawing its approval to keep an animal if it believes that the terms of this by-law have not been complied with by an Owner or Occupier keeping an animal on a Lot. If a notice is issued, the Owner or Occupier keeping an animal must comply with the terms of the notice within one month or write to the Owners Corporation giving reasons why the provisions of this by-law have been complied with.
- 4.4 If the Owners Corporation withdraws the right of an Owner or Occupier of a Lot to keep an animal, the Owner or Occupier of a Lot must remove the animal within two months of such a request being made by the Owners Corporation, or such other time as approved by the Owners Corporation.

PART 5 ANIMAL OWNER RESPONSIBILITIES

- 5.1 An Owner or Occupier of a Lot who owns and keeps an animal on the Lot or Common Property is responsible for:
 - (a) any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
 - (b) any action that their animal does which causes unreasonable interference or a nuisance;
 - (c) damage to or loss of property or injury caused to any person caused by the animal; and
 - (d) immediately cleaning up after their animal.
- 5.2 An Owner or Occupier of a Lot who owns and keeps an animal on the Lot or Common Property is also required to keep the animal in accordance with the Community Association's keeping of animals by-law.
- 5.3 An Owner or Occupier must provide a written undertaking to comply with this by-law and the Community Association's keeping of animals by-law.

PART 6 OWNERS CORPORATION RESPONSIBILITIES TO KEEP AN ANIMAL REGISTER

- 6.1 The Owners Corporation must keep a register of all animals that reside in the strata scheme (whether the animals are approved or not).
- 6.2 The animal register must be updated regularly and provided to the Community Association on request.
- 6.3 The Community Association's authorised representative may inspect the animal register at any time.

Special By-Law 15 – Bathroom Renovations

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Bathroom Renovations which affect the common property.
2. For the purposes of this by-law, "Owner" means any owner or owners of a lot in strata plan no.70294
3. Each Owner has the right to undertake the following "Bathroom Renovations" or "Works", subject to the following conditions and the Owners Corporation's rights –
 - (a) The removal of wall and/or floor tiles and the installation of new wall and/or floor tiles;
 - (b) The removal of fixtures and fittings and the installation of new fixtures and fittings;

- (c) The removal/reconfiguration of internal walls; and
 - (d) The Waterproofing of all "wet areas".
4. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Bathroom Renovations

6. The Owner must notify the Owners Corporation at least 21 days before undertaking the Bathroom Renovations and obtain the prior written approval from –
- (a) the strata committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
7. If the Bathroom Renovations are not considered to be exempt work under the *Design and Building Practitioners Act 2020*, then the Owner must obtain a regulated design and arrange for that to be uploaded (at their own cost) to the NSW Planning Portal.
8. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
- (a) plans and drawings;
 - (b) specifications of work;
 - (c) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building; and
 - (d) any other documents reasonably required by the Strata Committee (including evidence that any regulated design has been approved and uploaded to the NSW Planning Portal).
9. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
10. The Owner must ensure that all works undertaken comply with the standards as set out in the National Construction Code (NCC) current at the time the works are undertaken.

Carrying out the Bathroom Renovations

11. In carrying out the works, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
 - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
 - (e) only undertake works at the times approved by the Strata Committee;

- (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
 - (g) remove all debris resulting from undertaking the works immediately from the building.
12. The Owner must ensure that the Bathroom Renovations shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

After completing the Bathroom Renovations

13. If required, the Owner must deliver to the Strata Committee:
- (a) a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards; and
 - (b) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

14. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Bathroom Renovations are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Bathroom Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.
15. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Bathroom Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Bathroom Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Bathroom Renovations; and
 - (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Bathroom Renovations.
17. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Bathroom Renovations may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
18. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

19. The Owners Corporation reserves the right to take action against the Owner to replace the Bathroom Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Miscellaneous

- 20. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.



The seal of The Owners-Strata Plan No 70294 was affixed on in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): Phillip Court

Name(s) [use block letters]: Phillip Court Electronic signature of me, Phillip Court, affixed by me on

Authority:..... Strata Managing Agent

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No70294..... was affixed on ^ in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Phillip Court Name: Phillip Court Authority: Strata Managing Agent

Electronic signature of me, Phillip Court, affixed by me on

Signature: Name: Authority:

^ Insert appropriate date

