

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Table of Contents

Table of Contents	1
By-Law 1 Dictionary	3
By-Law 2 Interpretation	3
By-Law 3 About the by-laws	4
By-Law 4 Building manager	4
By-Law 5 Noise	4
By-Law 6 Vehicles	4
By-Law 7 Obstruction of common property	5
By-Law 8 Landscaping	5
By-Law 9 Damage to lawns and plants on common property	5
By-Law 10 Damage to common property	6
By-Law 11 Behaviour of owners	6
By-Law 12 Behaviour of invitees	6
By-Law 13 Use of recreational areas	7
By-Law 14 Children playing on common property in building	8
By-Law 15 Depositing rubbish and other material on common property	8
By-Law 16 Drying of laundry items	8
By-Law 17 Cleaning windows and doors	9
By-Law 18 Window coverings	9
By-Law 19 Preservation of fire safety	9
By-Law 20 Storage of inflammable liquids and other substances and materials	9
By-Law 21 Keeping of animals	10
By-Law 22 Appearance of lot	10
By-Law 23 Change in use of lot to be notified	10
By-Law 24 Compliance with planning and other requirements	10
By-Law 25 Restrictions on smoking	11
By-Law 26 Air quality	11
By-Law 27 Service by electronic means	12
By-Law 28 Major and Minor works	12
By-Law 29 Parking spaces	17
By-Law 30 Garages	18
By-Law 31 Sub-letting of garages and parking spaces	18
Special By-Law 4 Electronic Service of Notices	19
Special By-Law 5 Child window safety devices	19
Special By-Law 6 Works - Lot 4	22
Special By-Law 7 Works - Lot 1	23
Special By-Law 8 Works - Lot 52	24
Special By-Law 9 Common Property memorandum	24
Special By-Law 10 Works - Lot 90	28
Special By-Law 11 Works - Lot 40	29
Special By-Law 12 Development consent conditions etc	30
Special By-Law 13 Security keys	30
Special By-Law 14 Minor renovations	32
Special By-Law 15 Tenancy notice	33
Special By-Law 16 Works - Lot 27	34
Special By-Law 17 Works - Lot 27	35
Special By-Law 18 Works - Lot 84	36

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## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

Special By-Law 19 Works - Lot 79	37
Special By-Law 20 Lot 87 Works	38

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## By-Law 1 Dictionary

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Aromatic Substances** means any incense, air-fresheners, scented oils, and candles or a substance of the like.
- c. **Building** means the building situated at 51 Hereford Street, Glebe.
- d. **Deposit** means the electronic transfer of \$100 to the strata manager of the Owners Corporation or such an amount as reasonably determined by the Owners Corporation from time to time.
- e. **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a Lot.
- f. **Insurance means:**
  - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
  - ii. insurance required under the *Home Building Act 1989* (if any); and
  - iii. workers' compensation insurance.
- g. **Lot** means any Lot in strata plan 56640.
- h. **Owner** means the Owner of a Lot from time to time.
- i. **Occupier** means the Occupier of a Lot from time to time.
- j. **Owners Corporation** means the Owners Corporation created by registration of strata plan no. 56640
- k. **Social Gathering** means a gathering of six (6) or more Visitors for the purpose of socialising or otherwise meeting on or about the Rooftop or Swimming Pool.
- l. **Rooftop** means the common property rooftop area of the building .
- m. **Strata Scheme** means the strata scheme created by the registration of strata plan registration 56640.
- n. **Visitor** means any person that is not an Owner or Occupier.
- o. **Swimming Pool** means the common property swimming pool area of the Building.
- p. **Window Coverings** means the coverings of the windows to the Lot.
- q. **Works** means alterations and additions to the common property made by an owner that are not merely cosmetic works as defined by section 109 of the Act.

## By-Law 2 Interpretation

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 these defined in the Act; and
- d. references to legislation include references to amending and replacing legislation.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## **By-Law 3** **About the by-laws**

3.1 The by-laws regulate the day to day management and operation of the Strata Scheme. They are an essential document for the owners corporation and everyone who owns or occupies a Lot in the Strata Scheme.

3.2 Furthermore, the by-laws are designed to maintain the quality of the Strata Scheme. They operate to enhance the Owners' use and enjoyment of the lots and common property.

## **By-Law 4** **Building manager**

4.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Strata Schemes Management Act and these by-laws, has the powers and authority to appoint and to enter into an agreement with a manager to provide for the provision of services relating to the caretaking, maintenance, repair, control, use and enjoyment of the building erected on the land the subject of the Strata Plan and the common property of the Strata Plan. The agreement may provide for:

- a. a term of up to three (3) years with certain rights for early determination by either the owners corporation or the manager;
- b. the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the owners corporation and for the general repair, maintenance, renewal or replacement of that property;
- c. the supervision of any employees or contractors of the owners corporation;
- d. the control and supervision of the common property;
- e. anything else which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.

4.2 The owner or occupier of a Lot must not interfere with or obstruct the Building Manager from performing the Building Manager's duties.

## **By-Law 5** **Noise**

An owner or occupier of a Lot and/or their invitees must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using common property.

## **By-Law 6** **Vehicles**

6.1 An owner or their invitees must not park or stand any motor or other vehicle on common property except with the written authorization of the owners corporation.

6.2 The owners corporation may, at its discretion, delegate responsibility for parking authorisations, to the Building Manager.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 7** **Obstruction of common property**

An Owner of a Lot must not obstruct lawful use of common property by any person.

### **By-Law 8** **Landscaping**

the owners corporation shall be responsible for the maintenance of the landscaping of common property grounds.

### **By-Law 9** **Damage to lawns and plants on common property**

An Owner must not:

- a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property;  
and
- b. se for his or her own purposes as a garden any portion of the common property.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 10** **Damage to common property**

10.1 An Owner or Occupier of a Lot must not damage or deface any structure that forms part of the common property other than in accordance with the *Strata Schemes Management Act 2015*.

10.2 An Owner or Occupier of a Lot must reimburse the Owners Corporation for the cost of rectifying any damage to the common property due to an Owner or Occupier's breach of clause 10.1.

10.3 An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:

- a. any locking or other safety device for protection of the Owner's Lot against intruders, or
- b. any screen or other device to prevent entry of animals or insects on the Lot, provided the screen or other device is installed on an **external door or window** and not an internal door or window of the building; or
- c. any structure or device to prevent harm to children.

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

10.5 Clause 10.3 does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or common property.

10.6 The Owner of a Lot must:

- a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 10.3 that forms part of the common property and that services the Lot, and
- b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 10.3 that forms part of the common property and that services the Lot.

### **By-Law 11** **Behaviour of owners**

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

### **By-Law 12** **Behaviour of invitees**

An Owner must take all reasonable steps to ensure that invitees of the Owner do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or any person lawfully using common property.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## **By-Law 13** **Use of recreational areas**

### **13.1 The Roof Top Area**

#### 13.1.1 An Owner must:

- a. make an application to the Building Manager or the Strata committee when desirous of utilising the Rooftop for purposes of a Social Gathering:
- b. only utilise the Rooftop during the hours specified by the owners corporation, from time to time.
- c. ensure that Visitors do not enter the Rooftop without an Owner.
- d. ensure that the Rooftop and all equipment situated on it (including but not limited to the Barbeque) is clean, tidy and free from refuse after use;
- e. use their best endeavours not to cause a nuisance and cause as little disruption as possible when utilising the Rooftop:
- f. use their best endeavours to ensure that a visitor complies with the terms of the by-laws applicable to the Strata Scheme, in particular this by-law.

13.1.2 Without limiting the generality of clause 13.1.1(e) hereof, an Owner and their Visitors must not play amplified music on the Rooftop

#### 13.1.3 An application to the owners corporation referred to in clause 13.1.1 (a) must:

- a. be in writing;
- b. specify the date access is required and the number of Visitors that require access; and
- c. include the Deposit, such Deposit to be refunded within sixty (60) days from date of access, less any costs incurred by the Owners Corporation for or in connection with, restoring the Rooftop to its original condition or breach of this by-law.

13.1.4 The owners corporation reserves the right to decline in its absolute discretion a request by an Owner for use of the Rooftop for the use of a Social Gathering:

### **13.2 The Swimming Pool Area**

#### An Owner must:

- a. only use the swimming pool during the hours specified by the Owners Corporation, from time to time.
- b. ensure that the gate that restricts access to the Swimming Pool is secured shut upon entering or exiting;
- c. ensure that Visitors do not enter the Swimming Pool area without an Owner:
- d. ensure that children under the age of sixteen (16) do not enter the Swimming Pool area without an Owner.
- e. dry themselves, and ensure that Visitors accompanying them are dry, before catering the Building to prevent damage to the carpet and elements of the common property:
- f. not jump into the swimming Pool:
- g. not bring glass objects of any kind into the swimming pool:
- h. report any damage to the Swimming Pool to the Building Manager or the executive committee as soon as it is noticed:
- i. use their best endeavours not to cause a nuisance and to cause as little disruption as possible when using the Swimming Pool: and
- j. use their best endeavours to ensure that any Visitor abides by the conditions in this by-law.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### By-Law 14

#### Children playing on common property in building

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

### By-Law 15

#### Depositing rubbish and other material on common property

15.1 An owner or occupier must not dispose of hazardous substances anywhere on or about the Lot or common property and shall dispose of or arrange for disposal of such items, as may be directed by an Authority and in a safe and environmentally friendly manner. For the purposes of this clause, hazardous substances include any substances having hazardous characteristics of properties including ignitability reactivity, corrosivity, toxicity or noxiousness including:

- a. household solvents and glues;
- b. garden chemicals (fertilisers, pesticides, herbicides)
- c. automotive products (waste oil, petrol, diesel and brake fluids);
- d. LPG and CNG cylinders;
- e. any types of batteries (excluding those for domestic use);
- f. mobile phones;
- g. paint; or
- h. any containers of the above.

15.2 Any items which cannot fit into the garbage bins provided at the strata scheme (eg bedding, furniture, white goods) are considered by the owners Corporation to be "large". Large items must not be disposed of or placed of or allowed to remain anywhere on or around the common property. Owners must make their own arrangements at their own cost for the collection and disposal of large items.

15.3 The owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with an Authority's requirements.

15.4 This by-law does not require an owner or occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

15.5 Notwithstanding any other clause in this by-law an owner must not place any rubbish, furniture, white goods or items of the like at the rear of the parcel, on or near Wigram Lane, except on a day agreed with by an Authority or contractors for the collection of those items by the relevant Authority or contractors.

### By-Law 16

#### Drying of laundry items

An Occupier of a Lot must not hang any washing, towel, bedding, clothing or other article on or over the exterior of the balcony rails, but should use instead the lines provided by the Owners Corporation for this purpose and then only for a reasonable time.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 17** **Cleaning windows and doors**

17.1 Except in the circumstances referred to in clause 17.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

17.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

### **By-Law 18** **Window coverings**

An Owner shall not install Window Coverings visible from outside the Lot unless those Window Coverings have a neutral colour and design that has been approved by the strata committee of the Owners Corporation. The strata committee shall ensure so far as practicable that Window Coverings used in all units present a uniform appearance when viewed from Common Property or any other Lot provided however that the committee shall not unreasonably refuse or withhold its consent.

### **By-Law 19** **Preservation of fire safety**

An Owner must not do any thing or permit any invitees of the owner or occupier to do any thing on the Lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or common property.

### **By-Law 20** **Storage of inflammable liquids and other substances and materials**

20.1 An Owner must not, except with the approval in writing of the owners corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

20.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 21** **Keeping of animals**

21.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an Owner or Occupier of a Lot must not, without the approval in writing of the Owners Corporation, keep any animal on the Lot or the common property.

21.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the common property.

21.3 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* of the Commonwealth.

### **By-Law 22** **Appearance of lot**

22.1 An owner must not, without the written consent of the owners corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.

22.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 13.

22.3 Notwithstanding clause 22.1 an Owner must not store any miscellaneous items on the balcony of a Lot that are not in keeping with rest of the building and that are not related to the recreational use of the balcony.

### **By-Law 23** **Change in use of lot to be notified**

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

### **By-Law 24** **Compliance with planning and other requirements**

24.1 An Owner must ensure that the Lot is not used for any purpose that is prohibited by law.

24.2 An Owner must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 25** **Restrictions on smoking**

25.1 An Owner or Occupier, and invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property.

25.2 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other Lot.

25.3 An Owner must ensure that their invitees comply with the restrictions of this by-law at all times.

25.4 For the avoidance of doubt this by-law does not apply to the smoking of prohibited substances which is prohibited at all times by the *Crimes Act 1900*.

25.5 An Owner must comply with any reasonable directions of the Owners Corporation given under this by-law.

25.6 The Owners Corporation, or the strata managing agent, may serve a notice under section 146 of the Act, requiring the Owner to comply with this by-law if it is satisfied that there has been a contravention of it.

25.7 The Owners Corporation may apply for an order of the tribunal under section 147 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 146, contravened the by law.

25.8 The Owners Corporation may, in addition to the order sought under clause 25.7 hereof, seek an order under section 147 of the Act for the payment of costs

### **By-Law 26** **Air quality**

26.1 The use of Aromatic Substances is prohibited anywhere on or about common property at all times.

26.2 An Owner must not use Aromatic Substances within a Lot so as to cause a nuisance to, or otherwise interfere unreasonably with, the use or enjoyment of the common property or any other Lot by any other person entitled to the use or enjoyment of the common property or another Lot.

26.3 An Owner must ensure that their invitees comply with the restrictions of this by-law at all times.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 27** **Service by electronic means**

27.1 Subject to paragraph 27.2 hereto, the Owners Corporation and its strata committee may serve, by way of electronic means, a notice of:

- a. a general meeting on an Owner; or
- b. an strata committee meeting on;
  - i. an Owner; and
  - ii. a member of the strata committee,

as required by the Act.

### **27.2 Provision of minutes of General Meetings and Strata Committee Meetings**

Subject to paragraph 27.5.1 hereto, the Owners corporation and its strata committee may give, by way of electronic means, minutes of a General Meeting and an strata committee meeting to an Owner and members of the strata committee, as required by the Act.

### **27.3 Notification of receipt of service**

Any notice of the provision of minutes is effective for the purpose of this by-law upon delivery to the recipient referred to in paragraph 27.1 or 27.2 hereto or production to the sender of an email or other electronic transmittal confirmation report before 5:00pm local time on a day in the place in or to which the written notice or minutes are delivered or sent or otherwise at 9:00am on the next day following delivery or receipt UNLESS the sender receives an electronic notification of unsuccessful transmission (i.e. "bounce back" or undeliverable") within 24 hours.

### **27.4 Address for Service**

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

### **27.5 Compliance with the Act**

27.5.1 For the avoidance of doubt, the terms of this by-law are consistent with the requirements for service set out in section 263 of the Act and the manner of service of notices of meetings prescribed by this by-law is authorised by the Owners Corporation pursuant to section 263(4)(e) of the Act.

27.5.2 For all other intents and purposes, the Owners Corporation must comply with the Act in relation to the procedures for notifying Owners and Strata Committee members of General Meetings and Strata Committee Meetings.

### **By-Law 28** **Major and Minor works**

#### **28.1 Before Commencement**

- a. Prior to carrying out any Works, an Owner must submit to the Owners Corporation specification, in writing, of the Works to be undertaken and the duration of any impact on the common property or

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

disruption to common property services or access.

- b. Before commencement of any Works, the Owner must:
- i. prepare and provide to the owners corporation in the form of either:
    - A. an ordinary resolution in accordance with section 110 of the Act for minor renovations; or
    - B. special resolution and a new by-law under the Act, to amend the definition of "Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Works to be carried out and to confer rights of exclusive use and enjoyment and special privilege; and
    - C. the owner's written consent to:
      - I. the passing of the by-law;
      - II. be responsible for the maintenance, repair and replacement of the Works;
      - III. other Owners' written consents to the passing of the by-law, where required;

such by-law and is to be considered at a general meeting of the Owners Corporation.
  - ii. provide a complete proposal concerning the Works including but not limited to:
    - A. plans and specifications of the proposed works;
    - B. specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
    - C. a diagram depicting the location of or proposed installation points of all parts of the works;
    - D. engineering plans and certifications if required by the Owners Corporation;
    - E. any necessary approvals/consents/permits from any Authority; and
    - F. report(s) from an engineer nominated by the owners Corporation concerning the impact of the Works on the structural integrity of the Building and the Lot and common Property (if requested by the Owners Corporation).
  - iii. pay for all costs of the Owners Corporation including:
    - A. legal fees for reviewing the proposal;
    - B. fees for conveying any meeting to consider the proposal;
    - C. any other reasonable professional fees required to consider the proposal including strata management fees; and
    - D. registration fees for the by-law contemplated in clause 28.1(b)(i)(C)(I);
  - iv. obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clauses 28.1(b)(i)-(iii) above. For clarity, works cannot be commenced until either of the following is satisfied:
    - A. in regards to minor renovations, an ordinary resolution has been passed at a duly convened general meeting of the Owners Corporation, or the strata committee if the strata committee has been given authority to approve that type of minor renovation, in accordance with section 110 of the Act, as amended or replaced from time to time; OR
    - B. in regards to more substantial renovations, a by-law has been passed by special resolution at a duly convened general meeting of the Owners Corporation, in accordance with clause 28.1(b)(i)(C)(I) and registered on the common property certificate of title.
- c. Upon receipt of a by-law under clause 28.1(b)(i)(C)(I) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in clauses 28.1-28.10 (inclusive).

### 28.2 Notice

At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the Building Manager regarding the suitable times and method for contractors to park their vehicles on common property, if possible, whilst the Works are being conducted.

### 28.3 Compliant Works

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## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

28.3.1 To be compliant under this by-law, Works:

- a. must be in keeping with appearance and amenity of the Building in the opinion of the owners corporation;
- b. must be manufactured, designed and installed to specifications for domestic use; and
- c. for air-conditioning, must have a new condenser unit (external) that:
  - i. is mounted on vibration pads in a location so as to minimise noise and vibration;
  - ii. is installed in the balcony of the Lot and in a location least likely to cause disturbance to other Owners (as approved by the Owners Corporation);
  - iii. has an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the Building;
  - iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
  - v. is not visible from the street; and
  - vi. not be installed through windows, or attached to windows or walls;
  - vii. must be manufactured, designed and installed to specifications for domestic use.

28.3.2 for replacement of any floor surface in the Lot (except the bathroom, laundry, lavatory or bathroom), an Owner can only install or lay floor coverings which do not have a weighted standardised impact sound pressure level  $L'_{nT,w}$  exceeding 45 when measured in situ accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Hard floor coverings must have an underlay of at least 5mm thickness.

### 28.4 During construction

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

- a. use duly licensed employees, contractors or agents to conduct the Works;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the Works are carried out expeditiously and with a minimum of disruption;
- d. carry out the Works between the hours permitted by local council. No Works are to be carried out on a Sunday or public holiday;
- e. transport all materials, equipment and debris as reasonably directed by the owners corporation;
- f. not allow tradespersons and contractors at any time to park on common property without the written consent of the owners corporation;
- g. not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- h. ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
  - i. observe all the other by-laws applicable to the strata scheme at all times;
  - j. not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation;
- k. not dispose of or leave building items anywhere on or about the common property; and
  - l. not allow waste bins or skips to be placed on or near the common property without the prior written

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

consent of the Owners Corporation.

## 28.5 After construction

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 has been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide a report from an acoustics engineer that the provisions of clause 28.3.2 have been complied with;
- e. provide the Owners Corporation with a copy of any certificate or certification required by an authority to approve the Works;
- f. provide the Owners Corporation with certification from a suitably qualified engineer 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 (if requested by the Owners Corporation); and
- g. provide the Owners Corporation with reports(s) from an engineer nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property (if requested by the Owners Corporation).

## 28.6 Statutory and other requirements

28.6.1 The Owner must:

- a. comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- b. ensure that the warranties provided by the Building Code of Australia and Australian Standards are so far as relevant, complied with; and
- c. comply with the provisions of the *Home Building Act 1989*.

28.6.2 The Works must be:

- a. carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- b. the Works must comprise materials that are good and suitable for the purpose for which they are used and must be new.

## 28.7 Enduring rights and obligations

28.7.1 An Owner must:

- a. properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- b. properly maintain and upkeep those parts of the common property in contact with the Works;
- c. repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to Lot or common property;
- e. Indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

property of the Owner; and

- f. without derogating from the generality of clause (e) above, indemnify and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or Occupier is in breach of clause 28.9.

### 28.7.2 An Owner shall:

- a. Protect all affected areas of the Building outside of the Lot from damage relating to the installation, repair, replacement or removal of the Works;
- b. Remains liable for any damage to Lot or common property arising out of or in connection with the installation, replacement or removal of the Works; and
- c. Remove any Works which contravene the requirements of this by-law or any authority and reinstate the common property as and when directed by the Owners Corporation.

### 28.8 Recovery of costs

If an Owner fails to comply with any obligations under this by-law, the Owners Corporation may, subject to law:

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

### 28.9 Essential Works

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

### 28.10 Applicability

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

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### **By-Law 29** **Parking spaces**

On the conditions set out below, the owner from time to time of the respective Lots referred to in the Schedule, (the "Owner") shall have the right to the exclusive use and enjoyment of the respective car parking spaces so indicated in the Schedule with respect to each such Lot (the "parking space") and as shown on the plan of common property annexed hereto and marked "A".

The conditions referred to above are as follows:

- a. The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair of the common property the subject of this By-Law. Provided that such responsibility shall extend only to the surface of such common property with the intent that the Owners Corporation shall continue to be responsible for all matters of a structural nature.
- b. The owner shall indemnify and keep indemnified the Owners Corporation against;
- c. any sum payable by the Owners Corporation by way of any increased insurance premium as a direct or indirect result of the use of the parking space; and
- d. all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or bought or made against the Owners Corporation and arising directly or indirectly from the use of the parking space;
- e. The parking space shall only be used for the parking of a motor vehicle or motor cycle;
- f. No mechanical or other repairs shall be carried out upon the parking space; and
- g. The owner shall keep the parking space in a clean and tidy condition.

Annexure below

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### By-Law 30 Garages

On the conditions set out below, the owner from time to time of the respective Lots referred to in the Schedule, (the "Owner") shall have the right to the exclusive use and enjoyment of the respective garages so indicated in the Schedule with respect to each such Lot (the "garage") and as shown on the plan of common property annexed hereto and marked "B".

The conditions referred to above are as follows:

1. The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property the subject of this By-Law. Provided that such responsibility shall extend only to the surface of such common property with the intent that the Owners Corporation shall continue to be responsible for all matters of a structural nature.
2. The owner shall indemnify and keep indemnified the Owners Corporation against:
  - a. any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the use of the garage; and
  - b. all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or bought or made against the Owners Corporation and arising directly or indirectly from the use of the garage; and
3. The garage shall only be used for the parking of a motor vehicle or motor cycle or personal items;
4. No mechanical or other repairs shall be carried out within the garage; and
5. The owner shall keep the garage in a clean and tidy condition and free of vermin and other pests.

Annexure below

### By-Law 31 Sub-letting of garages and parking spaces

31.1 Prior to letting or subletting a garage or parking space an Owner must provide the following details in writing to the Building Manager:

- a. the name and contact details of the person letting or subletting the garage or parking space; and
- b. the registration number of the car to be parked in the respective garage or parking space.

31.2 Upon the provision of the details described in clause 31.1 hereof, the lessee or sublessee only will be provided with roller access to the parking space or garage by the Owner.

31.3 An Owner must not:

- a. allow a lessee or sub-lessee to copy or duplicate the roller door access key to enter the garage or parking space;
- b. allow the use of a garage or parking space without the execution of a valid lease or sublease;
- c. provide the lessee or sublessee with any other means of access to the Building, other than the access detailed in clause 31.2 hereof.

31.4 An Owner must allow the Building Manager access to the garage or parking space upon request for the purpose of inspection of the common property.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 4 Electronic Service of Notices

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

## Special By-Law 5 Child window safety devices

### PART 1

#### PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the Owners Corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

### PART 2

#### GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

### PART 3

#### DEFINITIONS & INTERPRETATION

##### 3.1 Definitions

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

a. **Act** means the *Strata Schemes Management Act 2015*.

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

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

- c. **Building** means the building situated at 51 Hereford Street, Glebe
- d. **Child Window Safety Device** means the installation of:
- a device which allows a window to be locked with a maximum opening of 125mm;
  - the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
- to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
- the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 56640.
- g. **Owner** means Owner of a Lot.

### 3.2 Interpretation

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

- the singular includes the plural and vice versa;
- any gender includes the other genders;
- any terms in the by-law will have the same meaning as those defined in the Act;
- references to legislation include references to amending and replacing legislation; and
- where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

## PART 4

### INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 4.1 The Owners corporation shall install a Child Window Safety Device to every Non compliant Window.
- 4.2 The Owners Corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- 4.3 The Owners Corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The Owners Corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The Owners Corporation may, if it chooses to do so engage a third party contractor to perform the duties

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

### PART 5

#### MAINTENANCE, REPAIR AND REPLACEMENT

5.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the Owners Corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 5.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

5.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the Owners Corporation (or its duly authorised contractor), may subject to law, inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the Owners Corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the Owners Corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the Owners Corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 6 Works - Lot 4

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 – 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the BUILDING works for the Lot including:
  - i. Bathroom Tiling/Waterproofing, lounge room install bamboo flooring, kitchen tiling and installation of Daiken Air-conditioning indoor/out door unit; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- b. **"Lot"** means UNIT 4 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by Robert Preston and dated 9th January 2017 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure below

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 7 Works - Lot 1

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 – 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the Unit1 Hereford Court works for the Lot including:
  - i. Replacement of the Living Room and Hallway Carpet with a Floating Floor; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- b. **"Lot"** means Unit ONE (1) in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by Thomas and Veronique Row and dated 12 January 2017 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure below

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 8 Works - Lot 52

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 – 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the Bathroom renovation works for the Lot including:
  - i. removal of flooring tiles, sink and toilet. Installation of membrane, laying of water heater outlet pipes; installation of new toilet, shower, shower screen, sink and new flooring tiles and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,  
  
all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- b. **"Lot"** means Lot 52 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by Barbara Kearns and dated 12 June 2018 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

## Special By-Law 9 Common Property memorandum

### Owners Corporation responsibilities for repair, maintenance or replacement

#### 1. Balcony & courtyards

- a. columns and railings
- b. doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. balcony ceilings (including painting)
- d. security doors, other than those installed by an owner after registration of the strata plan

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# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

- e. original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- f. common wall fencing, shown as a thick line on the strata plan
- g. dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- h. awnings within common property outside the cubic space of a balcony or courtyard
- i. walls of planter boxes shown by a thick line on the strata plan
- j. that part of a tree which exists within common property

## 2. Ceiling & roof

- a. false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)
- b. plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)
- c. guttering
- d. membranes

## 3. Electrical

- a. air conditioning systems serving more than one lot
- b. automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- c. fuses and fuse board in meter room
- d. intercom handset and wiring serving more than one lot
- e. electrical wiring serving more than one lot
- f. light fittings serving more than one lot
- g. power point sockets serving more than one lot
- h. smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979)
- i. telephone, television, internet and cable wiring within common property walls
- j. television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- k. lifts and lift operating systems

## 4. Entrance door

- a. original door lock or its subsequent replacement
- b. entrance door to a lot including all door furniture and automatic closer
- c. security doors, other than those installed by an owner after registration of the strata plan

## 5. Floor

- a. original floorboards or parquet flooring affixed to common property floors
- b. mezzanines and stairs within lots, if shown as a separate level in the strata plan
- c. original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- d. sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

## 6. General

- a. common property walls
- b. the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

- c. any door in a common property wall (including all original door furniture)
- d. skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- e. original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan
- f. ducting cover or structure covering a service that serves more than one lot or the common property
- g. ducting for the purposes of carrying pipes servicing more than one lot
- h. exhaust fans outside the lot
- i. hot water service located outside of the boundary of any lot or where that service serves more than one lot
- j. letter boxes within common property
- k. swimming pool and associated equipment
- l. gym equipment

## 7. Parking & garage

- a. carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan
- b. electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot
- c. garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot
- d. mesh between parking spaces, if shown by a thick line on the strata plan

## 8. Plumbing

- a. floor drain or sewer in common property
- b. pipes within common property wall, floor or ceiling
- c. main stopcock to unit
- d. storm water and on-site detention systems below ground

## 9. Windows

- a. windows in common property walls, including window furniture, sash cord and window seal
- b. insect-screens, other than those installed by an owner after the registration of the strata plan
- c. original lock or other lock if subsequently replacement by the owners corporation

## Lot Owner responsibilities for repair, maintenance or replacement

### 1. Balcony & courtyards

- a. awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
- b. that part of a tree within the cubic space of a lot

### 2. Ceilings & roof

- a. false ceilings inside the lot installed by an owner after the registration of the strata plan

### 3. Electrical

- a. air conditioning systems, whether inside or outside of a lot, which serve only that lot
- b. fuses and fuse boards within the lot and serving only that lot

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

- c. in-sink food waste disposal systems and water filtration systems
- d. electrical wiring in non-common property walls within a lot and serving only that lot
- e. light fittings, light switches and power point sockets within the lot serving only that lot
- f. telephone, television, internet and cable wiring within non- common property walls and serving only that lot
- g. telephone, television, internet and cable service and connection sockets
- h. intercom handsets serving one lot and associated wiring located within non-common walls

## 4. Entrance door

- a. door locks additional to the original lock (or subsequent replacement of the original lock)
- b. keys, security cards and access passes

## 5. Floor

- a. floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- b. lacquer and staining on surface of floorboards or parquet flooring
- c. internal carpeting and floor coverings, unfixed floating floors
- d. mezzanines and stairs within lots that are not shown or referred to in the strata plan

## 6. General

- a. internal (non-common property) walls
- b. paintwork inside the lot (including ceiling and entrance door)
- c. built-in wardrobes, cupboards, shelving
- d. dishwasher
- e. stove
- f. washing machine and clothes dryer
- g. hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- h. internal doors (including door furniture)
  - i. skirting boards and architraves on non-common property walls
  - j. tiles and associated waterproofing affixed to non-common property walls
- k. letterbox within a lot
- l. pavers installed within the lot's boundaries
- m. ducting cover or structure covering a service that serves a single lot

## 7. Parking & garage

- a. garage door remote controller
- b. garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- c. light fittings inside the lot where the light is used exclusively for the lot
- d. mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)

## 8. Plumbing

- a. pipes, downstream of any stopcock, only serving that lot and not within any common property wall
- b. pipes and 'S' bend beneath sink, laundry tub or hand basin
- c. sink, laundry tub and hand basin
- d. toilet bowl and cistern
- e. bath
- f. shower screen
- g. bathroom cabinet and mirror

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

h. taps and any associated hardware

### 9.Windows

- a. window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
- b. locks additional to the original (or any lock replaced by an owner)
- c. window lock keys

## Special By-Law 10 Works - Lot 90

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The he provisions of 28.1 – 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the Installation of fixed clear glass on balcony and sliding windows works for the Lot including:
  - i. Installation of fixed clear glass on balcony at each end and sliding windows along the length of the balcony; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- b. **"Lot"** means Lot 90 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by David Lowery & Jessica Ebbeck and dated 26 October 2017 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 11 Works - Lot 40

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 - 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the Renovation works for the Lot including:
  - i. Lot 40; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above.

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

- b. **"Lot"** means 40 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by David Knock and dated 9/5/17 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure below

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 12 Development consent conditions etc

### PART 1

#### DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- b. **Lot** means a lot in strata scheme 56640.
- c. **Occupier** means the occupier of a Lot from time to time.
- d. **Owner** means the owner of a Lot from time to time.
- e. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 56640.
- f. **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW) including any amending and replacing legislation.
- g. **Short Term Letting** means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

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

### PART 2

#### RIGHTS

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- a. any development consent condition of the Owners Corporation; and
- b. any Environmental Planning Instrument.

## Special By-Law 13 Security keys

### PART 1

#### DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Common Property** means the common property created by the registration of strata plan registration

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## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

no. 56640.

- b. **Invitee** means a person on the Common Property with the consent, express or implied, of an Owner, Occupier or the Owners Corporation.
- c. **Lot** means a lot in the Strata Scheme.
- d. **Occupier** means the occupier of a Lot from time to time.
- e. **Owner** means the owner of a Lot from time to time.
- f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 56640.
- g. **Premises** means included but not limited to any and all parts of;
  - i. a Lot;
  - ii. other lots in the building; and
  - iii. the Common property.
- h. **Security Key** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate lifts, alarms and security systems on the common property.

1.2 In this by-law a word which denotes:

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

### PART 2

### RIGHTS

2.1 Common Property will be available for use by:

- a. Owners and Occupiers; and
- b. Invitees.

2.2 An Owner or Occupier must not allow access to the Common Property to persons unknown to them.

2.3 An Owner or Occupier must close the Common Property doors, including but not limited to the front entry door after use.

2.4 The Owners Corporation may restrict access to Common Property, including but not limited to, by way of gates or fencing, to any part of the Common Property by means of Security Keys.

2.5 The Owners Corporation must make Security Keys available to Owners, Occupiers and other persons authorised by the Owners Corporation including but not limited to emergency services.

2.6 The Owners Corporation will issue a maximum of:

- a. Two Security Keys to studio Lots or Lots that contain one (1) bedroom;
- b. Four Security Keys to Lots that contain two (2) bedrooms; and
- c. Six Security Keys to Lots that contain three (3) bedrooms.

2.7 Additional Security Keys can be obtained from the Owners Corporation by providing:

- a. \$//INSERT// as a refundable deposit; and
- b. \$//INSERT// as a non-refundable administration fee.

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

2.8 The \$//INSERT// deposit will be returned the Owner or Occupier on provision of the additional Security Key and a receipt issued by the Owners Corporation.

2.9 Owners, Occupiers and authorised persons to whom a Security Key has been made available must:

- a. not duplicate or copy the Security Key;
- b. take all reasonable measures to safeguard the Security Keys against loss, theft or damage;
- c. not give a Security Key to someone who is not an Owner or an Occupier;
- d. immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and
- e. immediately return the Security Key to the Owners Corporation when requested by the Owners Corporation.

### Special By-Law 14 Minor renovations

#### PART 1

#### DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- b. **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulation 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*.
- c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 56640.
- d. **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

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

#### PART 2

#### GRANT OF RIGHTS

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

## By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

### Special By-Law 15 Tenancy notice

#### By law requiring tenancy notice to be given to owners corporation of leases or subleases

1. If a lot is leased, the lessor must give notice of the lease to the owners corporation not later than 14 days after the commencement of the lease.
2. If a lot is subleased, the sub-lessor must give notice of the sublease to the owners corporation not later than 14 days after the commencement of the sublease.
3. If a lease or sublease of a lot is assigned, the assignor must give notice of the assignment to the owners corporation not later than 14 days after the execution of the assignment.
4. The notice must be in writing and specify:
  - a. the name of the tenant and an address for service of the tenant, and
  - b. the date of commencement or assignment of the lease or sublease, as the case requires, and
  - c. the name of any agent acting for the owner in respect of the lease or sublease.

**Note** : An address for service of notices may be an Australian postal address or other electronic address, including an email address.

5. This section does not apply to the lease of a lot by the lessor of a strata leasehold scheme to a lessee who is the owner of a lot.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 16 Works - Lot 27

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 -- 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **Works** means the works to the Lot and the common property to be carried out in connection with the \_renovation\_ works for the Lot including:
- i. \_Work related to alteration or common property ie. bathroom and shower\_; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- b. **"Lot"** means \_2T in strata plan 56640.

- c. **"Plans"** means the plans/drawings prepared by \_Fiona Merz\_ and dated 01/02/ 19\_a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 17 Works - Lot 27

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 - 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including:
  - i. Work related to alteration or common property ie. bathroom and shower ; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- b. **"Lot"** means 27 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by Fiona Merz and dated 01/02/ 19 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure below

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 18 Works - Lot 84

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 - 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **Works** means the works to the Lot and the common property to be carried out in connection with the floor replacement works for the Lot including:
  - i. \_ ; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- b. **"Lot"** means unit 84 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by CHOHO and dated 23/11/18 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure below

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 19 Works - Lot 79

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 – 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the **Unit 79** works for the Lot including:
  - i. Laminate flooring, kitchen renovation, shelving and new bathroom cabinet; and
  - ii. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- b. **"Lot"** means Unit 79 in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by Ruth Levine and dated 2/9/19 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure below

# By-Laws

Plan 56640

51 Hereford Street  
Glebe NSW 2037

## Special By-Law 20 Lot 87 Works

### PART 1

#### GRANT OF RIGHT

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

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of 28.1 – 28.10 (inclusive) of Special By-law No 28 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

3.1 In addition to the definitions of Special By-law 28, the following definitions are also adopted:

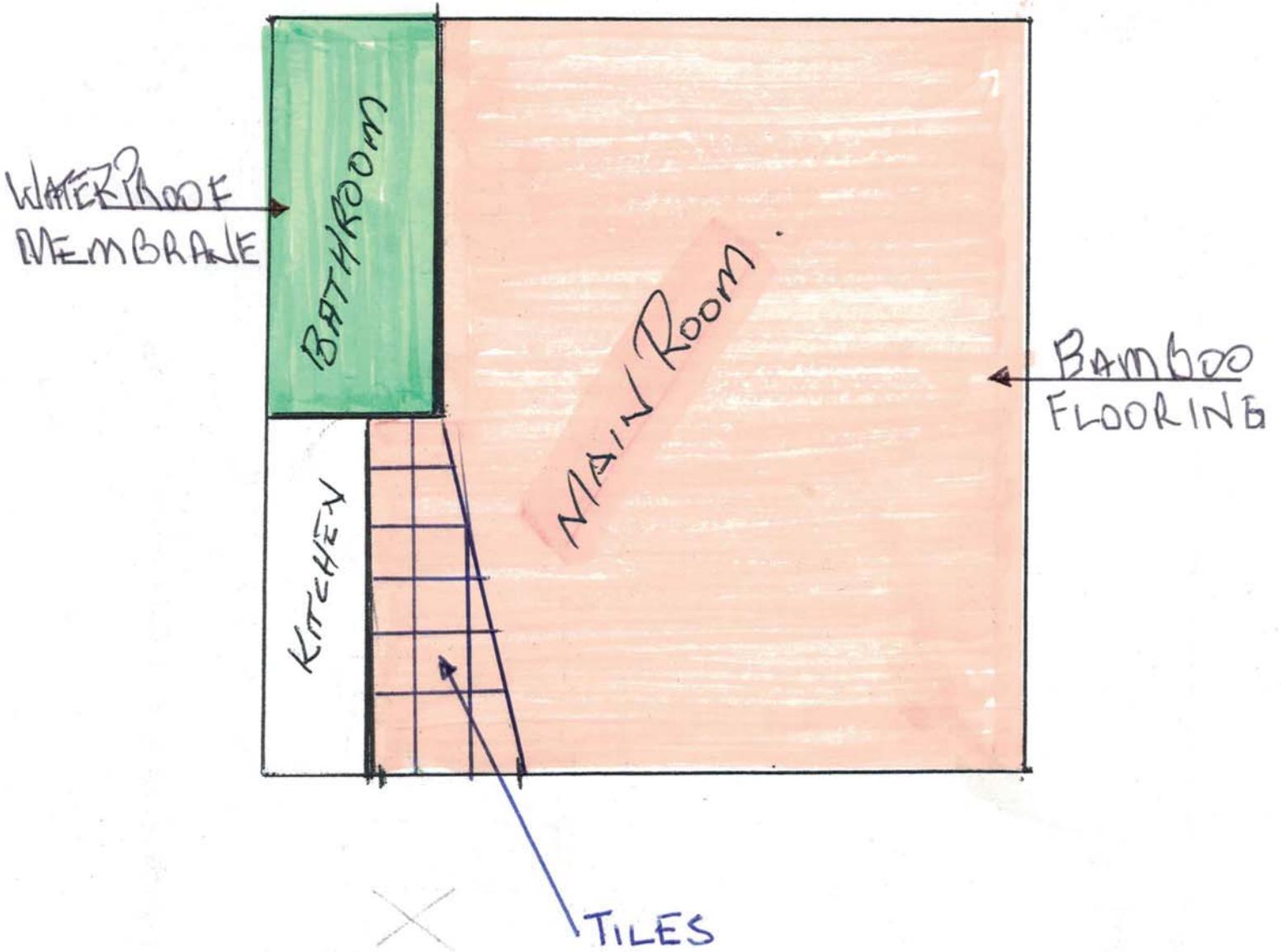
- a. **"Works"** means the works to the Lot and the common property to be carried out in connection with the **renovation** works for the Lot including:
- i. renovation/installation of kitchen & bathroom;
  - ii. installation of air-conditioning; and
  - iii. installation of flooring; and
  - iv. the restoration of lot and common property (including the Lot) damaged by the works referred to above,

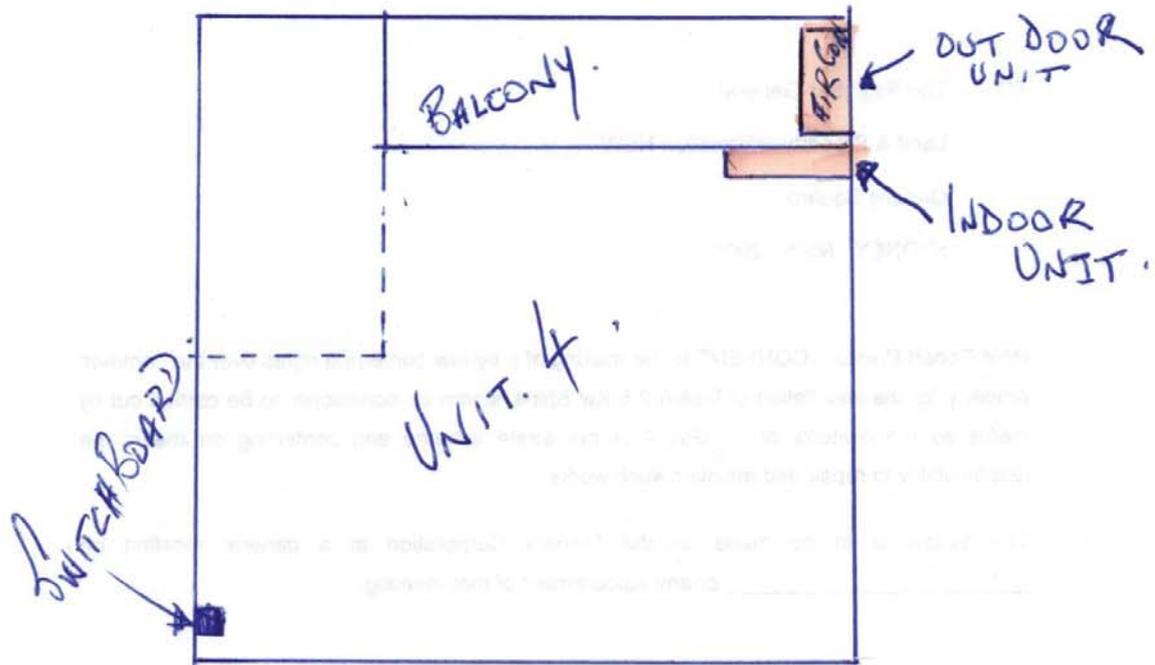
all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

- b. **"Lot"** means Lot **87** in strata plan 56640.
- c. **"Plans"** means the plans/drawings prepared by **Hong Im Tan** and dated **26/10/20** a copy of which were tabled at the meeting at which this by-law was passed, and which may be attached to this by-law.

# Special By-Law 6 Annexure

# FLOOR PLAN UNIT 4.

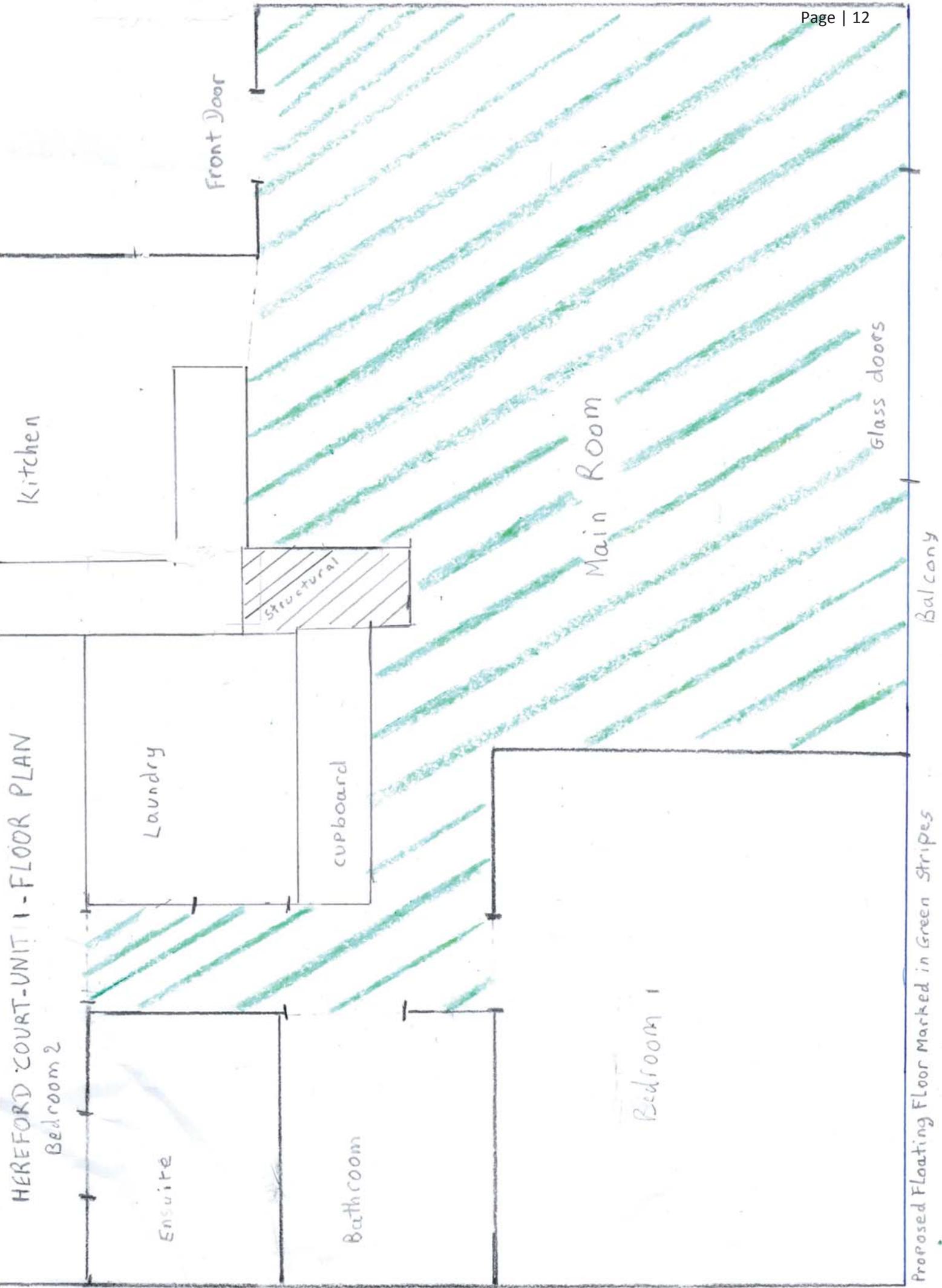




INSTALLED BY ELITE AIR CONDITIONING  
 15 AMP CIRCUIT TO SUB SWITCH BOARD.  
 IN DOOR UNIT WILL BE MOUNTED  
 ON THE WALL PLUS A 30MM  
 MOUNTING BOARD WILL BE FITTED TO  
 ADD FURTHER SUPPORT AND STRENGTH..

# Special By-Law 7 Annexure

HEREFORD COURT-UNIT 1 - FLOOR PLAN



Proposed Floating Floor Marked in Green Stripes

Balcony

Glass doors

Main Room

Bedroom 1

Bathroom

Ensuite

Laundry

cupboard

Front Door

Kitchen

Bedroom 2

Structural

# Special By-Law 11 Annexure

# THE OWNERS – STRATA PLAN 56640

## “HEREFORD COURT”

### APPLICATION FOR RENOVATIONS

<b>Apartment No:</b>	40	<b>Lot No:</b>	40
<b>Name/s:</b> <i>(Owner/s of the Lot registered on the Strata Roll)</i>	<i>David Knock</i>		
<b>Contact Phone No:</b>	0413 712 712	<b>Email address:</b>	David.knock@live.com
<b>“WORKS” INFORMATION</b> <i>(To assist with the approval of the application, please advise the following)</i>			
Describe the exact "Works" proposed to be undertaken?	<ul style="list-style-type: none"> <li>Remove existing wall and floor tiles.</li> <li>Seal and waterproof to standard. Cert to be provided.</li> <li>New large profile Tiles floor to ceiling.</li> <li>Replace Vanity, Toilet and Taps/showerhead.</li> </ul>		
What location within the Lot are the "Works" to be undertaken?	Bathroom		
What is the likely duration of the "works" to be undertaken?	5 days		
Who is the Principal Contractor undertaking the "Works"?	<i>Company Name: David Knock</i> <i>Contact Name: David Knock</i>		
Provide all contact details for the Principal Contractor:	<i>Phone: 0413 712 712</i> <i>Mobile Phone: 0413 712 712</i> <i>Email: david.knock@live.com</i>		
<b>ADDITIONAL DOCUMENTATION REQUIRED TO BE ANNEXED TO APPLICATION:</b> <i>Please tick</i>			
A copy of the full scope of works for the proposed "Works"	☺		
A copy of the schedule programmed "Works"	☺		
A copy of the Principal Contractor's current NSW Contractors License	N/A		

A copy of the Home Owners Warranty Insurance certificate of currency should the proposed "Works" exceed \$20,000	N/A
A floor plan of the Lot detailing the existing configuration of the Lot	☺
A floor plan of the Lot detailing the proposed configuration of the Lot	☺
Architectural drawings of the proposed "Works"	N/A
New draft by-law and consents as required under section 28 of the By-Laws.	☺
Evidence of compliance with all relevant specifications detailed under section 28 of the By-Laws.	
Confirmation that the Building Manager has inspected the Lot with the Owner/s and contractor to discuss the proposed "Works"?	YES

### AGREEMENT

I David Knock request the consent of the Owners Corporation to undertake renovations ('Works') in my / our lot in accordance with the details attached.

And I / We:

1. Acknowledge that I / we have read and understand By-Laws 10 – Damage to Common Property and 28 – Carry out Building Works and will comply with such;
2. Acknowledge that I / we have read and understand the By-laws of Strata Plan 56640 and will comply with such;
3. Agree to use duly licensed employees, contractors or agents to conduct the "Works";
4. Agree to ensure the "Works" are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
5. Agree to use reasonable endeavours to cause as little disruption as possible;
6. Agree to perform the "Works" during the hours of 7:00am to 4:00pm Monday to Friday.
7. Agree to transport all construction materials, equipment and debris in the manner reasonably directed by the Building Manager.
8. Agree to protect all affected areas of the building outside the lot from damage relating to the "Works" or the transportation of construction materials, equipment and debris;
9. Agree to ensure that the "Works" do not interfere with or damage the common property or the property of any other lot owner if this happens to rectify that interference or damage within a reasonable period of time;
10. Acknowledge that I / we understand that I / we are liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the "Works" whenever that damage may occur.
11. Agree to provide certification from Contractor of the waterproofing undertaken during the "Works".
12. Agree to not vary the "Works" without first obtaining the consent in writing from the Owners Corporation.
13. Agree to notify the Owners Corporation that the "Works" have been completed;
14. Agreed to provide a copy of a certificate from City of Sydney Council certifying that the "Works" comply with any conditions of any requisite approval of the Council (if approval required);
15. Agree to notify the Owners Corporation that all damage, if any, to any lot and the common property caused by the "Works" have been rectified;

**Signature**

*(Must be executed by the Owner/s of the Lot registered on the Strata Roll)*



**Date:**

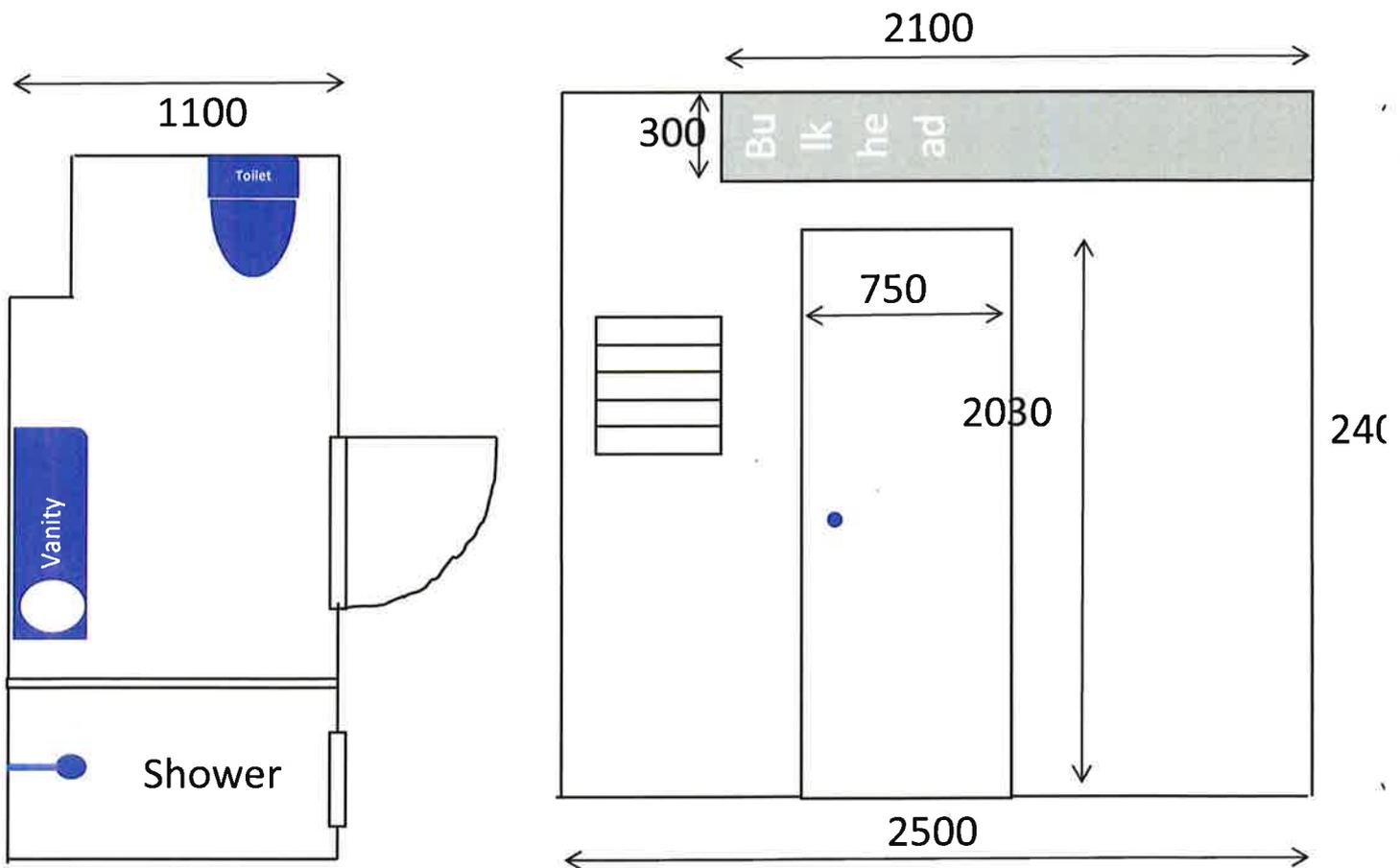
9/5/17.

**Please mail the completed application to:**  
 or scan to Stratachoice  
[cbd@stratachoice.com.au](mailto:cbd@stratachoice.com.au)  
 Locked Bag 1919  
 ST LEONARDS NSW 1590

Alternatively fax to (02) 9249 9801

<b>OFFICE USE:</b>	
<b>Building Manager Signed:</b>	
<b>Date:</b> _____	<i>I confirm I have inspected the Lot with the Owner/s and the installing contractor. I have reviewed the application and recommend its approval to the Executive Committee of the Owners – Strata Plan 56640.</i>

**ADDITIONAL DOCUMENTATION TO BE ANNEXED TO THIS APPLICATION HERE:**



- Remove existing wall and floor tiles.
- Seal and waterproof to standard. Cert to be provided
- New large profile Tiles floor to ceiling.
- Replace Vanity, Toilet and Taps/showerhead.

# Special By-Law 17

## Annexure

Plan 01/02/2019

Fiona and Tobias Merz

Bathroom Renovation Lot 27, 51 Hereford Street, Glebe

Tiles, toilet, sink, tap fittings and shower ledge removed  
Chasing new tap fittings  
Plaster wall surfaces  
Fix cement base  
Waterproof floor and walls (certification will be provided after work is complete)  
Re install toilet with new cistern  
Re tile wall and floor tiles  
Install new vanity with sink  
Install proper drainage to bathroom  
Install new shower fittings  
Install glass shower screen

Provisional Schedule (subject to contractor availability)

24/01/2019

7.30am - 2pm Removal of tiles, toilet, sink, tap fittings and shower ledge

W/C 04/02/2019

Plumber chasing in pipework  
Book in plasterer  
Book in Waterproofer

W/C 11/02/2019

Book in tiler  
Book in Plumber

W/C 18/02/2019

Works completed

Tradespeople

Plumber

George Stournaras

GS Plumbing Pty Ltd

Member of the Master Plumbers Association Trade Contractor Licence No. 202135C

Builder

John Antoun

Pride Building & Refurbishment Pty Ltd

0417 207 674

Lic No: 138665C

Renderer

Fadi Nasr

0410 233 233

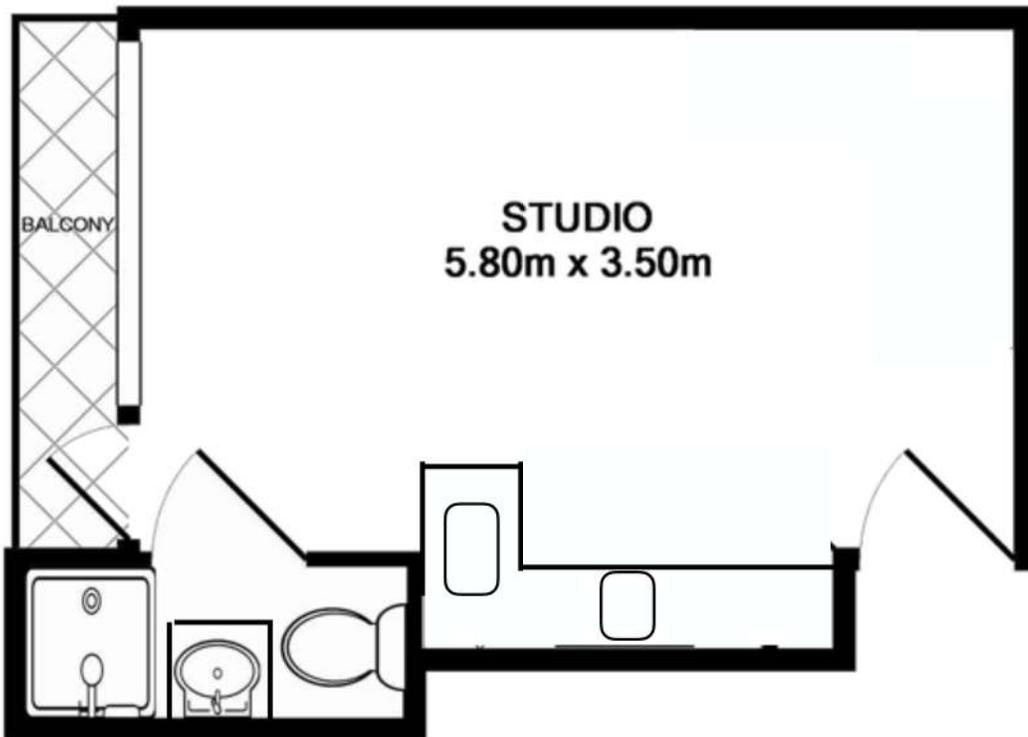
Waterproofer

Tigh's Waterproofing

0409 906 913

Tiler to be confirmed

# 27/51 Hereford Street Glebe



The Floor Plan will remain unchanged with renovation works.

# THE OWNERS – STRATA PLAN 56640 “HEREFORD COURT”

## APPLICATION FOR BUILDING WORKS

<b>Apartment No.</b>	27	<b>Lot No:</b>	27
<b>Names:</b> <i>(Owners of the Lot registered on the Strata Roll)</i>	Fiona and Tobias Merz		
<b>Contact Phone No:</b>	404124989	<b>Email address:</b>	<a href="mailto:fionamerz12@gmail.com">fionamerz12@gmail.com</a>
<b>“WORKS” INFORMATION</b> <i>(To assist with the approval of the application, please advise the following)</i>			
What location within the Lot are the “Works” to be undertaken?	<b>Bathroom</b>		
Describe the exact “Works” proposed to be undertaken	<b>Removal of all tiles, sink, toilet and fittings</b> <b>Plastering wall surfaces</b> <b>New cement bed</b> <b>Waterproofing floor and walls (certification will be provided)</b> <b>Retile walls and floor</b> <b>Install toilet</b> <b>Install vanity and sink</b> <b>Install shower glass, proper drainage and fittings</b>		
What is the likely duration of the “works” to be undertaken?	<b>3 weeks</b>		
Who is the Principal Contractor undertaking the “Works”?	<i>Company Name: Pride Building and Refurbishment</i> <i>Contact Name: John Antoun</i>		
Provide all contact details for the Principal Contractor	<i>Mobile Phone: 0417207674</i> <i>Email: pridebuilding@bigpond.com</i>		
<b>ADDITIONAL DOCUMENTATION REQUIRED TO BE ANNEXED TO APPLICATION:</b> <i>Please tick</i>			
A copy of the full scope of works for the proposed “Works”	/		
A copy of the schedule programmed “Works”	/		
A copy of the Principal Contractor’s current NSW Contractors License			
A copy of the Home Owners Warranty Insurance certificate of currency should the proposed “Works” exceed \$20,000			
A floor plan of the Lot detailing the existing configuration of the Lot	/		

Architectural drawings of the proposed "Works"	
New draft by-law and consents as required under section 28 of the By-laws, <i>if your applications is to alter the floor covering or install an air conditioning unit.</i>	/
Evidence of compliance with all relevant specifications detailed under section 28 of the By-laws.	<b>to be provided once complete</b>
Please confirm that the Building Manager has inspected the Lot with the Owner/s and contractor to discuss the proposed "Works"?	

**AGREEMENT**

I / We Fiona and Tobias Merz request the consent of the Owners Corporation to undertake renovations ("Works") in my / our lot in accordance with the details attached.

And I / We:

1. Acknowledge that I / we have read and understand By-Laws 10 – Damage to Common Property and 28 –Carry out Building Works and will comply with such;
2. Acknowledge that I / we have read and understand the By-laws of Strata Plan 56640 and will comply with such;
3. Agree to use duly licensed employees, contractors or agents to conduct the "Works";
4. Agree to ensure the "Works" are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
5. Agree to use reasonable endeavours to cause as little disruption as possible;
6. Agree to perform the "Works" during the hours of 7:00am to 4:00pm Monday to Friday.
7. Agree to transport all construction materials, equipment and debris in the manner reasonably directed by the Building Manager.
8. Agree to protect all affected areas of the building outside the lot from damage relating to the "Works" or the transportation of construction materials, equipment and debris;
9. Agree to ensure that the "Works" do not interfere with or damage the common property or the property of any other lot owner if this happens to rectify that interference or damage within a reasonable period of time;
10. Acknowledge that I / we understand that I / we are liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the "Works" whenever that damage may occur.
11. Agree to provide certification from Contractor of the waterproofing undertaken during the "Works".
12. Agree to not vary the "Works" without first obtaining the consent in writing from the Owners Corporation.
13. Agree to notify the Owners Corporation that the "Works" have been completed;
14. Agreed to provide a copy of a certificate from City of Sydney Council certifying that the "Works" comply with any conditions of any requisite approval of the Council (if approval required);
15. Agree to notify the Owners Corporation that all damage, if any, to any lot and the common property caused by the "Works" has been rectified.

<b>Signature</b> <i>(Must be executed by the Owner/s of the Lot registered on the Strata Roll)</i>		<b>Date</b>	1/2/2019
---	---	-------------	----------

Please **print, sign, scan** and email the completed application form, along with all necessary supporting documentation, **including the new by-law application form** if your applications is to alter the floor covering or install an air conditioning unit to:  
The Building Manager at [hereford@transparentfm.com](mailto:hereford@transparentfm.com)

<b>OFFICE USE:</b> Building Manager to Sign	I confirm I have inspected the Lot with the Owner/s <del>and the installing contractor</del> . I have reviewed the application and recommend its approval to the Executive Committee of the Owners – Strata Plan 56640.
Signature: 	Date: 1/2/19

ADDITIONAL DOCUMENTATION TO BE ANNEXED TO THIS APPLICATION HERE:

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**CONSENT UNDER SECTION 52**  
**STRATA SCHEMES MANAGEMENT ACT 1996**  
**STRATA SCHEME 56640**

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

I/We, Fiona and Tobias Merz, CONSENT to the making of a by-law conferring rights over the common property for the installation of \_\_\_\_\_ Bathroom and Shower \_\_\_\_\_ to be carried out by me/us as the owner/s of lot \_\_\_\_\_ 27 \_\_\_\_\_ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

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

Dated: .....01/02/19.....

Signature of     Fiona Merz    Tobias Merz    

Owner of Lot     27    

cc: The Owners – Strata Plan No 56640

# Special By-Law 18

## Annexure

# Fei Yu International Pty Lt



ABN: 62 162 984 205  
 Address: 3&4/4-8 Richmond RD Homebush W  
 Tel: 02 8034 9841  
 Email: chohoau@gmail.com

<b>Client detail</b>	<b>Name: Juri Hinz</b>	<b>00</b>
	<b>Address: 84/51 Hereford Street 2037 Glebe</b>	
	<b>Email:</b>	
	<b>Contact number: 0423 649 426</b>	
	<b>Date: 23/11/2018</b>	

**Area size: m<sup>2</sup>      Wastage: %      Total size: 20 m<sup>2</sup>**

supply	9015—7 Laminate Flooring	Notes:
underlay	5mm rubber underlay (Regupol)	
scotia	Y	
skirting	N	
carpets removal	Y	
carpets dumping	Y	
floor leveling	N	
Installation	Y	
Discount	\$150	

Charge:	\$1,550.00
GST	\$155.00
<b>Total:</b>	<b>\$1,705.00</b>

Warranty: ( 1 )years warranty for the installation.( 25 )yeas warranty for the floor bc manufacturer. This warranty is not including surface damage or water ingress. And c on purpose are not covered as well.

Notes to installers:

Deposit Paid	\$200	Signature	Date
Sales	Forest	Signature	Date
Balance Received		Signature	Date

1) Agreed price and/or disscount should be in writing, not by verbal agreement.

# THE OWNERS – STRATA PLAN 56640 “HEREFORD COURT”

## APPLICATION FOR BUILDING WORKS

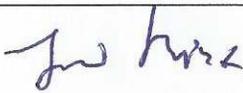
<b>Apartment No.</b>	<b>84</b>	<b>Lot No:</b>	<b>51 Hereford street</b>
<b>Names:</b> <i>(Owners of the Lot registered on the Strata)</i>	<b>Juri Hinz</b>		
<b>Contact Phone No:</b>	<b>0423649426</b>	<b>Email address:</b>	<b>Juri.hinz@uts.edu.au</b>
<b>“WORKS” INFORMATION</b> <i>(To assist with the approval of the application, please advise the following)</i>			
What location within the Lot are the “Works” to be undertaken?	<b>Unit 84 floor replacement carpet by laminate</b>		
Describe the exact “Works” proposed to be undertaken	<b>Carpet will be replaced by laminate with 5 mm acoustic layer Regupol, according to the guidelines for this building</b>		
What is the likely duration of the “works” to be undertaken?	<b>3-4 hours</b>		
Who is the Principal Contractor undertaking the “Works”?	<b>Company Name: Fey Yu International Pty Ltd</b> <b>ABN: 62162984205</b> <b>Address: 3&amp;4 -8 Richmond R D</b> <b>Homebush West NSW 2140</b> <b>Contact Name: Allen</b>		
Provide all contact details for the Principal Contractor	<b>Phone: 02 80349841</b> <b>Mobile Phone: 0424082002</b> <b>Email: chohoau@gmail.com</b>		
<b>ADDITIONAL DOCUMENTATION REQUIRED TO BE ANNEXED TO APPLICATION:</b> <i>Please tick</i>			
A copy of the full scope of works for the proposed “Works”	<b>X</b>		
A copy of the schedule programmed “Works”			
A copy of the Principal Contractor’s current NSW Contractors License	<b>X</b>		
A copy of the Home Owners Warranty Insurance certificate of currency should the proposed “Works” exceed \$20,000	<b>Not exceeding</b>		
A floor plan of the Lot detailing the existing configuration of the Lot	<b>Unit 84, plan known</b>		
Architectural drawings of the proposed “Works”			
New draft by-law and consents as required under section 28 of the By-laws, <b><i>if your applications is to alter the floor covering or install an air conditioning unit.</i></b>	<b>X</b>		
Evidence of compliance with all relevant specifications detailed under section 28 of the By-laws.			
Please confirm that the Building Manager has inspected the Lot with the Owner/s and <del>contractor</del> to discuss the proposed “Works”?	<b>X</b>		

**AGREEMENT**

I Juri Hinz request the consent of the Owners Corporation to undertake renovations ('Works') in my / our lot in accordance with the details attached.

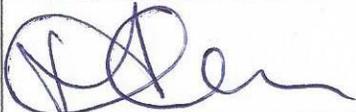
And I / We:

1. Acknowledge that I / we have read and understand By-Laws 10 – Damage to Common Property and 28 – Carry out Building Works and will comply with such;
2. Acknowledge that I / we have read and understand the By-laws of Strata Plan 56640 and will comply with such;
3. Agree to use duly licensed employees, contractors or agents to conduct the "Works";
4. Agree to ensure the "Works" are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
5. Agree to use reasonable endeavours to cause as little disruption as possible;
6. Agree to perform the "Works" during the hours of 7:00am to 4:00pm Monday to Friday.
7. Agree to transport all construction materials, equipment and debris in the manner reasonably directed by the Building Manager.
8. Agree to protect all affected areas of the building outside the lot from damage relating to the "Works" or the transportation of construction materials, equipment and debris;
9. Agree to ensure that the "Works" do not interfere with or damage the common property or the property of any other lot owner if this happens to rectify that interference or damage within a reasonable period of time;
10. Acknowledge that I / we understand that I / we are liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the "Works" whenever that damage may occur.
11. Agree to provide certification from Contractor of the waterproofing undertaken during the "Works".
12. Agree to not vary the "Works" without first obtaining the consent in writing from the Owners Corporation.
13. Agree to notify the Owners Corporation that the "Works" have been completed;
14. Agreed to provide a copy of a certificate from City of Sydney Council certifying that the "Works" comply with any conditions of any requisite approval of the Council (if approval required);
15. Agree to notify the Owners Corporation that all damage, if any, to any lot and the common property caused by the "Works" has been rectified.

<p><b>Signature</b> <i>(Must be executed by the Owner/s of the Lot registered on the Strata Roll)</i></p>		<p><b>Date</b></p>	<p>31/01/19</p>
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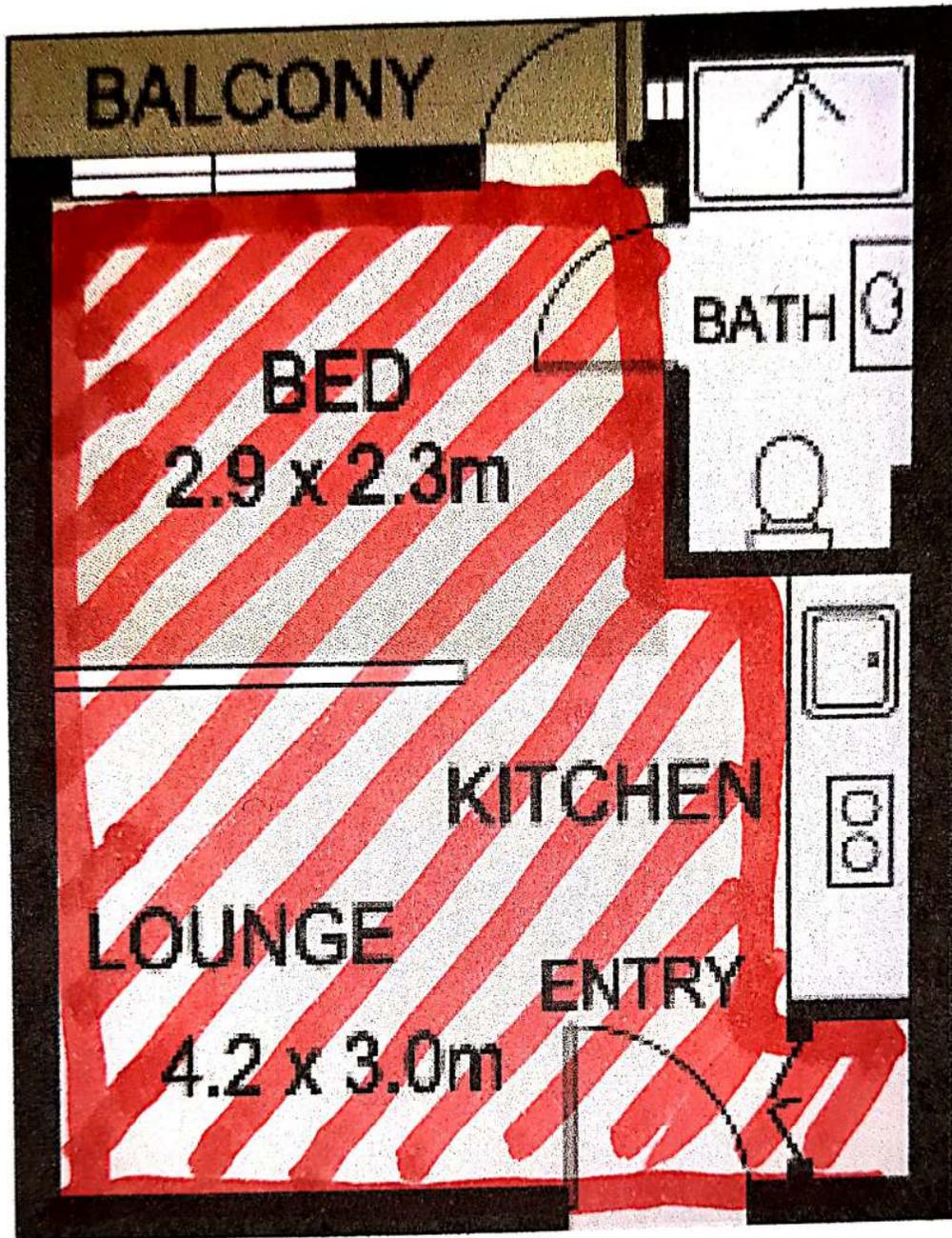
Please **print, sign, scan** and email the completed application form, along with all necessary supporting documentation, **including the new by-law application form if your applications is to alter the floor covering or install an air conditioning unit** to: The Building Manager at [hereford@transparentfm.com](mailto:hereford@transparentfm.com)

<p><b>OFFICE USE:</b> <i>Building Manager to Sign</i></p>	<p><i>I confirm I have inspected the Lot with the Owner/s and the installing contractor. I have reviewed the application and recommend its approval to the Executive Committee of the Owners – Strata Plan 56640.</i></p>
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<p><b>Signature</b></p>		<p><b>Date:</b></p>	<p>31/1/19</p>
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**ADDITIONAL DOCUMENTATION TO BE ANNEXED TO THIS APPLICATION HERE:**

Unit 84 - Juri Hintz



Area marked red is for carpet replacement by laminate with Regupol underlayer

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**CONSENT UNDER SECTION 52  
STRATA SCHEMES MANAGEMENT ACT 1996  
STRATA SCHEME 56640**

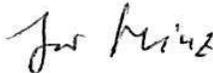
TO: The Registrar-General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

I **Juri Hinz**, CONSENT to the making of a by-law conferring rights over the common property for the installation of **laminated floor instead of carpet** to be carried out by me/us as the owner/s of lot Unit 84 in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on  
\_\_\_February 2018\_\_\_\_\_ or any adjournment of that meeting.

Dated: .....31/01/2018.....

Signature of **Juri Hinz**  
Owner of Lot **Juri Hinz**



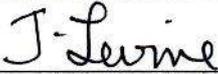
cc: The Owners – Strata Plan No 56640

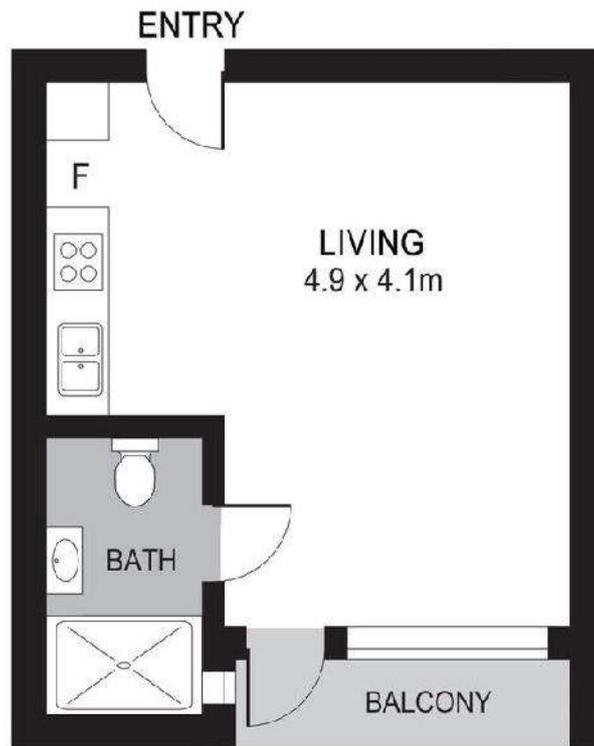
# Special By-Law 19 Annexure

# THE OWNERS – STRATA PLAN 56640 “HEREFORD COURT”

## APPLICATION FOR BUILDING WORKS

Apartment No.	79	Lot No:	51
Name/s: <i>(Owners of the Lot registered on the Strata Roll)</i>	Juliette Levine (contact Ruth Levine)		
Contact Phone No:	02 9389 8978 0418414688	Email address:	rlvine@ruthlevine.com.au
<b>“WORKS” INFORMATION</b> <i>(To assist with the approval of the application, please advise the following)</i>			
What location within the Lot are the “Works” to be undertaken?	<b>Works to be undertaken in the main living space, the kitchen and the bathroom.</b>		
Describe the exact “Works” proposed to be undertaken	<p style="text-align: center;"><b>Full kitchen renovation – current kitchen will be removed and new kitchen will be installed. Including new stovetop, oven, bench top, cupboards and shelving.</b></p> <p style="text-align: center;"><b>New laminate flooring to be put in – current carpet to be removed and new flooring to be put in with adhering acoustic underlay.</b></p> <p style="text-align: center;"><b>New bathroom mirror cabinet to be installed.</b></p>		
What is the likely duration of the “works” to be undertaken?	<b>Likely duration of the works being undertaken would be within 6-8 business days.</b>		
Who is the Principal Contractor undertaking the “Works”?	<b>Company Name: Sentup Australia Pty Ltd</b> <b>Contact Name: Alex Gao</b>		
Provide all contact details for the Principal Contractor	<b>Phone: 02 9554 9090</b> <b>Mobile Phone: 0432 713 522</b> <b>Email: alex@sentup.com.au</b>		
<b>ADDITIONAL DOCUMENTATION REQUIRED TO BE ANNEXED TO APPLICATION:</b> <i>Please tick</i>			
A copy of the full scope of works for the proposed “Works”	✓		
A copy of the schedule programmed “Works”	✓		
A copy of the Principal Contractor’s current NSW Contractors License	✓		
A copy of the Home Owners Warranty Insurance certificate of currency should the proposed “Works” exceed \$20,000	✓		
A floor plan of the Lot detailing the existing configuration of the Lot	✓		
Architectural drawings of the proposed “Works”	✓		
New draft by-law and consents as required under section 28 of the By-laws, <b>if your applications is to alter the floor covering or install an air conditioning unit.</b>	✓		
Evidence of compliance with all relevant specifications detailed under section 28 of the By-laws.	✓		

Please confirm that the Building Manager has inspected the Lot with the Owner/s and contractor to discuss the proposed "Works"?		✓	
<b>AGREEMENT</b>			
<p>I / We <sup>Juliette Levine</sup> <del>Conrad</del> <sup>Ruth Levine</sup> request the consent of the Owners Corporation to undertake renovations ("Works") in my / our lot in accordance with the details attached.</p> <p>And I / We:</p> <ol style="list-style-type: none"> <li>1. Acknowledge that I / we have read and understand By-Laws 10 – Damage to Common Property and 28 – Carry out Building Works and will comply with such;</li> <li>2. Acknowledge that I / we have read and understand the By-laws of Strata Plan 56640 and will comply with such;</li> <li>3. Agree to use duly licensed employees, contractors or agents to conduct the "Works";</li> <li>4. Agree to ensure the "Works" are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;</li> <li>5. Agree to use reasonable endeavours to cause as little disruption as possible;</li> <li>6. Agree to perform the "Works" during the hours of 7:00am to 4:00pm Monday to Friday.</li> <li>7. Agree to transport all construction materials, equipment and debris in the manner reasonably directed by the Building Manager.</li> <li>8. Agree to protect all affected areas of the building outside the lot from damage relating to the "Works" or the transportation of construction materials, equipment and debris;</li> <li>9. Agree to ensure that the "Works" do not interfere with or damage the common property or the property of any other lot owner if this happens to rectify that interference or damage within a reasonable period of time;</li> <li>10. Acknowledge that I / we understand that I / we are liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the "Works" whenever that damage may occur.</li> <li>11. Agree to provide certification from Contractor of the waterproofing undertaken during the "Works".</li> <li>12. Agree to not vary the "Works" without first obtaining the consent in writing from the Owners Corporation.</li> <li>13. Agree to notify the Owners Corporation that the "Works" have been completed;</li> <li>14. Agreed to provide a copy of a certificate from City of Sydney Council certifying that the "Works" comply with any conditions of any requisite approval of the Council (if approval required);</li> <li>15. Agree to notify the Owners Corporation that all damage, if any, to any lot and the common property caused by the "Works" has been rectified.</li> </ol> <p style="text-align: center;">JULIETTE LEVINE</p>			
<b>Signature</b> <i>(Must be executed by the Owner/s of the Lot registered on the Strata Roll)</i>			<b>Date</b> 02.09.19
<p>Please <b>print, sign, scan</b> and email the completed application form, along with all necessary supporting documentation, <b>including the new by-law application form if your applications is to alter the floor covering or install an air conditioning unit</b> to:</p> <p>The Building Manager at  <a href="mailto:hereford@transparentfm.com">hereford@transparentfm.com</a></p>			
<b>OFFICE USE:</b> Building Manager to Sign		I confirm I have inspected the Lot with the Owner/s and the installing contractor. I have reviewed the application and recommend its approval to the Executive Committee of the Owners – Strata Plan 56640.	
<b>Signature:</b>		<b>Date:</b>	





# FLOORING XTRA

723-725 New Canterbury Road  
 Dulwich Hill, NSW 2203  
 Telephone: 02 8054 1424  
 innerwest@flooringxtra.com.au  
 www.flooringxtra.com.au

Clovelly Carpets Pty Ltd T/A South Sydney Flooring Xtra

Inner West

ABN: 68 118 266 167

## Quote

Quote No: 13157

Date Quoted: 25/07/2019

Salesman: Erik Bui

### Customer:

Joseh  
 79/51 Hereford St  
 GLEBE NSW 2037

Phone:

### Site Address:

Joseh  
 79/51 Hereford St  
 GLEBE NSW 2037

Mobile/Cell:

### Details:

To supply and install floor covering at the above address:

**1) LAMINATE** - Quickstep Impressive Ultra 12mm - Col - Classic Oak Beige  
 UNDERLAY: ULTRA GREEN (2mm Foam Acoustic)  
 ACCESSORIES: Trims to threshold / 18mm MDF Skirtings  
 LABOUR: Take up and disposal of existing carpet/flooring  
 LABOUR: Fit new skirtings  
 \$2,353.43

**2) HYBRID VINYL** - Dunlop Heartridge Highland 6mm - Col - TBC  
 UNDERLAY: attached acoustic  
 ACCESSORIES: Trims to threshold / 18mm MDF Skirtings  
 LABOUR: Take up and disposal of existing carpet/flooring  
 LABOUR: Fit new skirtings  
 \$2,229.56

#### IMPORTANT NOTE:

- If new painting has occurred we recommended retaining some paint for touch ups as installation is a physical process and sometimes marks can occur.
- No allowance has been made for floor preparation or anything other than stated above.
- If a full floor 3mm Pour required please allow an additional \$750.00 (INC GST)

### Bank Details:

BSB No: 112 879 Acct No: 1555 27 499  
 Bank: ST George Bank  
 Acct Name: South Sydney Flooring Xtra

### Quote Totals:

Proposal Amount (Ex GST): \$0.00  
 GST: \$0.00  
 Proposal Amount (Inc GST): \$0.00

### Quote Terms:

25-Jul-19

# By-Law 29 Annexure

"A"

THE SCHEDULE

PARKING SPACE	LOT NO	PARKING SPACE	LOT NO
P1	2	P23	72
P2	68	P24	60
P3	30	P25	56
P4	4	P26	89
P5	6	P27	44
P6	33	P28	52
P7	32	P29	86
P8	5	P30	82
P9	42	P31	34
P10	50	P32	87
P11	71	P33	84
P12	59	P34	53
P13	31	P35	51
P14	35	P36	40
P15	78	P37	83
P16	41	P38	62
P17	43	P39	14
P18	76	P40	65
P19	47	P41	46
P20	61	P42	45
P21	74	P43	90
P22	66	P44	48

"B"

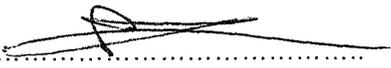
THE SCHEDULE

GARAGE	LOT NO
G1	34
G2	1
G3	16
G4	28
G5	12
G6	70
G7	40
G8	81
G9	57
G10	15

This is page 21 of a total of 22 and is the annexure to the Change of By-Laws form by  
**THE OWNERS – STRATA PLAN NO 56640**

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 56640  
was affixed on the Seventh day of November 2014  
in the presence of

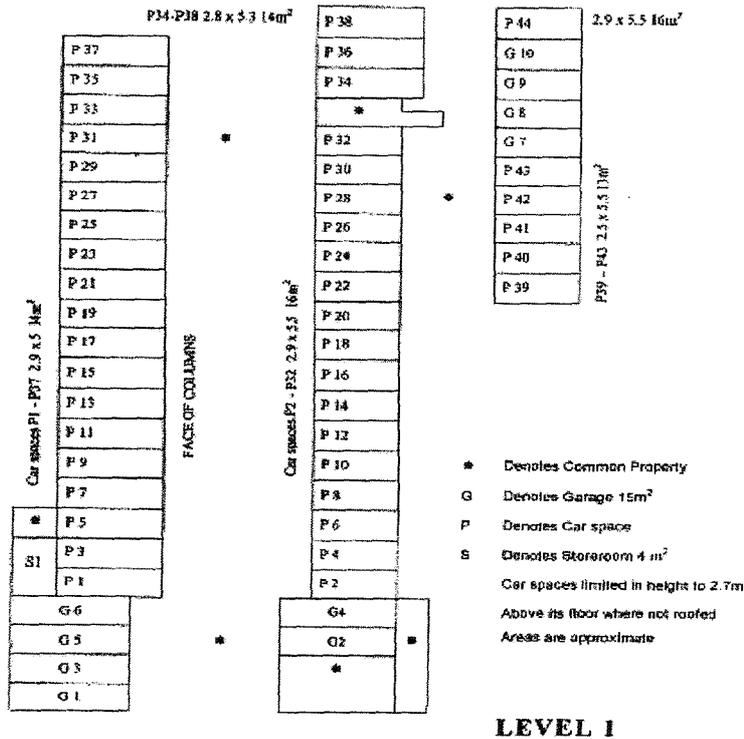
Names: Patrick Saad.....

Signatures: 

being the person(s) authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



"A"  
**PLAN OF EXCLUSIVE USE OF PART OF COMMON PROPERTY IN SP56640**  
**81 HEREFORD STREET, GLEBE**



On:Owners SP56640\Draw Change of By-Laws.dwg

This is page 22 of a total of 22 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 56640**

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 30890 was affixed on the Seventh day of November 2014 in the presence of

Names: Patrick Saad.....

Signatures: .....

being the person(s) authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



# By-Law 30 Annexure

"A"

THE SCHEDULE

PARKING SPACE	LOT NO	PARKING SPACE	LOT NO
P1	2	P23	72
P2	68	P24	60
P3	30	P25	56
P4	4	P26	89
P5	6	P27	44
P6	33	P28	52
P7	32	P29	86
P8	5	P30	82
P9	42	P31	34
P10	50	P32	87
P11	71	P33	84
P12	59	P34	53
P13	31	P35	51
P14	35	P36	40
P15	78	P37	83
P16	41	P38	62
P17	43	P39	14
P18	76	P40	65
P19	47	P41	46
P20	61	P42	45
P21	74	P43	90
P22	66	P44	48

"B"

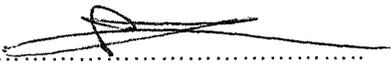
THE SCHEDULE

GARAGE	LOT NO
G1	34
G2	1
G3	16
G4	28
G5	12
G6	70
G7	40
G8	81
G9	57
G10	15

This is page 21 of a total of 22 and is the annexure to the Change of By-Laws form by  
**THE OWNERS – STRATA PLAN NO 56640**

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 56640  
was affixed on the Seventh day of November 2014  
in the presence of

Names: Patrick Saad.....

Signatures: 

being the person(s) authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.

